

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – May 1, 2025

Strawberry Hill Center
7666 High School Road NE
Bainbridge Is, WA 98110
206-842-0501

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 April 17, 2025
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Purchase and Sale Agreement for Restrictive Covenants and Grant of Deed of Right with Bainbridge Island Land Trust for the Property Being Purchased from the Bainbridge Island School District in Grand Forest East Hamlin (10 min)
Action: Motion to approve and direct executive director to sign.
- 40.2** Comprehensive Plan Update and Survey Review Keough (10 min)
Action: Information only.
- 40.3** Website Presentation Johnston (10 min)
Action: Information only.
- 40.4** Resolution 2025-08: Text/Instant Message Policy Hamlin (5 min)
Action: Motion to adopt.

50. STAFF REPORT

60. UPCOMING MEETINGS

05/15/25	Board Tour	5 pm	Strawberry Hill Park – East Addition
05/15/25	Regular Board Meeting	6 pm	Strawberry Hill Center
06/05/25	Regular Board Meeting	6 pm	Strawberry Hill Center
06/26/25	Special Board Meeting	6 pm	Strawberry Hill Center
07/17/25	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: Comprehensive Plan

2025 Board Representatives

Goodlin/Janow

Kinney/DeWitt
Goodlin/Swolgaard
Janow/Kinney

Board Liaisons

Park District Committees:
Trails Advisory Committee

DeWitt/Swolgaard

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

Kinney/Swolgaard

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING April 17, 2025
STRAWBERRY HILL CENTER

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

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

ADJUSTMENTS TO AGENDA: Adjust the order for agenda item 40.2 as needed to accommodate for a speaker who will not be at the meeting until 7:00 pm.

CONFLICT OF INTEREST DISCLOSURE: None

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

PUBLIC COMMENTS

Adam Hunt spoke about the impacts of, and events following his filing of recall charges against four District commissioners in May of 2023.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the April 3, 2025 regular board meeting, Chair Goodlin stated the minutes stand approved as submitted.

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

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
04/09/25	001 General Fund 300 Capital Improvement Fund	29734-29762	105,215.25	04/09/25

GENERAL BUSINESS

BAINBRIDGE PREPARES STORAGE AND COMMUNICATIONS TOWER: Executive Director Dan Hamlin introduced Pascal Schuback, a program director and volunteer for Bainbridge Prepares. For his day job Pascal Schuback runs the organization for the national earthquake hazard reduction program for the western united states. He thanked the District for its partnership with Bainbridge Prepares and said the tower next to the administration building in Strawberry Hill Park presents a unique opportunity. The island is at risk for a variety of natural disasters as well as infrastructure vandalism and cybersecurity events. In all these cases disruption to public emergency communications is likely. The tower is surrounded by a security fence and Bainbridge Prepares hopes to store supplies in that fenced area as well. In the event of a natural disaster or other event disrupting regular communications the tower could help facilitate the communication needed for an organized response by Bainbridge Prepares volunteers as well as public messaging. The existing tower is 144 feet tall and was installed in 1989 for Bainbridge Island TV. The fact that the tower already exists presents an opportunity to have communications capabilities up and running faster than starting from scratch. Purchasing a new tower, without shipping costs, was recently quoted at \$275,000-300,000 and there would be additional challenges associated with the permitting process. Bainbridge Prepares understands that the future development of the concept plan for Strawberry Hill Park could

potentially be impacted by the guide wires for the tower, but they are eager to move forward and work together to make sure all the potential users have what they need. Bainbridge Prepares is also hoping to add two 40-foot storage containers in addition to a container for storing and operating the radios for communication in the fenced area below the tower. There was some discussion about the tower and future use of the general area of the park where it is located. Commissioner Goodlin said while he thinks this proposal has tremendous merit he would like to walk the area before committing to anything. Dan Hamlin said this proposal kicks the discussion about what will be done with that area of the park back into gear. Assessing whether the tower can stay in a more formalized plan for the park is a next step.

