

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – November 21, 2024

Strawberry Hill Center
7666 High School Road 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 November 7, 2024
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- | | | | |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|
| 40.1 | Fletcher Bay Property Donation
Action: Motion to approve. | Roush | (10 min) |
| 40.2 | West Port Madison to Dolphin Drive and Sunny Hill to Nutes Trail Easement Transfers from Bainbridge Island Parks & Trails Foundation
Action: Motion to approve. | Roush | (10 min) |
| 40.3 | Finch Green Property Option
Action: Information only. | Roush | (10 min) |
| 40.4 | Executive Director Job Description
Action: Motion to approve. | Kinney | (10 min) |
| 40.5 | Resolution 2024-13: 2025 General Fund Budget
Action: Second reading and motion to adopt. | Swenson | (10 min) |
| 40.6 | Resolution 2024-14: 2025 Capital Improvement Fund Budget
Action: Second reading and motion to adopt. | Swenson | (10 min) |
| 40.7 | Resolution 2024-15: 2025 Land Acquisition Fund Budget
Action: Second reading and motion to adopt. | Swenson | (5 min) |
| 40.8 | Resolution 2024-16: 2025 Turf Field Replacement Fund Budget
Action: Second reading and motion to adopt. | Swenson | (5 min) |
| 40.9 | Resolution 2024-17: 2025 Bond Redemption Fund Budget
Action: Second reading and motion to adopt. | Swenson | (5 min) |

- 40.10 Resolution 2024-18: 2025 Salary Scale
Action: Motion to adopt. Swenson (5 min)
- 40.11 Resolution 2024-19: 2025 Regular Property Tax Levy Assessment
Action: Motion to adopt. Swenson (5 min)
- 40.12 Resolution 2024-20: 2025 Bond Levy Tax Assessment
Action: Motion to adopt. Swenson (5 min)
- 40.13 Resolution 2024-21: Payroll Policy
Action: Motion to adopt. Swenson (5 min)

50. STAFF REPORT

60. UPCOMING MEETINGS

12/05/24	Regular Board Meeting	6 pm	Strawberry Hill Center
12/19/24	Regular Board Meeting	6 pm	Strawberry Hill Center
01/02/25	Regular Board Meeting	6 pm	Strawberry Hill Center
01/16/25	Regular Board Meeting	6 pm	Strawberry Hill Center
02/06/25	Regular Board Meeting	6 pm	Strawberry Hill 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

2024 Board Representatives

Swolgaard/Janow
 Janow/DeWitt
 Kinney/Swolgaard

Board Liaisons

Park District Committees:
 Trails Advisory Committee
 Dog Advisory Committee

Goodlin/DeWitt
 Kinney/Janow

Community/Public Agencies:
 Bainbridge Island Parks & Trails Foundation
 Bainbridge Island School District
 City of Bainbridge Island

Goodlin/Janow

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
 REGULAR BOARD MEETING November 7, 2024
 STRAWBERRY HILL CENTER**

CALL TO ORDER: A quorum being present, the meeting was called to order at 6:00 pm by Chair Swolgaard.

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

MISSION STATEMENT: Chair Swolgaard 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 COMMENT

Loanne Harmeling spoke to say the parking for Strawberry Hill Center needs improvement.

Winston Williams is a Bainbridge Island Swim Club team member and thanked the board for their support of BISC.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the October 17, 2024 regular board meeting, Chair Swolgaard stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: Janow/Kinney: I have reviewed the following vouchers, warrants and electronic payments and move that they be approved for payment. MSC: Janow/Kinney: Motion to approve \$53,925.58 for Ray pool planning. MSC: Janow/Kinney: Motion to pre-approve \$153,250.00 as progress payment on the Sakai Park tennis courts. MSC: Janow/Kinney: Motion to pre-approve \$191,721.71 for the progress payment on the Ray pool renovation.

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
10/18/24	001 General Fund 300 Capital Improvement Fund	28826	1,016.00	10/18/24
10/25/24	001 General Fund 300 Capital Improvement Fund	28875-28923	58,237.01	10/25/24
	001 General Fund (Oct. Payroll)	EFT & 3358-3360	402,098.99	
	001 General Fund (Oct. Payroll Benefits and Taxes)	EFT & 10034-10041	294,804.53	
	300 Capital Improvement Fund	pre-approval	53,925.58	
	300 Capital Improvement Fund	pre-approval	153,250.00	
	300 Capital Improvement Fund	pre-approval	191,721.71	

GENERAL BUSINESS

RESOLUTION 2024-11: HONORING SHANNON BUXTON: Recreation Superintendent Bryan Garoutte read Resolution 2024-11 honoring Recreation Program Manager Shannon Buxton for her service. He said Shannon Buxton will be missed and that she has made a difference in the lives of many young people on Bainbridge Island. **MSC: Janow/Kinney: Motion to approve Resolution 2024-11 honoring Shannon Buxton.** Board members thanked Shannon Buxton for her work, and she thanked the board for the opportunity.

RESOLUTION 2024-12: SURPLUS PROPERTY: Recreation Superintendent Bryan Garoutte said staff is asking the board to approve declaring a kiln surplus property. **MSC: Janow/Kinney: Motion to approve Resolution 2024-12 surplus our kiln.**

INTERPRETIVE SERVICES FOR BAINBRIDGE ISLAND JAPANESE AMERICAN EXCLUSION MEMORIAL SITE: Executive Director Dan Hamlin said the board has discussed an agreement with Bainbridge Island Japanese American Exclusion Memorial Association in the past to provide interpretive services for the site. The board has also seen the cooperative management agreement that would be in place with the National Park Service which would secure the funds to provide interpretive services. The agreement with BIJAEMA would provide them with the funds to do the interpretive services for the Park District. Recent changes made in the payment section of the document were reviewed. They clarify that the payment to BIJAEMA from the Park District for interpretive services is dependent on the available funding from NPS. BIJAEMA has agreed to the updated language. Staff are planning to bring this agreement back to the board soon for approval.

PAYROLL POLICY: Assistant Executive Director Amy Swenson said most of the information in the draft payroll policy reflects what staff currently do. The Office of the Washington State Auditor recommended the Park District have a payroll policy outside of the personnel policies. The main item that was important to document is that full-time employees get paid in advance for the last two weeks of the month. This is due to the impact from how Kitsap County was processing payroll for the Park District before staff took payroll processing in-house in 2012. It has caused confusion when people leave employment. Full-time employees will have to sign a form saying that they understand this. New full-time employees are being put on the same pay cycle as part-time staff.

2024 BUDGET VS ACTUAL: Assistant Executive Director Amy Swenson said the 2024 General Fund budget will need to be amended due to transfers to the Capital Improvement Fund, increases to liability insurance and legal fees, and the insurance reimbursement for and cost to replace a stolen vehicle. Campground revenue is strong and swim lesson revenue is up in the 2024 budget. Staff met with the Finance Committee to talk about the 2024 budget vs actual in detail and there were no concerns at that meeting.

2025 BUDGETS: Assistant Executive Director Amy Swenson said there have been changes to the salary scale for 2025. A part-time janitorial position and a front desk lead were added to the salary scale. The recreation program coordinator title on the part-time salary scale was changed to assistant recreation program coordinator. The salary scale reflects a 4% cost of living adjustment for all employees.

Major changes in the 2025 budget from the 2024 budget include: 1) a 4% cost of living adjustment, 2) \$80,000 for the comprehensive plan process, 3) a decrease in the cost of health insurance, 4) a new regular part-time position at the administration building, 5) an increase in liability insurance, and 6) the Ray Williamson pool renovation. Changes in the budget from the budget work session include: 1) an additional \$45,000 for a new website, 2) an additional \$50,000 for records management, 3) a \$180,000 decrease in healthcare cost, 4) changes to the Capital Improvement Fund, and 5) the board authorized use of income from the Turf Field Replacement Fund budget for ballfield improvements. Tonight, the staff are requesting an additional \$50,000 in the budget for human resources consulting to update job descriptions and personnel policies, \$20,000 of additional funding for records management, and \$20,000 of additional funding for the comprehensive plan process. The reserve forecast, based on current projections for the Capital Improvement Fund budget, is that there will be \$2,895,921 in reserves by the end of 2029 assuming no catastrophic issues or cost overruns. The decrease in reserves includes the assumption that a loan is taken out to help pay for the Ray Williamson pool renovation project. Park District debt was reviewed including that for Bainbridge Island Recreation Center, Sakai Park, and the value of employee leave accrual balances.

Procurement Manager Michelle Miller reviewed the 2025 Capital Improvement Fund budget. Amy Swenson said based on what staff believe will be spent this year there will be \$200,000 in the Land Acquisition Fund budget in 2025. It is estimated that just over \$20,000 will be transferred from the General Fund to the Turf Field Replacement Fund in 2025. The Bond Redemption Fund contains the Sakai Park and BIRC payments. Without the transfer to the Capital Improvement Fund

budget the General Fund budget would be projected to be in surplus of 2.2 million dollars in 2025. Due to the amount projected to be spent from the Capital Improvement Fund, with all the funds combined, staff are projecting about a 1.3-million-dollar deficit in 2025.

STAFF REPORT

Administrative Division: Assistant Executive Director Amy Swenson said last night staff made a budget presentation to the Bainbridge Island Parks & Trails Foundation.

Recreation Division: Recreation Superintendent Bryan Garoutte said the winter/spring recreation catalog is now posted online. There will be an indoor pickleball tournament at Bainbridge Island Recreation Center in March. There are 280 kids that have signed up for basketball leagues. Last Saturday staff hosted a middle school dance. Aquatic Program Administrator Jenette Reneau said staff have launched a communication plan for the Ray Williamson pool renovation. The Ray Williamson pool is currently scheduled to close for renovation work on February 14, 2025.

Park Services Division: Park Services Division Director Lydia Roush said staff have been working with the contractor for the development around the Madison Tot Lot to create a map to let park users know where they can access it. The Department of Natural Resources wants to partner with the Park District to remove creosote logs from park beaches. The Gideon Park pollinator garden renovation is progressing. Morgan Houk has been promoted from volunteer program manager to natural resources manager. Park Services Superintendent David Harry said staff have been working on the septic system design for the bathroom at Battle Point Park which has been complicated due to the soil conditions. Construction of the new entrance to Sakai Park is being coordinated with the project contractor and the contractor working on the current Madison Avenue renovation project for the City of Bainbridge Island.