PURCHASE AND SALE AGREEMENT WITH BAINBRIDGE ISLAND SCHOOL DISTRICT FOR THEIR PROPERTY IN GRAND

FOREST EAST: Executive Director Dan Hamlin said the property owned by the Bainbridge Island School District in the Grand Forest East was originally purchased for a potential future high school. Since that time the property has been managed by the Park District as part of the Grand Forest East. When the School District decided to sell the property, they came to the Park District because they know that it is important to the community as part of the Grand Forest. The Park District worked with Bainbridge Island Parks & Trails Foundation and Bainbridge Island Land Trust to raise the money to secure the property. Earlier tonight the School District board approved this purchase and sale agreement at a special board meeting. The only change from the version circulated in the board packet is that instead of a statutory warranty deed there is now a bargain sale deed. It is a simpler sale that releases the School District's interest in the property to the Park District. He thanked BIPTF and BILT for all their work as the Park District would not have been able to purchase the property without them. **MSC: DeWitt/Kinney: Move to approve and direct the executive director to sign the purchase and sale agreement with Bainbridge Island School District for their parcel next to the Grand Forest East.**

TERRY LANDE LEGACY COMMITTEE UPDATE: Executive Director Dan Hamlin said the committee met twice to decide if Terry Lande's legacy warrants the naming of something in his honor and if so, to recommend options for what to name. Dan Hamlin presented a timeline of the many accomplishments achieved by the District during Terry Lande's tenure as executive director. He noted that there was a theme of partnerships and collaboration, efficiencies were improved, and the work culture of professionalism was developed. On January 2 of this year the board passed a motion to direct the executive director to recommend a committee to evaluate possible ways to honor Terry Lande including but not limited to possibly naming a facility such as the Bainbridge Island Recreation Center after him and report back to the board. Notice was given to the community of the formation of the committee and community members volunteered to serve. The volunteers were appointed to the committee via a motion of the board.

Andy Maron said he volunteered to serve on the committee to recognize Terry Lande's legacy. The other voting members of the committee were Patricia Bell, David Harrison, Tom McCloskey, Jim Parsons, Ryan Vancil, and Jack Visco. They weighed the work done by the District under Terry Lande's leadership and agreed that some form of community recognition should be chosen to honor his legacy. They were tasked with recommending 3-5 options for what to name in honor of Terry Lande. The first thing they did was develop criteria including: 1) Terry Lande's personal involvement, 2) whether it is significant enough to merit the contribution he made, 3) whether it will be used by the community, 4) what is the committee's perception of support within the community for the selected recognition, 5) how visible the recognition would be, 6) whether the District can implement the name on its own, 7) whether it would be long or short term, and 8) the cost of doing it. The committee members considered the criteria when thinking of options they would advocate for. They developed three recommendations: 1) name the administration building in Strawberry Hill Park, 2) name the summer concert series and the amphitheater at Battle Point Park, and 3) name just the concert series. The strongest preference was for naming the administration building. Andy Maron said to him what is most significant about the administration building is Terry Lande's involvement with the expansion of Strawberry Hill Park. Strawberry Hill Park is central to the island and will be developed further and become more significant and it is highly visible from a main road. The concert series is appropriate

as well as Terry Lande was instrumental in that. Tom McCloskey said the committee would not be opposed if the board wanted to name all three to honor Terry Lande.

Commissioner Goodlin thanked the committee members for accepting the challenge and said it is helpful for the board to get the community input. Commissioner DeWitt said he was impressed with the committee's sense of purpose, and he appreciates their work. Commissioner Janow thanked the committee and questioned naming public facilities after people who are still alive. Commissioner Swolgaard said Terry Lande was the first executive director of the Bainbridge Island Metro Park & Recreation District which has grown phenomenally under his leadership, and he supports naming something after Terry Lande even though he is still alive. He has learned a lot from Terry Lande over the years and has great respect for him. Commissioner Kinney said he also has great respect for Terry Lande and spoke of the culture change during Terry Lande's tenure and the progress made under his leadership. He suggested that this be an agenda item for action at the second board meeting in May to give the District a chance to publicize it and give the community a chance to comment. Staff will share the committee's recommendations with the community and that the board may act on one or more of them, or something different, and wants to hear from the community. **MSC: DeWitt/Janow: Motion to accept the committee's work with gratitude and direct the executive director to seek further public comment and bring the results back to the board at the second meeting in May.** Commissioner Goodlin noted that it has been discussed before, but the District's current policy does allow for naming things in honor of a living person. Commissioner Kinney said it is nice to acknowledge someone while they are still alive to enjoy it.

Mary Meier, executive director of Bainbridge Island Parks & Trails Foundation, spoke to say there is funding in place for interpretive signage throughout Strawberry Hill Park which could be part of the public engagement surrounding the recommendation for the naming of the administration building.

RESTRICTIVE COVENANTS AND GRANT OF DEED OF RIGHT FOR PROPERTY IN GRAND FOREST EAST: Executive Director Dan Hamlin said there is an updated version of the restrictive covenants and grant of deed of right in front of the board tonight to clean up the language. District Attorney Hayes Gori reviewed the changes in the document including: 1) a sentence in section two regarding any future encumbrances reserving the rights of the Bainbridge Island School District under their easement, 2) cleaning up and moving the definitions of consultation and collaboration to a separate section, and 3) final decision-making authority rests with the District. Commissioner Kinney said he had some concerns about the document, but his mind is now at ease that if a dispute ends up in court regarding proper management the District has the final say unless there is a clear violation.

Commissioner Janow said the conversation started with taking the property unencumbered and the amount of time spent on wordsmithing this document is a precursor to potential challenges moving forward. She wants to put on the record that it would have been cleaner if the transfer had come to the District less encumbered. Commissioner Goodlin said his position is opposite and the encumbrances are light and not difficult to meet. The District did not have the funds to buy the property and when others are involved it is fair to give them input on what is being given. Commissioner DeWitt said the District is agreeing to manage the property the way it is managed now. Dan Hamlin said the District could look at the encumbrances as bad and feel like it is being told what to do or it could look at the partnership through which all the resources in the community are being leveraged as a good thing. **MSC: DeWitt/Kinney: Move that the board approves the restrictive covenants of the grant of deed of right for property in Grand Forest East and directs the executive director to sign the document.**

PURCHASE AND SALE AGREEMENT FOR RESTRICTIVE COVENANTS AND GRANT OF DEED OF RIGHT WITH BAINBRIDGE ISLAND LAND TRUST FOR THE PROPERTY BEING PURCHASED FROM THE BAINBRIDGE ISLAND SCHOOL DISTRICT IN GRAND FOREST EAST: Executive Director Dan Hamlin said this item will be for information only as the exact purchase price

for the restrictive covenants and grant of deed of right has not been verified. The dollar amount will be impacted by a known significant contribution that is coming in. This agenda item will be brought back at the May 1 board meeting.

MEETING ADJOURNED to a five-minute recess at 8:09 pm with announced time to reconvene at 8:14 pm. **MEETING RECONVENED** at 8:14 pm.

COMPREHENSIVE PLAN UPDATE: Senior Planner Matthew Keough said the community engagement process for the comprehensive plan update will begin at the Earth Day Expo next week. The messaging will include an educational component and that the District needs help from the community to guide the path forward. Commissioner Goodlin said there are a fair number of people on the island who do not understand that the District is not part of the City of Bainbridge Island, and this is a chance to clarify that. The proposed schedule for community meetings to be held on the three Thursday evenings in May when there are no board meetings was reviewed. Commissioner Janow said she would like to see at least one of the meetings held at a different time on a different day of the week. There was some discussion about when to hold the meetings and it was acknowledged that there would never be a perfect schedule to accommodate everyone.

RESOLUTION 2025-07: ACTIVENET REFUND ACCOUNT: Recreation Division Director Madison Collins said due to the upcoming move to ActiveNet software, staff are asking to put District money into an account with ActiveNet to allow the District to dip into its own money as needed to issue refunds. The District operates on a cash basis necessitating this account for when the dollar amount of the refunds processed on a given day is larger than the dollar amount of income received. **MSC: Janow/Swolgaard: Motion to approve Resolution 2025-07 authorizing a \$15,000 account with ActiveNet for processing refunds.**

DRAFT TEXT/INSTANT MESSAGE POLICY: Executive Director Dan Hamlin said this draft policy to use text and instant messages only for communications classified by their content as transitory records would simplify records management for the District and save money. The commissioners agreed that it is a good plan.