Executive Director Dan Hamlin said Lydia Roush has been promoted to park services division director. The Park District holiday party will be December 13 at Camp Yeomalt. Recreation Program Manager Shannon Buxton’s retirement party will be on November 13.

BOARD MEMBER REMARKS:

- Commissioner Goodlin said he attended the Bainbridge Island Parks & Trails Foundation meeting last night.
- Commissioner Janow gave kudos to staff for keeping the trails so well maintained.

MEETING ADJOURNED to a five-minute recess at 7:29 pm with announced time to reconvene at 7:34 pm. **MEETING RECONVENED** at 7:34 pm.

MEETING ADJOURNED TO EXECUTIVE SESSION at 7:34 pm for discussion of real estate with announced time to reconvene at 7:49 pm.

MEETING RECONVENED at 7:49 pm and **ADJOURNED** at 7:49 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

DRAFT

REAL ESTATE GIFT AGREEMENT

This Real Estate Gift Agreement (“Agreement”) is entered into as of the ____ day of _____, 2024, between _____, a single man (“Donor”) and BAINBRIDGE ISLAND PARKS & TRAILS FOUNDATION, a nonprofit corporation of the State of Washington (“Foundation”), together referred to in this document as “Parties.”

RECITALS

- A. Donor owns unoccupied wooded real estate of approximately 0.4 acres in the city of Bainbridge Island, Washington, which is legally described on Exhibit A attached to this Agreement (the “Property”). The Property is located adjacent to Donor’s residence at _____, Bainbridge Island, Washington;
- B. Donor desires that the Property be owned by the Bainbridge Island Metro Park & Recreation District (“District”) and used only for trails and other passive uses; and
- C. The Parties desire that the Foundation facilitate the transfer of the Property from Donor to the District.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

- 1. **Gift without Monetary Consideration.** Donor agrees to give the Property to Foundation without receiving monetary consideration, and Foundation agrees to accept the Property from Donor, on and subject to the terms and conditions herein set forth.
- 2. **Confidentiality.** Prior to Closing, Foundation shall make reasonable efforts to maintain the anonymity of Donor unless Donor provides prior consent to public disclosure of such identity.
- 3. **Access to Property and Inspections.** Foundation shall obtain Donor’s prior approval before accessing the Property or performing any inspection of the Property.
- 4. **Appraisal.** Promptly after execution of this Agreement, Donor will engage an appraiser to perform a qualified appraisal of the Property (“Appraisal”). If the transaction closes or if the transaction fails to close due to the default of Foundation, then Foundation will pay the cost of the Appraisal directly to the Appraiser, in an amount not to exceed \$2500, but, if the Foundation is ready, willing, and able to close but Donor fails to close for any reason, then the Foundation will not be obligated to pay the cost of the Appraisal, and, if previously paid by the Foundation, Donor will reimburse Foundation the amount so paid. The Foundation acknowledges that the Appraisal may occur after Closing (defined below). The payment obligation under this Section 4 shall survive the Closing.
- 5. **Title Insurance.** The Foundation may elect to obtain a commitment for owner’s title insurance from the Aegis Land Title Group and Donor authorizes the Foundation to order such commitment from the title company. Donor shall not be obligated to remove any exceptions

appearing on the title commitment or incur any costs in connection with the title review process. Foundation may decline to accept conveyance of the Property and terminate this Agreement based on the condition of title, such decision to be in the sole discretion of Foundation.

6. Real Estate Excise Tax. The Parties intend that Donor’s conveyance of the Property constitutes a “Gift” and will therefore be exempt from the Real Estate Excise Tax pursuant to WAC 458-61A-201(1) (“**REET**”). The Parties agree to execute a Real Estate Excise Tax Affidavit (“**REETA**”) asserting the “Gift” exemption and to record such REETA with the Deed. As required under WAC 458-61A-201(1), the Parties further agree to sign a supplemental statement attesting to the absence of any underlying debt on the Property.

7. Prorations. Property taxes and other governmental fees, charges, and assessments shall be prorated as of the date of recording the Deed and each Party shall pay its share of prorations through the Closing Agent. The Foundation is advised to verify the existence and amount of any fees, charges, and assessments against the Property.

8. Transaction and Closing Costs. The Foundation agrees to pay all costs incurred in connection with Donor’s conveyance of the Property, including without limitation title and escrow fees, recording fees for the Deed, the REET fees charged in connection with recording the REETA and all other costs incurred in connection with this transaction (collectively, “**Closing Costs**”). All payments by the Foundation shall be made directly to the party entitled to payment, and not to Donor. Closing Costs shall not include attorney’s fees incurred by either Party. The Foundation’s obligation under this Section 7 shall survive termination of this Agreement and recording of the Deed (defined below).

9. Closing.

10. The closing of the gift of the Property by Seller to Foundation shall occur through escrow at Aegis Land Title of Bainbridge Island (“**Closing Agent**”) in the manner set forth below (the “**Closing**”) on a date that is mutually agreeable to the Parties but in no event more than sixty (60) days after the date hereof (the “**Closing Date**”).

10.1. At the Closing, the following shall occur:

10.1.1. Donor will deliver to the Closing Agent a duly executed Termination Agreement (the “**Termination Agreement**”) in a form satisfactory to Donor for the purpose of terminating a septic drain field easement on Donor’s adjacent property benefiting the Property.

10.1.2. Donor and Foundation will deliver to the Closing Agent a Declaration of Restrictive Covenants in the form attached hereto as Exhibit B (the “**Declaration**”)

10.1.3. Donor will deliver to Foundation through escrow a Quitclaim Deed, substantially in the form attached hereto as Exhibit C (the “**Deed**”), duly executed and acknowledged by Donor, conveying the Property to Foundation, and any other instruments reasonably necessary to close this Agreement.

10.1.4. At the closing, the Termination Agreement shall be recorded first, then the Deed, and finally the Declaration.

10.1.5. Foundation and Donor will deliver to Closing Agent the REETA and supplemental statement, and escrow instructions consistent with this Agreement as necessary to consummate the closing as described herein.

10.2. Foundation shall be entitled to possession of the Property on Closing.

11. Default; Remedies. Termination of this Agreement shall be the sole and exclusive remedy in the event of a default by either Party under this Agreement and each Party hereby unconditionally waives and releases all claims against the other Party arising out of this Agreement, except claims related to obligations that specifically survive termination of this Agreement.

12. As-Is. Donor makes no representations or warranties of any kind, express or implied, concerning the Property or its condition, value, boundaries, encroachments, adverse claims of use or ownership, compliance with laws, status of title, or any other matter or aspect of the Property, and no person or entity representing or claiming to represent Donor has made any such representations or warranties concerning the Property. The Foundation agrees to accept the Property AS IS, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE, all of which are hereby unconditionally and irrevocably waived and forever discharged. The terms of this Section 12 shall survive recording of the Deed.

13. Notices. Any notice required by this Agreement shall be in writing and either delivered personally or sent by certified U.S. mail or courier service, postage or delivery charges prepaid, to the following addresses until or unless a written notice of change of address is delivered to the other by U.S. mail to the last known address:

If To Donor:

Bainbridge Island, WA 98110

If To FOUNDATION:

Bainbridge Island Parks & Trails Foundation
PO Box 11127
Bainbridge Island, WA 98110
Attn: Executive Director

14. Seller Disclosure Statement. Foundation waives the right to receive a Seller Disclosure Statement, except to the extent waiver is not permitted under RCW 64.06.010(7).

15. Miscellaneous. All payment obligations hereunder shall survive termination of this Agreement and recording of the Deed. Time is of the essence in this Agreement. The Recitals to

this Agreement and Exhibits A, B, and C attached to this Agreement are incorporated into this Agreement by reference. This Agreement and all the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the Parties hereto, and their respective successors, assigns and heirs; provided that except as expressly permitted under this Agreement, no rights or interests under this Agreement shall be assigned without the written consent of both Parties. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, agreements or arrangements between the Parties. This Agreement shall not be varied, amended, or superseded except by written agreement between the Parties hereto. The Agreement shall be governed by the internal laws of the State of Washington, without regard to the application of any conflicts of law principles. This Agreement may be executed in one or more counterparts, which may be transmitted electronically (including a PDF transmission of a wet ink signature), each of which shall constitute an original and all of which taken together shall constitute a single original agreement. The Parties expressly intend to be bound by authenticated electronic signatures (e.g. Adobe Sign, DocuSign, etc.).

16. Assignment to Park District. To facilitate transfer of the Property to District, the Parties intend that this Agreement and all of Foundation’s rights and obligations thereunder will be assigned to and assumed by District prior to Closing, and that thereafter District will perform under this Agreement in the name, place and stead of Foundation including participation in the Closing as the grantee under the Deed and the grantor under the Declaration. The form of assignment and assumption is appended to this Agreement below the signatures. Upon such assignment and assumption of Foundation’s rights and obligations hereunder by District, Foundation shall have no further liability or obligations of any kind under this Agreement.

EXECUTED in duplicate original on the day and year first above written,

<p>DONOR:</p> <p>_____</p> <p>_____</p>	<p>FOUNDATION:</p> <p>BAINBRIDGE ISLAND PARKS & TRAILS FOUNDATION</p> <p>By</p> <p>_____</p> <p>Mary Meier Executive Director</p>
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Assignment and Assumption of Gift Agreement

Without consideration except for District’s covenants contained herein, the Foundation hereby assigns to District all the Foundation’s rights and obligations under the foregoing Real Estate Gift

Agreement (“Gift Agreement”). District hereby accepts this assignment and assumes and agrees to pay or perform all the Foundation’s liabilities and obligations under the Gift Agreement.

Foundation and District mutually agree to waive any claims they might have against the other, and to hold harmless and indemnify the other from any claims, related to this transaction and District’s subsequent ownership of the Property described in the Gift Agreement.

FOUNDATION:

DISTRICT:

Bainbridge Island Parks & Trails Foundation

Bainbridge Island Metropolitan Park & Recreation District

By _____
Mary Meier
Executive Director

By: _____
Dan Hamlin
Executive Director

Date: _____

Date: _____ r

- Exhibits:
- Exhibit A: Description of Property
- Exhibit B: Form of Declaration
- Exhibit C: Form of Quitclaim Deed

Exhibit A

Description of Property

[to come]

Exhibit B
Form of Declaration

After Recording Return to:
WINSLOW LAW GROUP, PLLC
380 Ericksen Avenue NE, Suite 1
Bainbridge Island, WA 98110

DECLARATION OF RESTRICTIVE COVENANTS

<u>Grantor:</u>	Bainbridge Island Metropolitan Park and Recreation District
<u>Grantee:</u>	_____
<u>Abbrev Legal Description:</u>	_____
<u>Assessor's Parcel Numbers:</u>	_____ ; _____
<u>Documents Assigned or Released:</u>	N/A

This DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is executed, declared, and recorded by the above-named Grantor.

Recitals

A. Contemporarily with this Declaration, Grantor has acquired from the above-named Grantee and now holds fee simple title in and to that certain real property legally described on Exhibit A attached hereto and incorporated herein by reference ("Property"). Grantor retains ownership of property adjacent to the Property ("Adjacent Property") also legally described on Exhibit A.

B. Grantee donated the Property to Grantor pursuant to that certain Real Estate Gift Agreement under which Grantor agreed to restrict the use of the Property as set forth in this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved in strict accordance with this Declaration which shall run with the land as a perpetual encumbrance, on the following terms and conditions:

1. Use and Improvement of Property. Grantor agrees that the use of the Property shall be strictly limited, in perpetuity, to trails and passive public park use and for no other purpose whatsoever. Subject to available funding and staffing, Grantor shall use reasonable efforts to maintain any trails constructed by it.

2. General Terms. Recitals A and B are incorporated herein. All covenants, conditions, restrictions, and agreements in this Declaration shall run with the land and apply to, be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Declaration represents the entire agreement between the parties with respect to the subject matter herein and may not be modified or amended except by a written agreement executed and acknowledged by the Grantor and Grantee.

DATED AS OF this ____ day of _____, 2024

GRANTOR
Bainbridge Island Metropolitan Park & Recreation
District

Dan Hamlin, Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Dan Hamlin, known or identified to me to be the Executive Director of Bainbridge Island Park & Recreation District, the entity that executed the within instrument, or the persons who executed the instrument on behalf of said entity, and acknowledged to me that such entity executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year in this certificate first above written.

Printed Name: _____
Notary Public for the state of _____
residing at _____
My appointment expires: _____

EXHIBIT A

(Legal Description of Restricted Property)

[to come]

Legal Description of Adjacent Property

[to come]

**Exhibit C
Form of Quitclaim Deed**

**QUIT CLAIM DEED
(Gift Deed)**

WHEN RECORDED, RETURN TO:

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

Grantor: _____

Grantee: Bainbridge Island Metropolitan Park and Recreation District

Abbrev Legal Description: _____

Assessor's Parcel Number: _____

Documents Assigned or Released: N/A

(Gift Deed)

The Grantor, _____, as a gift and for no consideration, conveys and quit claims to Bainbridge Island Metropolitan Parks & Recreation District, the Grantee, the following described real estate, situated in the County of Kitsap, State of Washington together with all after acquired title of the Grantor therein:

[to come]

Dated this _____ day of _____, 2024.

[acknowledgement on next page]

STATE OF WASHINGTON)

COUNTY OF KITSAP) ss.
)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

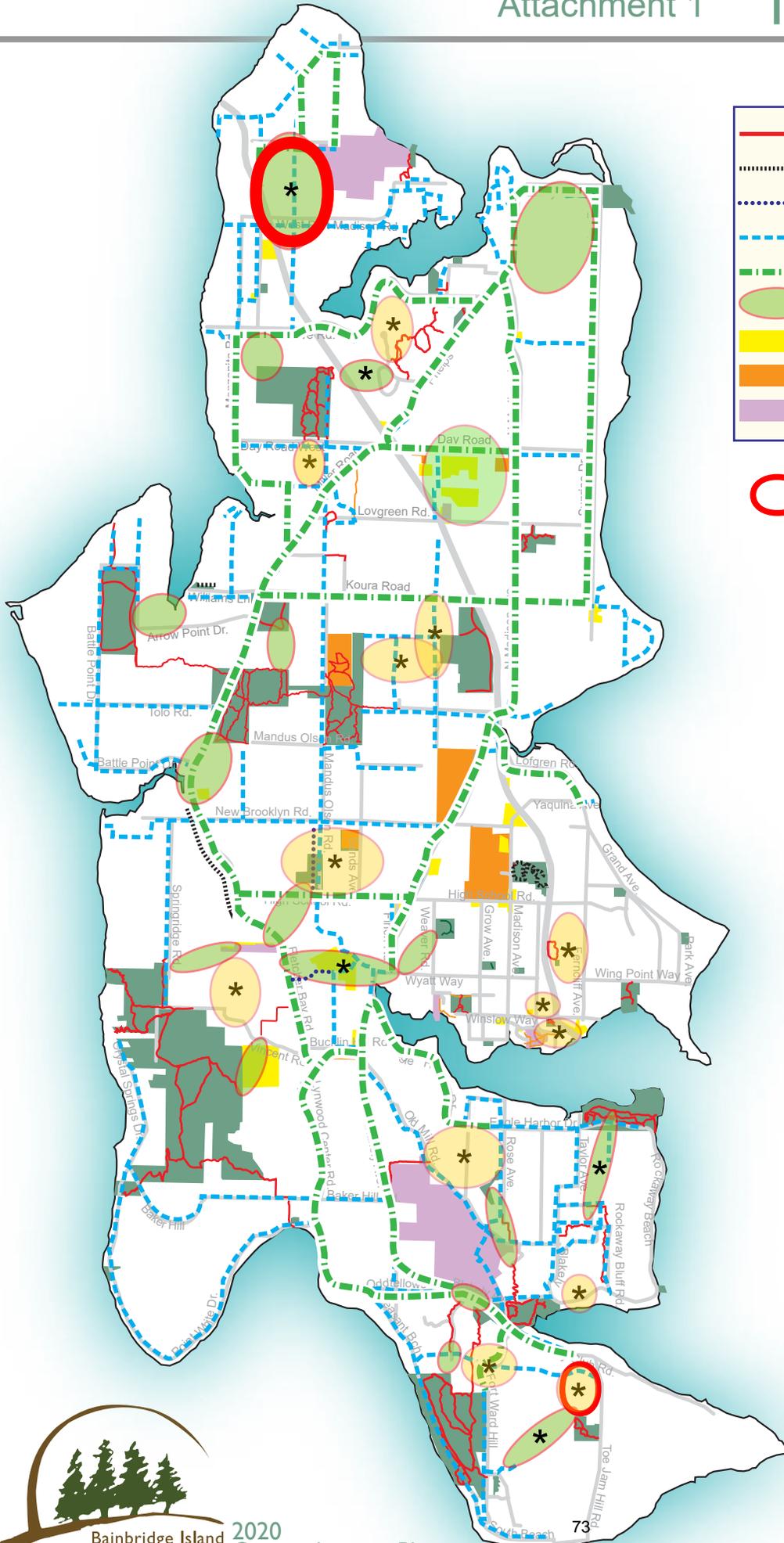
Given under my hand and official seal this ____ day of _____, 2024

NOTARY PUBLIC in and for the State of Washington,
residing at _____
My appointment expires _____
Print Name _____

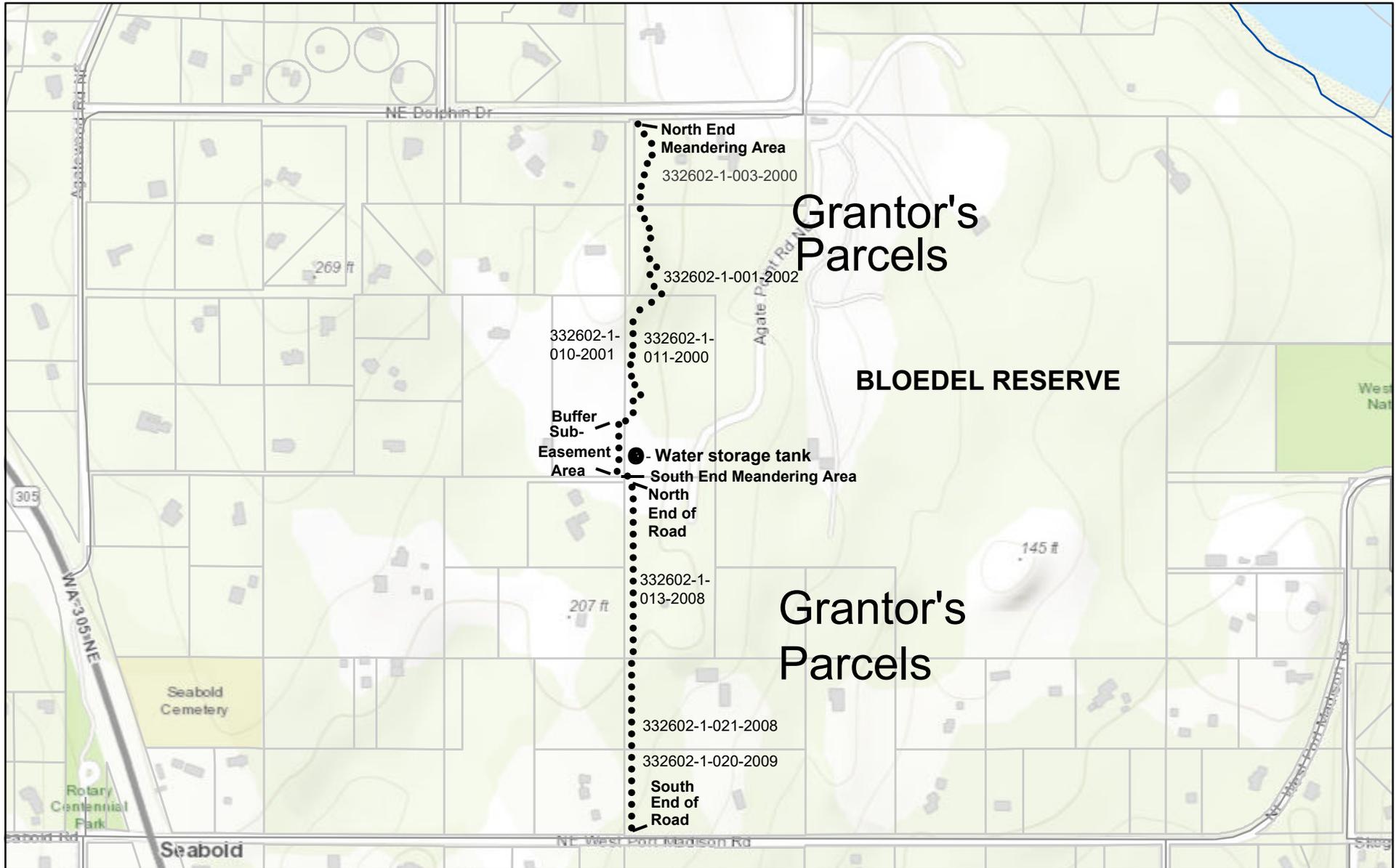
Legend

	BIMPRD Trails
	Planned BIMPRD Trails
	Future BIMPRD Trails
	COBI Non-motorized
	COBI Core 40
	Potential Corridors
	City Property
	School Property
	Other Open Space

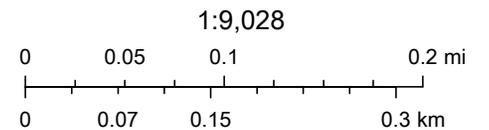
11/21/24 Easements for Transfer Approval



Proposed Public Trail Route at Bloedel Reserve



-  Shoreline
-  Kitsap County Parcel Data
-  Streets
-  Proposed Trail



County of Kitsap, Bureau of Land Management, Esri Canada, Esri, HERE,

Web AppBuilder for ArcGIS

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: Section 33, Township 26N, Range 2E, W.M.