BOARD COMPENSATION: Executive Director Dan Hamlin said the District is eligible to compensate board members. It has been found to be common in other similar local government agencies to allow for compensation. Based on staff research some elected officials opt to take compensation and others do not. The current board policy does allow commissioners to be reimbursed for expenses. There was a conscious decision when the board policy was written to not allow for compensation. Current board members in their current terms would not be eligible for compensation. After some discussion staff was directed to draft a board policy to allow commissioners to claim the compensation only for board meetings (meetings subject to the Open Public Meetings Act) for review and consideration by the board.

STAFF REPORT

Park Services Division: Park Services Division Director Lydia Roush said staff are busy installing new signs, doing deferred maintenance on facilities, and will start grading parking lots soon. Other staff are spending a lot of time mowing grass, and a lot of volunteer work parties are being held in honor of Earth Month. The Strawberry Hill Park bike park build starts on Monday and it is expected to be done by July 4.

Recreation Division: Recreation Division Director Madison Collins said the ActiveNet software system will be live starting on Monday. Summer program registration will start on May 3 for residents and May 4 for non-residents. The Ray Williamson pool renovation is going well and the replacement of the stairs for the large slide by the Don Nakata pool is now underway.

BOARD MEMBER REMARKS:

- Commissioner Kinney gave kudos to Bainbridge Island Land Trust and Bainbridge Island Parks & Trails Foundation for pulling together the donors and the transfer for the Grand Forest East. He is pleased with the cooperation and looks to it as a model for moving forward.
- Commissioner DeWitt asked if the District's 2022-2023 audit is finished yet. Executive Director Dan Hamlin said it is wrapping up and an exit interview will be arranged soon.
- Commissioner DeWitt attended the recent Chamber of Commerce after-hours event at Fort Ward Hall.
- Commissioner Janow echoed what Commissioner Kinney said about the Grand Forest East, it was a big lift with a lot of moving parts.
- Commissioner Goodlin said he would like to tour the east addition to Strawberry Hill Park where the tower discussed tonight is located.

MEETING ADJOURNED at 9:06 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
Tom Goodlin

BY: _____
Dawn Janow

BY: _____
Jay C. Kinney

BY: _____
John Thomas Swolgaard

ATTEST: _____
Kenneth R. DeWitt

**AGREEMENT FOR PURCHASE AND SALE OF RESTRICTIVE COVENANTS
AND GRANT OF DEED OF RIGHT**

THIS AGREEMENT FOR PURCHASE AND SALE OF RESTRICTIVE COVENANTS AND GRANT OF DEED OF RIGHT (this “**Agreement**”) made as of the ____ day of April, 2025, by and between Bainbridge Island Metropolitan Recreation and Park District, a Washington municipal corporation (the “**Seller**”), and Bainbridge Island Land Trust, a Washington nonprofit corporation (together with its successors and permitted assigns, “**Buyer**”).