Reference Number(s): [to come]

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 and The Bloedel Reserve is the Grantor under that certain Trail Easement Agreement dated _____, 2024 and recorded under Kitsap County Auditor’s file number _____ (the “Easement Agreement”).
- B. The Easement Agreement contains certain rights and obligations of the Foundation and conveys to the Foundation an easement and a subeasement for a trail (the “Easement”) over and across the Owned Property and the Buffer Property, respectively (each as defined in the Easement Agreement), situated in Kitsap County, Washington and legally described in Exhibit A (the “Property”).
- 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 Thirty-three Thousand, Two Hundred and Eighty-six Dollars and Seventy-two cents. (\$33,286.72), 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 assigns to the District all of the Foundation’s other rights and obligations under the Easement Agreement. The District hereby accepts the Easement and assumes and agrees to pay or perform all of the Foundation’s obligations under the Easement Agreement. The Foundation shall record this Agreement with the Kitsap County Auditor. The Parties shall sign and the Foundation 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, 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.** Any notice required by this Agreement shall be in writing and either delivered personally or sent by certified U.S. mail or courier service, postage or delivery charges prepaid, to the following addresses until or unless a written notice of change of address is delivered to the other by U.S. mail to the last known address:

To the Foundation:

Bainbridge Island Parks & Trails Foundation
Attn: Executive Director
P.O. Box 11127
Bainbridge Island, Washington 98110

To the District:

Bainbridge Island Metropolitan Park and
Recreation District
Attn: Executive Director
11700 Meadowmeer Cir NE
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:

DISTRICT:

Bainbridge Island Parks & Trails Foundation

Bainbridge Island Metropolitan Park and Recreation District

By _____
Mary Meier
Executive Director

By: _____
Dan Hamlin
Executive Director

Date: _____

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: _____

EXHIBIT A

Legal Description of the Property

OWNED PROPERTY

THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 33, TOWNSHIP 26 NORTH, RANGE 2 EAST, W.M. IN KITSAP COUNTY, WASHINGTON.

[Kitsap county tax parcels: 332602-1-020-2009; 332602-1-021-2008; 332602-1-013-2008]

TOGETHER WITH:

RESULTANT PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 200011030162, DESCRIBED AS FOLLOWS: THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, STATE OF WASHINGTON; EXCEPT THE WEST 35.00 FEET THEREOF AND EXCEPT NE DOLPHIN DRIVE.

[Kitsap county tax parcel 332602-1-003-2008]

TOGETHER WITH:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, STATE OF WASHINGTON EXCEPT THE EAST ONE-HALF THEREOF.

[Kitsap County tax parcel 332602-1-011-2000]

TOGETHER WITH:

THE SOUTH ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, STATE OF WASHINGTON; EXCEPT THE WEST 15.00 FEET THEREOF.

[Portion of Kitsap County tax parcel 332601-1-001-2002.

Continued on next page.

BUFFER PROPERTY

THE WEST 4 ACRES OF THE EAST 14 ACRES OF THE SOUTH HALF OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 33,
TOWNSHIP 26 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY,
WASHINGTON.

[Kitsap County Tax Parcel 332602-1-010-2001]

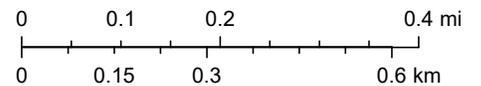
Sunny Hill to Nutes Trail Easement Map



11/4/2024, 2:38:40 PM

1:18,056

-  Shoreline
-  Kitsap County Parcels
-  Trail Easements



County of Kitsap, Bureau of Land Management, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

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 1 of Large Lot No. 01-02-91-1 PTN SE1/4 of NW1/4, S11, T24N, R2E

Assessor's Parcel Account Number: 112402-2-020-2005

Reference Number(s): 202202020178

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 (which acquired title as Bainbridge Island Parks Foundation) (“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 and Dina E. Madson and Paula Sanchez are the Grantors under that certain Trail Easement Agreement dated February 22, 2022 and recorded under Kitsap County Auditor’s file number 202202020178 (the “Easement Agreement”).
- 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 A (the “Property”).
- 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 Seventeen Thousand, Nine Hundred and Seventeen Dollars and Fifty-six cents (\$17,917.56), 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 assigns to the District all of the Foundation’s other rights and obligations under the Easement Agreement. The District hereby accepts the Easement and assumes and agrees to pay or perform all of the Foundation’s obligations under the Easement Agreement. The Foundation shall record this Agreement with the Kitsap County Auditor. The Parties shall sign and the Foundation 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, 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.** Any notice required by this Agreement shall be in writing and either delivered personally or sent by certified U.S. mail or courier service, postage or delivery charges prepaid, to the following addresses until or unless a written notice of change of address is delivered to the other by U.S. mail to the last known address:

To the Foundation:

Bainbridge Island Parks & Trails Foundation
Attn: Executive Director
P.O. Box 11127
Bainbridge Island, Washington 98110

To the District:

Bainbridge Island Metropolitan Park and
Recreation District
Attn: Executive Director
11700 Meadowmeer Cir NE
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:

DISTRICT:

Bainbridge Island Parks & Trails Foundation

Bainbridge Island Metropolitan Park and Recreation District

By _____
Mary Meier
Executive Director

By: _____
Dan Hamlin
Executive Director

Date: _____

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: _____

EXHIBIT A

Legal Description of the Property

LOT 1 OF LARGE LOT NO. 01-02-91-1, RECORDED IN VOLUME 1 OF LARGE LOTS, PAGES 212 AND 213, UNDER AUDITOR'S FILE NOS. 9505260119 AND 9505260121, AND AMENDED UNDER AUDITOR'S FILE NOS. 9506010444 AND 9506060177, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; SUBJECT TO AND/OR TOGETHER WITH EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DESCRIBED IN LARGE LOT 01-02-91-1, RECORDED IN VOLUME 1, PAGES 212 AND 213 OF LARGE LOTS UNDER AUDITOR'S FILE NOS. 9505260119 AND 9505260121, AND AMENDED UNDER AUDITOR'S FILE NOS. 950601444, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., KITSAP COUNTY, WASHINGTON; SITUATE IN KITSAP COUNTY

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:	LOTS 2 AND 3 OF LARGE LOT NO. 01-02-91-1 PTN SE 1/4, NW1/4, S11-T24N-R2E
Assessor’s Parcel Account Number:	112402-2-021-2004; 112402-2-022-2003
Reference Number(s):	202302060036

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 and Kelly J. Kennedy and Ziya V. Dikman are the Grantors under that certain Trail Easement Agreement dated effective as of February 6, 2023 and recorded under Kitsap County Auditor’s file number 202302060036 (the “Easement Agreement”).
- 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 A (the “Property”).
- 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 Thirty-nine Thousand, Seven Hundred and Thirty-two Dollars and Fifty-five cents (\$39,732.55), 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 assigns to the District all of the Foundation’s other rights and obligations under the Easement Agreement. The District hereby accepts the Easement and assumes and agrees to pay or perform all of the Foundation’s obligations under the Easement Agreement. The Foundation shall record this Agreement with the Kitsap County Auditor. The Parties shall sign and the Foundation 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, 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.** Any notice required by this Agreement shall be in writing and either delivered personally or sent by certified U.S. mail or courier service, postage or delivery charges prepaid, to the following addresses until or unless a written notice of change of address is delivered to the other by U.S. mail to the last known address:

To the Foundation:

Bainbridge Island Parks & Trails Foundation
Attn: Executive Director
P.O. Box 11127
Bainbridge Island, Washington 98110

To the District:

Bainbridge Island Metropolitan Park and
Recreation District
Attn: Executive Director
11700 Meadowmeer Cir NE
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:

DISTRICT:

Bainbridge Island Parks & Trails Foundation

Bainbridge Island Metropolitan Park and Recreation District

By _____
Mary Meier
Executive Director

By: _____
Dan Hamlin
Executive Director

Date: _____

Date: _____ r

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Dan Hamlin 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 B

Legal Description of the Property

LOTS 2 AND 3 OF LARGE LOT NO. 01-02-91-1, RECORDED IN VOLUME 1 OF LARGE LOTS, PAGES 212 AND 213, UNDER AUDITOR'S FILE NOS. 9505260119 AND 9505260121, AND AMENDED UNDER AUDITOR'S FILE NOS. 9506010444 AND 9506060177, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.



Site Plan - plat 1



Finch Green Affordable Housing

APN # 272502-2-002-2008

7968 Finch Road NE

Bainbridge Island, WA 98110

Revision	Date

Concept Design v2.0
 Site - plat
 1" = 40' UNO
 October 9, 2024

SD-A.1.2

Davis Studio Architecture + Design, LLC
 310 Madison Ave S, Suite A
 Bainbridge Island, WA 98110
 206.842.5543

JD@davisstudioAD.com
 davisstudioAD.com
 Finch Green Affordable Housing
 © 2023, Davis Studio Architecture + Design, LLC



BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

JOB DESCRIPTION – UPDATE 11/15/2024

Title: Executive Director
Division: Administration
Reports to: Board of Commissioners
Position Status: Full-time – Exempt

JOB SUMMARY

The Executive Director is the Chief Executive Officer of the Bainbridge Island Metropolitan Park and Recreation District (the “District”). The Executive Director reports to the District Board of Commissioners (the “Board”) and is responsible for the implementation of District policy and budget through the overall management of the District’s parks, trails, recreation programs, and personnel.

The Executive Director shall be the administrative head of the entire District, and the leader of all Department and Division Directors including, but not limited to, recreation programming, personnel management, resource management, facility development, community outreach, and business management.

EXAMPLES OF DUTIES AND RESPONSIBILITIES

- Direct the activities of the District are in accordance with the policies and District’s mission statement established by the Board.
- Develop, oversee and recommend to the Board annual financial plans, working budget, goals, and overall fiscal planning. Exercise sound fiscal management and safeguard the fiscal health and sustainability of the District.
- Recommend policies, plans, programs, resource management, budget updates and other necessary information to the Board to assist in its policy-making functions.
- Organize and supervise an efficient and effective administrative organization for the District.
- Oversee all ongoing maintenance and upkeep of park inventory. Make recommendations to the Board concerning land acquisition, facility acquisition and facility development.
- Work with the Board and Staff to set short term and long range strategic planning goals and objectives for the District’s operation.
- Be aware of and represent the District in matters pertaining to zoning changes, land development, climate mitigation, natural resource management, and related concerns which affect the District and Bainbridge Island citizens current and potential future interests.
- Maintain open and clear communication with the public including but not limited to; ongoing outreach, create avenues for public engagement, development of the Comprehensive Plan, work with citizen/special interest groups to address specific needs, engage the public through open meetings and dialogue to compliment the District’s planning/decision making process
- Attend Board meetings, workshops and retreats. Make board meetings accessible to the general public.
- Plan and coordinate efforts to receive federal, state and local funds to assist the District’s operations.

- Represent the District in intergovernmental and community group meetings and take an active role in representing the District.
- Develop and maintain a comprehensive marketing and public outreach program to keep the community apprised of District operations and to promote the District's image, parks, facilities, programs, facility closures, special events, employment opportunities, Board meetings, and any other pertinent public communication.
- Work with the District's attorneys in conjunction with Board established policies, procedures and directives in handling of the District's legal matters.

CONTROLS OVER PERFORMANCE

Under the direction and authority of the Board and within the framework of governing state and local laws and general policy established by the Board, the Executive Director performs the duties of Executive Director with wide latitude for independent judgement and action. The job requires the exercise of mature judgement and the application of management techniques and practices in a wide variety of administrative, fiscal and related areas. Performance of the job is subject to, at a minimum, annual review by the Board and will be based upon results obtained and conformance with governing laws, established policies, mission statement and overall performance.

QUALIFICATIONS

- Bachelor's Degree from an accredited University in Public Administration, Business Administration, Recreation Management or related field.
- Minimum seven (7) years of progressively responsible experience in government administration, planning, budgeting, fiscal management or related fields including considerable supervisory experience.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Commitment to and passion for Parks and Recreation
- Knowledge of municipal organization and functions and related federal, state and local laws, rules, regulations and special programs.
- Strong leadership, organizational and interpersonal skills
- Knowledge of fiscal procedures and budgetary planning.
- Ability to express ideas effectively, orally, in presentation and in writing,
- Ability to perform duties with substantial initiative, sound judgement, integrity, courtesy and creativity.
- Ability to motivate and guide projects from inception to completion, including planning, directing and coordinating the work of all levels in the agency.

WORK ENVIRONMENT AND PHYSICAL EFFORT

Work is performed in an office and public meeting environment and requires occasional evening meetings and weekend duties. Work may include site visits, such as parks and trails, and/or construction sites.

COMPENSATION

Compensation shall be addressed annually with the Board during the month of October.

Equal Opportunity Employer - Americans with Disabilities Act

Requirements outlined in this job description may be subject to modification to reasonably accommodate individuals with disabilities otherwise qualified for employment in this position. This job description does not constitute an employment agreement between the District and Employee and is subject to change as the needs of the District and requirements of the job change.

DRAFT

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-13

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION
DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A
GENERAL FUND BUDGET FOR 2025.**

BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the General Fund budget for fiscal year 2025, a copy of which is attached hereto as Exhibit "A", and incorporated by this 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 21st day of November, 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

**BAINBRIDGE ISLAND METROPOLITAN
PARK AND RECREATION DISTRICT
2025 BUDGET
General Fund**

Exhibit A

Account Type	2025 Board Approved
Estimated Beginning Balance	\$ 6,585,803.00
Tax Revenue	\$ 9,430,229.00
Admin	\$ 117,891.00
Parks	\$ 773,729.00
Recreation	\$ 6,102,158.00
Total Revenue	<u>\$ 16,424,007.00</u>
Admin	\$ 3,790,452.00
CIP Transfer	\$ 3,533,000.00
Parks	\$ 3,403,211.00
Recreation	\$ 7,002,700.00
Total Expense	<u>\$ 17,729,363.00</u>
(Deficit) Surplus	<u><u>\$ (1,305,356.00)</u></u>
Estimated ending balance	<u>\$ 5,280,447.00</u>

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-14

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A CAPITAL IMPROVEMENT FUND BUDGET FOR 2025.

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 fiscal year 2025, a copy of which is attached hereto as Exhibit "A", and incorporated by this 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 21st day of November, 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

2025 Capital Improvement Fund
Budget



Exhibit A

Projects	Funding	Deferred Maint	FY25	FY26	FY27	FY 28	FY 29	FY 30
1 AQ Nakata Boiler	General Fund	Capital				150,000		
AQ Door Replace	General Fund	Capital						
2 ADA Improvements	General Fund	Capital		50,000	50,000	50,000	50,000	50,000
AQ Nakata Pool Liner	General Fund	Capital						
3 Aquatic Ray Replacement Pool Upgrades	General Fund	Capital	900,000					
4 Aquatic Slide interior recoating	General Fund	Capital	150,000					
5 Aquatic Ray Loan payment	General Fund	Capital	300,000	350,000	350,000	350,000	350,000	350,000
AQ restroom and locker updates	General Fund	Capital						
AQ Nakata Light replace	General Fund	Capital						
6 AQ Nakata Solar panels	General Fund	Capital	10,000					
7 AQ Ray Pool Solar (water)	General Fund	Capital				60,000		
Aquatic staircase	General Fund	Capital	160,000					
8 Aquatic Ray Planning	General Fund	Capital	300,000					
9 Asphalt Improvements	General Fund	Capital					50,000	
10 Aquatic Nakata steel truss re-coating	General Fund	Deferred Maint			40,000			
11 Battle Point picnic shelter renovation	General Fund	Capital						
12 Battle Point Turf Field	General Fund	Capital		1,500,000				

Projects	Funding	Deferred Maint	FY25	FY26	FY27	FY 28	FY 29	FY 30
13 Ball Field Improvements	General Fund	Capital	50,000	50,000	50,000	50,000	50,000	50,000
14 Maintenance Area Plan	General Fund	Capital					500,000	
BPP Bathrooms Bld and Septic	General Fund	Capital	165,000					
15 Battle Point Transmitter membrane roof	General Fund	Large Maintenance		50,000				
16 Cave Property Improvements	General Fund	Capital			200,000			
Dog Park Expansion	General Fund	Capital						
17 Eagle Dale Roof-Pottery Studio	General Fund	Capital			150,000			
Eagle Dale Shelter Roof	General Fund	Capital	8,000					
18 Eagle Harbor Sail Float	General Fund	Capital	1,400,000					
19 Fay Bathroom/shower (building and Septic)	General Fund	Capital					350,000	
20 Ft Ward Shelter	General Fund	Capital				50,000		
21 Grand Forest Parking Expansion	General Fund	Capital		50,000				
22 Hidden Cove Shelter	General Fund	Capital			50,000			
23 Island Center Hall Heat	General Fund	Capital		25,000				
24 Island Center Hall Septic	General Fund	Capital					50,000	
25 Meigs trails corridor trail construction	General Fund	Capital				350,000		
New Admin Building	General Fund	Capital						
26 Gideon Playground Improvements	General Fund	Capital				50,000		

Projects	Funding	Deferred Maint	FY25	FY26	FY27	FY 28	FY 29	FY 30
Pt White Pier	General Fund	Capital						
27 Pritchard Park improvements	General Fund	Capital			50,000			
Pru's/Hill Top septic	General Fund	Capital						
28 Sakai Improvements	General Fund	Capital		100,000				
Sakai Road Approach	General Fund	Capital						
29 Seabold Playground	General Fund	Capital					20,000	
30 Seabold Roof Replacement	General Fund	Capital		40,000				
31 Seabold Foundation	General Fund	Capital			25,000			
Strawberry Hill batting cage	General Fund	Capital						
Strawberry Bike area	General Fund	Capital						
Strawberry Hill Skate Park Improvements	General Fund	Capital						
32 Strawberry Hill Center Heat pump	General Fund	Capital		25,000				
Tennis Court	General Fund	Capital						
33 SH Skate bowl Painting	General Fund	Large Maintenance	30,000					
34 SH Snack Shack roof	General Fund	Large Maintenance			25,000			
35 Court Resurface	General Fund	Capital	60,000					
36 TOTAL GENERAL AND LID LIFT FUNDING			3,533,000	2,240,000	990,000	1,110,000	1,420,000	450,000
37								
38 Aquatic - Ray Pool	Loan	Capital	2,200,000					
39 Battle Point Picnic Shelter (Kids Up)	Grant	Capital		200,000				

Projects	Funding	Deferred Maint	FY25	FY26	FY27	FY 28	FY 29	FY 30
BP Tennis/Pickleball improvements	donation	Capital	53,000					
40 BIJAEMA Visitor Center	Dept of Commerce	Capital	620,000					
41 Eagle Harbor Sail Float	Grant	Capital	500,000					
42 EV Stations	Dept of Commerce	Capital	75,000					
43 Meigs Trail Improvements (Boardwalks)	Grants	Capital	100,000					
44 Moritani Habitat	/BI Parks Foundation	Capital	10,000	10,000	10,000	10,000		
45 Point White Pier	Donations	Capital			750,000			
Eagle Harbor Sail Float	Grant	Capital						
46 Strawberry Bike area	Donation	Capital	450,000					
47 Strawberry Hill Snack Shack	Donation	Capital				50,000		
48 Strawberry Hill Skate Park Improvements	Donation	Capital	1,150,000	150,000				
Strawberry Hill batting cage	Donation	Capital						
Tennis courts	Donation	Capital	70,000					
Williams	/BI Parks Foundation	Capital						
49 TOTAL OTHER FUNDING			5,228,000	360,000	760,000	60,000	0	0
50								
51 TOTAL ALL PROJECTS			8,761,000	2,600,000.00	1,750,000.00	1,170,000.00	1,420,000.00	450,000.00

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A LAND ACQUISITION FUND BUDGET FOR 2025.

BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the Land Acquisition Fund budget for fiscal year 2025, a copy of which is attached hereto as Exhibit "A", and incorporated by this 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 21st day of November, 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

My Budget Comparison Report
Account Detail



Bainbridge Island Metro Park & Recreation

Account Number
Program: 000 - No Program

Revenue
[310-000-200-3611](#)

Investment Interest

Total Revenue:

Expense
[310-000-200-5768-063](#)

Park Facilities - Trail Easement

Total Expense:

Total Program: 000 - No Program:

Report Total:

Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
2024 Board Approve	2025 Finance Director	Increase / (Decrease)	
120.00	120.00	0.00	0.00%
120.00	120.00	0.00	0.00%
50,000.00	50,000.00	0.00	0.00%
50,000.00	50,000.00	0.00	0.00%
-49,880.00	-49,880.00	0.00	0.00%
-49,880.00	-49,880.00	0.00	0.00%

My Budget Comparison Report

Group Summary

Account Type	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Program: 000 - No Program				
Revenue	120.00	120.00	0.00	0.00%
Expense	50,000.00	50,000.00	0.00	0.00%
Total Program: 000 - No Program:	-49,880.00	-49,880.00	0.00	0.00%
Report Total:	-49,880.00	-49,880.00	0.00	0.00%

Fund	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
	2024 Board Approve	2025 Finance Director	Increase / (Decrease)	
310 - Land Acquisition Fund	-49,880.00	-49,880.00	0.00	0.00%
Report Total:	-49,880.00	-49,880.00	0.00	0.00%

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-16

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A TURF FIELD REPLACEMENT FUND BUDGET FOR 2025.

BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the Turf Field Replacement Fund budget for fiscal year 2025, a copy of which is attached hereto as Exhibit "A", and incorporated by this 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 21st day of November, 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

My Budget Comparison Report
Account Detail



Bainbridge Island Metro Park & Recreation

Account Number
Program: 000 - No Program
Revenue
[320-000-100-3611](#)
[320-000-100-3970](#)

	Parent Budget 2024 Board Approve	Comparison 1 Budget 2025 Finance Director	Comparison 1 to Parent Budget Increase / (Decrease)	%
Investment Interest	120.00	120.00	0.00	0.00%
Transfer From CC 29	7,000.00	20,000.00	13,000.00	185.71%
Total Revenue:	7,120.00	20,120.00	13,000.00	182.58%
Total Program: 000 - No Program:	7,120.00	20,120.00	13,000.00	182.58%
Report Total:	7,120.00	20,120.00	13,000.00	182.58%

My Budget Comparison Report

Group Summary

Account Type	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Program: 000 - No Program				
Revenue	7,120.00	20,120.00	13,000.00	182.58%
Total Program: 000 - No Program:	7,120.00	20,120.00	13,000.00	182.58%
Report Total:	7,120.00	20,120.00	13,000.00	182.58%

Fund	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
	2024 Board Approve	2025 Finance Director	Increase / (Decrease)	
320 - Turf Field Replacement Fund	7,120.00	20,120.00	13,000.00	182.58%
Report Total:	7,120.00	20,120.00	13,000.00	182.58%

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A BOND REDEMPTION FUND BUDGET FOR 2025.

BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the Bond Redemption Fund budget for fiscal year 2025, a copy of which is attached hereto as Exhibit "A", and incorporated by this 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 21st day of November, 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

My Budget Comparison Report Account Detail



Bainbridge Island Metro Park & Recreation

Account Number
Program: 000 - No Program

Revenue
[200-000-000-3970](#)
[200-000-100-3111](#)

Expense
[200-000-100-5917-670](#)
[200-000-100-5927-680](#)

	Parent Budget 2024 Board Approve	Comparison 1 Budget 2025 Finance Director	Comparison 1 to Parent Budget Increase / (Decrease)	%
Transfers In Debt	255,558.00	255,558.00	0.00	0.00%
Property Tax Revenue	458,975.00	459,675.00	700.00	0.15%
Total Revenue:	714,533.00	715,233.00	700.00	0.10%
Red Of Long Term Debt - Debt	310,000.00	320,000.00	10,000.00	3.23%
Interest And Related Debt Serv	404,533.00	395,233.00	-9,300.00	-2.30%
Total Expense:	714,533.00	715,233.00	700.00	0.10%
Total Program: 000 - No Program:	0.00	0.00	0.00	0.00%
Report Total:	0.00	0.00	0.00	0.00%

Account Type	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
Program: 000 - No Program				
Revenue	714,533.00	715,233.00	700.00	0.10%
Expense	714,533.00	715,233.00	700.00	0.10%
Total Program: 000 - No Program:	0.00	0.00	0.00	0.00%
Report Total:	0.00	0.00	0.00	0.00%

Fund	Parent Budget	Comparison 1	Comparison 1	%
		Budget	to Parent Budget	
	2024	2025	Increase /	
	Board Approve	Finance Director	(Decrease)	
200 - Debt Service Fund	0.00	0.00	0.00	0.00%
Report Total:	0.00	0.00	0.00	0.00%

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, AUTHORIZING 2025 SALARIES FOR PERSONNEL OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT.

WHEREAS, the 2025 General Fund Budget has been reviewed and approved by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District; and

WHEREAS, the attached salary scale for 2025 includes changes reflected in the 2025 General Fund budget which include a 4% cost of living adjustment for all staff based on a rise in the consumer price index;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, as follows:

1. That monthly salaries for full time personnel and that hourly wage rates for regular part-time and part-time employees are established and attached hereto as Exhibit "A" for the year, 2025.
2. That the Park District Executive Director may authorize scheduled/periodic salary step increases based on merit evaluation, and in accordance with Park District personnel policies or as amended.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 21st day of November, 2024, the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

**Bainbridge Island Metro Park and Recreation
2025 Salary Scale**

Exhibit A

FULL TIME 2025 SALARY SCALE (40 hours equivalent)

BAINBRIDGE ISLAND METRO PARK AND RECREATION DISTRICT

POSITION	Hourly/Salary	2024	2025		B Step	C Step	D Step	E Step	F Step	G Step	H Step	I Step	J Step	K Step	L Step
		A Step	A Step												
Office Specialist	Hourly	25.82	26.85	27.65	28.48	29.34	30.22	31.12	32.06	33.02	34.01	35.03	36.08	37.16	
	Monthly Equiv.	4,475	4,653.64	4,793.25	4,937	5,085	5,238	5,395	5,557	5,723	5,895	6,072	6,254	6,442	
	Annual Equiv.	53,696	55,843.63	57,518.94	59,245	61,022	62,852	64,738	66,680	68,681	70,741	72,863	75,049	77,301	
Maintenance Tech	Hourly	27.11	28.19	29.04	29.91	30.80	31.73	32.68	33.66	34.67	35.71	36.78	37.89	39.02	
	Monthly Equiv.	4,698	4,886.32	5,032.91	5,184	5,339	5,500	5,665	5,835	6,010	6,190	6,376	6,567	6,764	
	Annual Equiv.	56,381	58,635.80	60,394.88	62,207	64,073	65,995	67,975	70,014	72,115	74,278	76,506	78,802	81,166	
Rec Prog Specialist	Hourly	28.40	29.53	30.42	31.33	32.27	33.24	34.24	35.26	36.32	37.41	38.53	39.69	40.88	
	Monthly Equiv.	4,922	5,119.00	5,272.57	5,431	5,594	5,761	5,934	6,112	6,296	6,485	6,679	6,880	7,086	
	Annual Equiv.	59,065	61,427.97	63,270.81	65,169	67,124	69,138	71,212	73,348	75,549	77,815	80,150	82,554	85,031	
Senior Office Specialist	Hourly	28.40	29.53	30.42	31.33	32.27	33.24	34.24	35.26	36.32	37.41	38.53	39.69	40.88	
	Monthly Equiv.	4,922	5,119.00	5,272.57	5,431	5,594	5,761	5,934	6,112	6,296	6,485	6,679	6,880	7,086	
	Annual Equiv.	59,065	61,427.97	63,270.81	65,169	67,124	69,138	71,212	73,348	75,549	77,815	80,150	82,554	85,031	
Accounting Coordinator	Hourly	32.27	33.56	34.57	35.60	36.67	37.77	38.91	40.07	41.28	42.51	43.79	45.10	46.46	
	Monthly Equiv.	5,593	5,817.06	5,991.57	6,171	6,356	6,547	6,744	6,946	7,154	7,369	7,590	7,818	8,052	
	Annual Equiv.	67,120	69,804.71	71,898.85	74,056	76,277	78,566	80,923	83,350	85,851	88,427	91,079	93,812	96,626	
Recreation Program Coord	Hourly	32.27	33.56	34.57	35.60	36.67	37.77	38.91	40.07	41.28	42.51	43.79	45.10	46.46	
	Monthly Equiv.	5,593	5,817.06	5,991.57	6,171	6,356	6,547	6,744	6,946	7,154	7,369	7,590	7,818	8,052	
	Annual Equiv.	67,120	69,804.71	71,898.85	74,056	76,277	78,566	80,923	83,350	85,851	88,427	91,079	93,812	96,626	
Maintenance Coordinator	Hourly	32.27	33.56	34.57	35.60	36.67	37.77	38.91	40.07	41.28	42.51	43.79	45.10	46.46	
	Monthly Equiv.	5,593	5,817.06	5,991.57	6,171	6,356	6,547	6,744	6,946	7,154	7,369	7,590	7,818	8,052	
	Annual Equiv.	67,120	69,804.71	71,898.85	74,056	76,277	78,566	80,923	83,350	85,851	88,427	91,079	93,812	96,626	
Office Supervisor	Hourly	32.27	33.56	34.57	35.60	36.67	37.77	38.91	40.07	41.28	42.51	43.79	45.10	46.46	
	Monthly Equiv.	5,593	5,817.06	5,991.57	6,171	6,356	6,547	6,744	6,946	7,154	7,369	7,590	7,818	8,052	
	Annual Equiv.	67,120	69,804.71	71,898.85	74,056	76,277	78,566	80,923	83,350	85,851	88,427	91,079	93,812	96,626	