**ARTICLE 1
PARTIES / PROPERTY / PURCHASE PRICE**

1.1 Certain Basic Terms.

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(a) <u>Buyer and Notice Address:</u>
Bainbridge Island Land Trust and its assigns
Attn: Cullen Brady
147 Finch Place SW
Suite 3
Bainbridge Island, WA 98110
Telephone: (206) 842-1216
Email: cullen@bi-landtrust.org</p> | <p><u>With a copy to:</u>
K&L Gates LLP
Attn: Craig Trueblood
925 Fourth Ave.
Suite 2900
Seattle, WA 98104-1158
Telephone: (206) 370-8368
Email: craig.trueblood@klgates.com</p> |
| <p>(b) <u>Seller and Notice Address:</u>
Bainbridge Island Metro Park & Recreation District
Attn: Dan Hamlin
7686 NE High School RD
Bainbridge Island, WA 98110
Telephone: 206.842.0501
Email: dan@biparks.org</p> | <p><u>With a copy to:</u>
Law Office of Hayes Gori, PLLC
Attn: Hayes Gori
271 Wyatt Way NE, Suite 112
Bainbridge Island, WA 98110
Telephone: 206-842-6462
Email: hayes@hayesthelawyer.com</p> |
| <p>(c) <u>Title Company:</u>
Pacific Northwest Title
Attn:
2021 NW Myhre Road, Ste 300
Silverdale, WA 98383
Telephone:
Email:</p> | <p>(d) <u>Escrow Agent:</u>
Pacific Northwest Title
Attn: Rachel Snelson
2021 NW Myhre Road, Ste 300
Silverdale, WA 98383
Telephone:
Email: RachelS@pnwtkitsap.com</p> |
| <p>(e) Effective Date: April ___, 2025.</p> | |
| <p>(f) Purchase Price: \$610,000 (SIX HUNDRED TEN THOUSAND DOLLARS)</p> | |

- (g) Earnest Money: \$25,000 (TWENTY FIVE THOUSAND DOLLARS)
- (h) Due Diligence Period: The period ending at 5:00 p.m. (local time where the Property is located) on the 30th day after the Effective Date.
- (i) Closing Date: On the date of Closing under that certain Real Estate Purchase and Sale Agreement, dated April __, 2025, between Bainbridge Island School District No. 303 and Bainbridge Island Metropolitan Recreation and Park District but no later than May 30, 2025.
- (j) Deed of Right: Restrictive Covenants and Grant of Deed of Right on approximately 38 acres of real property located in Kitsap County, Washington, as described in Exhibit A attached hereto (the “**Property**”). Tax Parcel Number 162502-1-041-2006.

1.2 **Conveyance.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Restrictive Covenants and Grant of Deed of Right attached hereto as Exhibit B (the “**Deed of Right**”).

1.3 **Earnest Money.** Within two (2) business days of Buyer’s acknowledged receipt of a fully executed copy of this Agreement, Buyer shall deposit with the Escrow Agent the Earnest Money. The Earnest Money shall be held and disbursed by the Escrow Agent pursuant to Article 9 of this Agreement. If this Agreement terminates prior to the expiration of the Due Diligence Period pursuant to any express right of Buyer to terminate this Agreement, the Earnest Money shall be surrendered to Buyer immediately upon request, and all further rights and obligations of the parties under this Agreement shall terminate.

ARTICLE 2 PROPERTY INSPECTION

2.1 **Seller’s Delivery of Specified Documents.** Within five (5) days after the Effective Date, Seller shall provide to Buyer the documents and reports listed in Exhibit C (the “**Due Diligence Materials**”) to the extent in the possession of Seller or its agents. Seller shall provide to Buyer the Due Diligence Materials as such come into Seller’s possession or produced by Seller after the initial delivery above and shall continue to provide same during the pendency of this Agreement. Seller shall have no obligation to prepare or to commission the preparation of Due Diligence Materials which do not exist or which are otherwise outside of the possession of Seller or its agents. Seller need not provide documents included with the title commitment.

2.2 **Seller Disclosure Statement.** Contemporaneously with Seller’s delivery of this executed Agreement, Seller shall deliver to Buyer a completed and signed “Environmental Questionnaire” attached hereto as Exhibit D.

2.3 **Due Diligence.** Buyer shall have through the last day of the Due Diligence Period in which to examine, inspect, and investigate the Property and, in Buyer’s sole and absolute judgment and discretion, to determine whether the Property is acceptable to Buyer and to obtain all necessary internal approvals (the “**Due Diligence Contingency**”). Notwithstanding anything to the contrary in this Agreement, Buyer may give to Seller written notice that Buyer waives the Due Diligence Contingency. If Buyer gives such notice on or before 5:00 p.m. on the last day of the Due Diligence Period, then this Agreement shall remain in full force and effect. If Buyer does not give such notice on or before 5:00 p.m.

on the last day of the Due Diligence Period, then, unless otherwise agreed in writing, this Agreement shall terminate automatically and the Earnest Money shall be surrendered to Buyer.