**Bainbridge Island Metro Park and Recreation
2025 Salary Scale**

BAINBRIDGE ISLAND METRO PARK AND RECREATION DISTRICT

POSITION	Hourly/Salary	2024	2025		B Step	C Step	D Step	E Step	F Step	G Step	H Step	I Step	J Step	K Step	L Step
		A Step	A Step	A Step											
	Annual		108,901.63	112,168.68	115,534	119,000	122,570	126,247	130,034	133,935	137,953	142,092	146,355	150,745	
Division Director	Monthly	8,726	9,075.14	9,347.39	9,628	9,917	10,214	10,521	10,836	11,161	11,496	11,841	12,196	12,562	
	Annual	104,713	108,901.63	112,168.68	115,534	119,000	122,570	126,247	130,034	133,935	137,953	142,092	146,355	150,745	
Assistant Executive Director	Monthly	9,599	9,982.65	10,282.13	10,591	10,908	11,236	11,573	11,920	12,277	12,646	13,025	13,416	13,818	
	Annual	115,184	119,791.79	123,385.54	127,087	130,900	134,827	138,872	143,038	147,329	151,749	156,301	160,990	165,820	

BAINBRIDGE ISLAND METROPOLITAN PARK RECREATION DISTRICT

2025 Salary Scale

REGULAR PART-TIME SALARY SCALE FOR 2025 - ALL HOURLY

	2024	2025											
POSITION	A Step	A Step	B Step	C Step	D Step	E Step	F Step	G Step	H Step	I Step	J Step	K Step	L Step
Office Assistant	23.23	24.16	24.89	25.64	26.40	27.20	28.01	28.85	29.72	30.61	31.53	32.47	33.45
Head Lifeguard	24.53	25.51	26.27	27.06	27.87	28.71	29.57	30.46	31.37	32.31	33.28	34.28	35.31
Office Specialist	25.82	26.85	27.65	28.48	29.34	30.22	31.12	32.06	33.02	34.01	35.03	36.08	37.16
Maintenance Tech	27.11	28.19	29.04	29.91	30.80	31.73	32.68	33.66	34.67	35.71	36.78	37.89	39.02
Rec. Program Specialist	28.40	29.53	30.42	31.33	32.27	33.24	34.24	35.26	36.32	37.41	38.53	39.69	40.88
Maintenance Coordinator	32.27	33.56	34.57	35.60	36.67	37.77	38.91	40.07	41.28	42.51	43.79	45.10	46.46

Step Scale from A to L is 3%

Executive Director has authority to negotiate hourly pay rates for short term, highly specialized, part-time employees.

Bainbridge Island Metro Park Recreation District 2025 Salary Scale

PART-TIME SALARY SCALE FOR 2025 - ALL HOURLY

POSITION	2024	2025											
	A step	A step	B Step	C Step	D Step	E Step	F Step	G Step	H Step	I Step	J Step	K Step	L Step
Student Conservation Corp and Trails Crew	\$ 17.43	\$ 18.13	18.68	19.24	19.82	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10
Park Aide	\$ 17.44	\$ 18.13	18.68	19.24	19.82	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10
Camp Counselor	\$ 17.44	\$ 18.13	18.68	19.24	19.82	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10
Recreation Assistant	\$ 17.44	\$ 18.13	18.68	19.24	19.82	20.41	21.02	21.65	22.30	22.97	23.66	24.37	25.10
Front Desk Clerk	\$ 18.72	\$ 19.47	20.05	20.65	21.27	21.91	22.57	23.24	23.94	24.66	25.40	26.16	26.94
Senior Recreation Assistant	\$ 18.72	\$ 19.47	20.05	20.65	21.27	21.91	22.57	23.24	23.94	24.66	25.40	26.16	26.94
Janitor		\$ 20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.60	25.34	26.10	26.88	27.68
Front Desk Lead		\$ 20.05	20.65	21.27	21.91	22.57	23.24	23.94	24.66	25.40	26.16	26.94	27.75
Lifeguard	\$ 19.36	\$ 20.14	20.74	21.36	22.00	22.66	23.34	24.04	24.77	25.51	26.27	27.06	27.87
Recreation Instructor	\$ 19.36	\$ 20.14	20.74	21.36	22.00	22.66	23.34	24.04	24.77	25.51	26.27	27.06	27.87
Aquatics Instructor	\$ 20.65	\$ 21.48	22.12	22.79	23.47	24.17	24.90	25.65	26.42	27.21	28.02	28.87	29.73
Recreation Program Leader	\$ 20.65	\$ 21.48	22.12	22.79	23.47	24.17	24.90	25.65	26.42	27.21	28.02	28.87	29.73
Senior Lifeguard	\$ 21.94	\$ 22.82	23.51	24.21	24.94	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59
Camp Program Supervisor	\$ 21.94	\$ 22.82	23.51	24.21	24.94	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59
Recreation Specialist	\$ 21.94	\$ 22.82	23.51	24.21	24.94	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59
Teen Center Program Supervisor	\$ 21.94	\$ 22.82	23.51	24.21	24.94	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59
Senior Student Conservation Corp	\$ 21.94	\$ 22.82	23.51	24.21	24.94	25.69	26.46	27.25	28.07	28.91	29.78	30.67	31.59
Office Assistant	\$ 23.23	\$ 24.16	24.89	25.64	26.40	27.20	28.01	28.85	29.72	30.61	31.53	32.47	33.45
Event Assistant	\$ 23.23	\$ 24.16	24.89	25.64	26.40	27.20	28.01	28.85	29.72	30.61	31.53	32.47	33.45
Assistant Recreation Program Coordinator	\$ 24.53	\$ 25.51	26.27	27.06	27.87	28.71	29.57	30.46	31.37	32.31	33.28	34.28	35.31
Assistant Swim Coach	\$ 24.53	\$ 25.51	26.27	27.06	27.87	28.71	29.57	30.46	31.37	32.31	33.28	34.28	35.31

Bainbridge Island Metro Park Recreation District 2025 Salary Scale

POSITION	2024	2025											
	A step	A step	B Step	C Step	D Step	E Step	F Step	G Step	H Step	I Step	J Step	K Step	L Step
Senior Recreation Instructor	\$ 24.53	\$ 25.51	26.27	27.06	27.87	28.71	29.57	30.46	31.37	32.31	33.28	34.28	35.31
Swim Coach - Assistant	\$ 24.53	\$ 25.51	26.27	27.06	27.87	28.71	29.57	30.46	31.37	32.31	33.28	34.28	35.31
Student Conservation/Trails Crew Coordinator	\$ 24.53	\$ 25.51	26.27	27.06	27.87	28.71	29.57	30.46	31.37	32.31	33.28	34.28	35.31
Office Specialist	\$ 25.82	\$ 26.85	27.65	28.48	29.34	30.22	31.12	32.06	33.02	34.01	35.03	36.08	37.16
Maintenance Tech	\$ 27.11	\$ 28.19	29.04	29.91	30.80	31.73	32.68	33.66	34.67	35.71	36.78	37.89	39.02
CDL Driver	\$ 31.62	\$ 32.89	33.88	34.89	35.94	37.02	38.13	39.27	40.45	41.66	42.91	44.20	45.53

Step Scale from A to L is 3%

Executive Director has authority to negotiate hourly pay rates for short term, highly specialized, part-time employees.

Minimum wage: \$16.66

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-19

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, AUTHORIZING AND DIRECTING THE COUNTY ASSESSOR TO LEVY REGULAR PROPERTY TAXES FOR COLLECTION IN 2025.

WHEREAS, pursuant to RCW 84.55.120, a properly noticed public hearing was held on November 21, 2024 to consider the revenue sources including the 2025 regular and excess property tax levies; and

WHEREAS, on August 3, 2021, Proposition No. 1 was approved by the voters of the District, limiting annual levy increases for the years 2023 to 2027 to the annual increase (measured from June to June) in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Seattle-Tacoma-Bellevue statistical area, as compiled by the U.S. Bureau of Labor Statistics; and

WHEREAS, the maximum allowable regular levy for collection in calendar year 2025 is calculated to be \$9,455,077, which is equal to the lesser of (i) the amount estimated to be produced at the District's maximum statutory rate (\$0.75/\$1,000); or (ii) the District's highest previous levy (\$9,007,057) multiplied by the voter-approved limit factor of 3.6% (the CPI-W index change from June 2023 to June 2024), plus new construction and other adjustments pursuant to RCW 84.55.010; and

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the District that the levy amount for collection in 2025 shall be the amount set forth below and is within the applicable limitations set by the voters;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the District ("Board") as follows:

Section 1. Regular Property Tax Levy. Based on the voter-approved limitation on annual levy increases, the Board has determined that the Regular Property Tax levy for collection in calendar year 2025 is fixed and established in the amount of \$9,455,077. This Regular Property Tax levy represents a dollar increase of \$302,886 and a percentage increase of 3.6% from the levy amount set for collection in the previous year, excluding the addition of new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred, and administrative refunds made as shown below:

2025 Regular Levy	\$9,455,077.00
Less 2024 Regular Levy Amount	9,007,057.00
Less New Construction	49,982.00
Less Refunds	35,152.00
Less additional tax revenues	60,000.00
Total Increase	302,886.00

Percent Increase **3.6**

The Chair of the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District be authorized to sign on behalf of the District, the Levy Certification hereto attached as Exhibit "A".

Section 2. Notice to Kitsap County. This resolution shall be certified to the proper County officials, as provided by law, and taxes herein levied shall be collected on behalf of the District at the time

and in the manner provided by the laws of the State of Washington for the collection of taxes for metropolitan park and recreation districts.

Section 3. Severability; Necessary Corrections. Should any section, paragraph, sentence, clause or phrase of this resolution, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this resolution be preempted by State or Federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances. The Secretary of the Board is authorized to make necessary corrections to this resolution to correct any typographical, scrivener's or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or section/subsection numbering and references.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption, as provided by law.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 21st day of November 2024 the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin



Form 64 0100

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I (Name),
 (Title), for (District name),
do hereby certify to the (Name of county) County legislative authority
that the (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on (Date of public hearing).

Regular levies

Levy	General levy	Other levy* <input type="text"/>
Total certified levy request amount , which includes the amounts below.	9,455,077.00	
Administrative refund amount	35,152.00	
Non-voted bond debt amount		
Other* <input type="text"/>		

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy* <input type="text"/>
Total certified levy request amount , which includes the amounts below.					
Administrative refund amount					
Other* <input type="text"/>					

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____

To request this document in an alternate format, please complete the form dor.wa.gov/AccessibilityRequest or call 360-705-6705. Teletype (TTY) users please dial 711.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-20

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, AUTHORIZING AND DIRECTING THE COUNTY ASSESSOR TO LEVY AND EXTEND UPON THE BOOKS OF KITSAP COUNTY THE SUM OF \$519,675 FOR COLLECTION IN 2025 FOR THE PURPOSE OF PAYING THE INTEREST AND PRINCIPAL PAYMENTS DUE ON JUNE 1, 2025, AND DECEMBER 1, 2025, ON GENERAL OBLIGATION BOND INDEBTEDNESS OF THE DISTRICT.

WHEREAS, many of the voter-approved general obligation bonds referenced in Resolution 2014-24 and adopted on November 25, 2014 have been paid off or were consolidated in the voter approved general obligation refunding bonds approved by Resolution 2009-14 and adopted on August 27, 2009; and

WHEREAS, the last bond refunded in accordance with Resolution 2009-14 adopted on August 27, 2009 was paid off at the end of 2018; and

WHEREAS, the current outstanding voter-approved indebtedness of the Bainbridge Island Metropolitan Park & Recreation District was assumed in accordance with Resolution 2015-12 adopted on June 18, 2015; and

WHEREAS, payments of interest and/or principal on the above referenced bond are made twice a year and are due and payable on June 1, 2025 and December 1, 2025,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that:

There shall be need of \$519,675 to pay the interest and principal on the above referenced bond that will become due and payable on the dates indicated above, and that the Board of Commissioners does hereby certify the need for an excess levy upon all taxable property within the Bainbridge Island Metropolitan Park & Recreation District to raise \$519,675, and does hereby authorize, direct and request the County Assessor to extend upon the books of Kitsap County the need for taxation to raise \$519,675 for the Bainbridge Island Metropolitan Park & Recreation District for collection in 2025 with such amount broken down as follows:

Administrative Fee	0.00
Principal	320,000.00
Interest	139,675.00
Reserve for Uncollected Taxes	<u>60,000.00</u>
Total Levy Amount	519,675.00

And that the Chair of the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District be authorized to sign on behalf of the District, the Levy Certification hereto attached as Exhibit "A",

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 21st day of November, 2024.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin



Form 64 0100

Levy Certification

Submit this document, or something similar, to the **county legislative authority on or before November 30** of the year preceding the year in which the levy amounts are to be collected.

Courtesy copy may be provided to the county assessor.

This form is not designed for the certification of levies under RCW 84.52.070.

In accordance with RCW 84.52.020, I (Name),
 (Title), for (District name),
do hereby certify to the (Name of county) County legislative authority
that the (Commissioners, Council, Board, etc.) of said district requests
that the following levy amounts be collected in (Year of collection) as provided in the district's
budget, which was adopted following a public hearing held on (Date of public hearing).

Regular levies

Levy	General levy	Other levy* <input type="text"/>
Total certified levy request amount , which includes the amounts below.	519,675.00	<input type="text"/>
Administrative refund amount	<input type="text"/>	<input type="text"/>
Non-voted bond debt amount	<input type="text"/>	<input type="text"/>
Other* <input type="text"/>	<input type="text"/>	<input type="text"/>

Excess levies

Levy	General (n/a for school districts)	Bond	Enrichment (school districts only)	Cap. project	Other levy* <input type="text"/>
Total certified levy request amount , which includes the amounts below.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Administrative refund amount	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other* <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Examples of other levy types may include EMS, school district transportation, or construction levies. Examples of other amounts may include levy error correction or adjudicated refund amount. Please include a description when using the "other" options.

Signature: _____ **Date:** _____

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BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2024-21

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING AN ADDITIONAL OPERATIONAL POLICY FOR THE DISTRICT'S POLICY MANUAL

WHEREAS, the Bainbridge Island Metropolitan Park & Recreation District has in place a District Policy Manual that consists of operational and personnel policies adopted by its Board of Commissioners as outlined in Resolutions 2010-25, 2011-01, 2011-25, 2012-20, 2012-21, 2012-30, 2015-25, 2016-17, 2017-10, 2017-11, 2017-26, 2018-08, 2020-08, 2020-09, 2020-10, 2021-06, 2022-09; and

WHEREAS, it is understood that as additional policies are drafted or existing policies are revised, they will be brought to the Board for review, adoption, and inclusion in the Park District's Policy Manual; and

WHEREAS, the following operational policy has been prepared by staff, and is now ready for adoption by the Board of Commissioners and inclusion in the Park District's Policy Manual:

1. New operational policy in the finance policies section 3300: Payroll

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the payroll policy attached hereto as Exhibit "A" be adopted and included in the Park District's Policy Manual.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 21st day of November, 2024, the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

Policy Name: Payroll
Section: 3000 Operational: 3300 Finance
Policy Number: 0000

Purpose: This policy outlines the procedures and guidelines for the timely and accurate processing of employee compensation. The policy ensures that all employees are paid in accordance with District standards and applicable labor laws. This policy supersedes any other policy written regarding payroll prior to November 21, 2024.

Reference: None applicable

Policy:

Scope

This policy applies to all employees of Bainbridge Island Metro Park & Recreation District, including full-time, part-time, and temporary staff.

Payroll Schedule

- **Pay Period:** Employees are paid monthly.
 - **Full-time employees:** Paid from the 16th of the calendar month through the 15th of the next calendar month (example: August 16 to September 15). Full-time staff that worked at the District as of September 16, 2024 will have been paid a draw of half a month. This will be due to the District upon termination. Full-time employees hired after that date are paid from the 16th to the 15th with no draw.
 - **Part-time employees:** Paid from the 16th of the calendar month through the 15th of the next calendar month (example: August 16 to September 15).
- **Payday:** The designated payday is the last day of the month. Generally, if payday falls on a holiday or weekend, payment will be issued on the preceding business day. *Some months may be short (for example February), or holidays, weather, and internet issues may interfere with performing payroll. In those instances, employees will be paid no later than the last day of the month.*
- **Increases in pay,** whether merit or promotion will be effective on the 16th of the month to accommodate the pay periods. Exceptions must be approved by the accounting department and reflected on the Personnel Action Form.

Employee Classification

1. **Exempt Employees:** Paid a fixed salary and not eligible for overtime pay as per the Fair Labor Standards Act.
2. **Non-Exempt Employees:** Paid hourly and are eligible for overtime pay in accordance with federal and state labor laws. The employee can opt to convert overtime to compensatory time. This must be done before the employee submits their time sheets. See section 400 of the Policy Manual regarding personnel for benefit information regarding maximum accrual etc.

Payment Methods

1. **Direct Deposit:** All employees are encouraged to enroll in direct deposit to receive their pay. Payments are made directly to the employee's designated bank account.
2. **Paper Checks:** If a direct deposit is not used, employees will receive paper checks, which will be mailed on payday.

- Electronic Pay Stubs: Pay stubs will be provided electronically through the District's payroll system.

Timekeeping and Attendance

- All non-exempt employees must accurately record their working hours using the District's approved time-tracking system. Some exemptions can be made with prior approval of the accounting department, and with completing the proper paperwork (as determined by the accounting department).
- The accounting department will determine when the timesheets are due.
- Employees are responsible for ensuring that their time records are accurate and submitted for approval by the date determined by the accounting department.
- Any discrepancies in time reporting must be promptly reported to the employee's supervisor for correction.
- Previous pay period corrections will be turned in to the accounting department in the manner determined by that department (example: a manual timesheet may be requested).

Rounding of Hours

- Currently rounding is not utilized by the District. The Executive Director has the discretion to institute rounding at any time.
- Rounding simply means time worked is rounded to the nearest quarter-hour (15 minutes) or some other set increment.
- This rounding system will follow the Fair Labor Standards Act and be applied consistently for all employees.

Overtime/Compensatory Time

- Overtime is paid at one and a half times the employee's regular hourly rate for all hours worked beyond 40 hours per week, in accordance with applicable state and federal labor laws. Employees have the option to convert overtime to compensatory time. The maximum compensatory time accrual is 80 hours. Once that limit is met, overtime pay will be made to that employee.
- Overtime worked must be pre-approved by a supervisor or manager. Overtime approval is part of the timesheet approval process.

Holiday Pay

See section 400 of the Policy Manual regarding personnel for additional information.

Salary Scale

The salary scale is approved by the Board of Commissioners. See section 400 of the Policy Manual regarding personnel for additional information.

Merit Increases

See section 400 of the Policy Manual regarding personnel for additional information.

Call Out Pay

See call out procedures.

Accrual Payout

See section 400 of the Policy Manual regarding personnel for additional information.

Deductions

The District is required by law to make certain deductions from employee wages, including:

- Federal and state income taxes.
- Social Security and Medicare taxes.
- Wage garnishments (as required by law).
- Washington State PERS retirement (based on the employees' choice or lack of choice in the time allowed). Washington State law will be followed and will determine the number of days the employee has to choose and when, if any time, they can change the choice. Participation is also determined by state law and may change from time to time.
- Any additional deductions (e.g., health insurance, deferred compensation contributions) as authorized by the employee.
- Any other deductions as required by law.

Payroll Errors

- If an employee notices an error in their paycheck, they should immediately notify the accounting department.
- Corrections will be processed as soon as possible, and any underpayments will be corrected by the next payroll cycle.

Rehires

- Anyone hired back after leaving employment in good standing will be credited for previous time served for the District. This is regarding longevity, accruals, and other seniority-based benefits. If the District is no longer in possession of records to determine previous time worked (e.g. the records met Washington State Archives retention requirements and were destroyed in accordance with the retention schedule), an estimate will be made based on the best information available.

Final Pay

- Upon termination of employment, whether voluntary or involuntary, employees will receive their final paycheck according to state labor laws. This will include all wages earned, including any accrued but unused vacation time or other benefits as per District policy.

Confidentiality

Employee payroll records are confidential and will only be disclosed to authorized personnel or as required by law.

Leave Policy

See section 400 of the Policy Manual regarding personnel for additional information.

Policy Review

This policy is subject to review and may be updated periodically to ensure compliance with changes in employment law and District standards. This policy and section 400 regarding personnel policies will be available to employees on the District website or upon request from the accounting department.