Buyer and its agents, employees, and representatives shall have a continuing right of reasonable access to the Property at reasonable times during the pendency of this Agreement for the purpose of conducting surveys, engineering, geotechnical, and environmental inspections and tests (which may include, after specific written approval of Seller, intrusive inspection and sampling), and any other inspections, studies, or tests reasonably required by Buyer. In the course of its investigations Buyer may make inquiries to third parties including, without limitation, lenders, contractors, and municipal, local, and other government officials and representatives, and Seller consents to such inquiries. Buyer shall keep the Property free and clear of any liens and will indemnify, defend, and hold Seller harmless from all claims and liabilities asserted against Seller as a result of any such entry by Buyer, its agents, employees, or representatives. If any inspection or test disturbs the Property, Buyer will restore the Property to the same condition as existed prior to any such inspection or test. The obligations of the Buyer under this paragraph shall survive the termination of the Agreement.

2.4 Adverse Conditions. As a condition to Buyer's obligations to close, there shall be no material adverse change in any condition of or affecting the Property not caused by Buyer or its contractors, employees, affiliates or other related or similar parties, that has occurred after the Due Diligence Period including without limitation (i) any dumping of refuse or environmental contamination; (ii) any termination or cessation of legal access to the Property; and (iii) the availability, adequacy or cost of or for all utilities (including without limitation, water, sanitary sewer, storm sewer, gas, electric, cable and any other utilities required to serve or service the Property) that will be necessary to serve the Proposed Project.

ARTICLE 3 TITLE AND SURVEY REVIEW

3.1 Delivery of Title Commitment and Survey. Buyer shall cause to be prepared a current, effective commitment for title insurance (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price with Buyer as the proposed insured, and accompanied by true, complete, and legible copies of all documents referred to in the Title Commitment. Seller shall cause to be prepared a current ALTA/ACSM Survey of the Property (the "**Survey**") including a certification addressed to Buyer and the Title Company unless waived by the Buyer prior to Closing.

3.2 Title Review and Cure. During the Due Diligence Period, Buyer shall review title to the Property as disclosed by the Title Commitment and notify Seller of any objections it may have to title of the Property. Seller will reasonably cooperate with Buyer in curing any objections Buyer may have to title to the Property. Seller shall have no obligation to cure title objections except monetary liens of an ascertainable amount created by, under or through Seller, which liens Seller shall cause to be released at the Closing. Seller agrees to remove any exceptions or encumbrances to title which are created by, under or through Seller after the Effective Date without Buyer's consent. Buyer may terminate this Agreement and receive a refund of the Earnest Money if the Title Company revises the Title Commitment after the expiration of the Due Diligence Period to add or modify exceptions or to delete or modify the conditions to obtaining any endorsement requested by Buyer during the Due Diligence Period if such additions, modifications or deletions are material, not reasonably acceptable to Buyer and are not removed by the Closing Date. The term "**Permitted Exceptions**" shall mean the specific exceptions (exceptions that are not part of the promulgated title insurance form) in the Title Commitment that the Title Company has not agreed to insure over or remove from the Title Commitment as of the expiration of the Due Diligence

Period and that Seller is not required to remove as provided above, and real estate taxes not yet due and payable.

3.3 Delivery of Title Policy at Closing. At the Closing, as a condition to Buyer's obligation to close, the Title Company shall deliver to Buyer an ALTA extended coverage Owner's Policy of Title Insurance ("Title Policy") issued by the Title Company with general exceptions deleted in accordance with customary practice, containing the Buyer's Endorsements, dated the date and time of the recording of the Deed of Right in the amount of the Purchase Price, insuring Buyer as owner of good, marketable and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. "**Buyer's Endorsements**" shall mean, to the extent such endorsements are available, such endorsements as Buyer may require based on its review of the Title Commitment and Survey. Seller shall execute at Closing an affidavit on the Title Company's standard form so that the Title Company can delete or modify the standard printed exceptions as to parties in possession, unrecorded liens, and similar matters within the knowledge or control of Seller. The Title Policy may be delivered after the Closing if at the Closing the Title Company issues a currently effective, duly-executed "marked-up" Title Commitment and irrevocably commits in writing to issue the Title Policy in the form of the "marked-up" Title Commitment promptly after the Closing Date.

ARTICLE 4 PRE-CLOSING COVENANTS

4.1 Performance under Contracts. During the pendency of this Agreement, Seller will perform its material obligations under financing and other agreements that affect the Property.

4.2 New Encumbrances. During the pendency of this Agreement, except with respect to a Reserved Easement granted to the Bainbridge Island School District No. 303 pursuant to that certain Real Estate Purchase and Sale Agreement, dated April __, 2025, between Bainbridge Island School District No. 303 and Seller, Seller will not without Buyer's prior written consent (a) create or permit the creation of any lien, encumbrance or charge that will not be satisfied in full at Closing or (b) enter into any contract that will be an obligation affecting the Property after the Closing.

4.3 Listings and Other Offers. During the pendency of this Agreement, Seller will not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

ARTICLE 5 CLOSING

5.1 Closing. The consummation of the transaction contemplated herein ("**Closing**") shall occur on the Closing Date at the offices of the Escrow Agent. Closing shall occur through an escrow with the Escrow Agent. Funds shall be deposited into and held by Escrow Agent in a closing escrow account with a bank satisfactory to Buyer and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Buyer. The Escrow Agent shall agree in writing with Buyer that release of funds to the Seller shall irrevocably commit it to issue the Title Policy in accordance with this Agreement.

5.2 Conditions to the Parties' Obligations to Close. In addition to all other conditions set forth herein, the obligation of Seller, on the one hand, and Buyer, on the other hand, to consummate the transactions contemplated hereunder shall be contingent upon the following:

a. The other party's representations and warranties contained herein shall be true and correct as of the Effective Date and the Closing Date. For purposes of this clause (a), a representation shall be false if the factual matter that is the subject of the representation is false notwithstanding any lack of knowledge or notice to the party making the representation;

b. As of the Closing Date, the other party shall have performed its obligations hereunder and all deliveries to be made at Closing have been tendered;

c. There shall exist no actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against the other party or the Property that would materially and adversely affect the operation or value of the Property or the other party's ability to perform its obligations under this Agreement;

d. There shall exist no pending or threatened action, suit or proceeding with respect to the other party before or by any court or administrative agency which seeks to restrain or prohibit, or to obtain damages or a discovery order with respect to, this Agreement or the consummation of the transactions contemplated hereby; and

e. The transaction shall have been duly approved by the Seller's Board of Commissioners and the Buyer's Board of Directors;

f. All required approvals, consents, and authorizations of state, county and federal regulatory authorities shall have been received

g. Closing under that certain Real Estate Purchase and Sale Agreement, dated April __, 2025, between Bainbridge Island School District No. 303 and Bainbridge Island Metropolitan Recreation and Park District; and

h. All required consents of third parties shall have been received.

So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date, such party may, in its sole discretion, terminate this Agreement by delivering written notice to the other party on or before the Closing Date, or elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition. In the event such party elects to close, notwithstanding the nonsatisfaction of such condition, there shall be no liability on the part of any other party hereto for breaches of representations and warranties of which the party electing to close had actual knowledge at the Closing. If Buyer elects to terminate this Agreement after the Due Diligence Period on the basis of any of subsections 5.2(e) above, the Earnest Money shall be deemed forfeit and shall be released by the Escrow Agent to the Seller. Nothing in the foregoing shall relieve a party from any liability it would otherwise have if the failure of a party to satisfy a condition also constitutes a default by such party hereunder.

5.3 Seller's Deliveries in Escrow. At least two (2) business days prior to the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

a. Restrictive Covenants and Grant of Deed of Right. A Restrictive Covenants and Grant of Deed of Right in the form attached hereto as Exhibit B.

b. Legal Disclosures. Any disclosures or reports required by applicable state and local law in connection with the conveyance of the Property;

c. Authority. Evidence of existence, organization, and authority of Seller and the authority of the person executing documents on behalf of Seller reasonably satisfactory to Buyer, the Escrow Agent, and the Title Company; and

d. Additional Documents. Any additional documents that Buyer, the Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.4 Buyer's Deliveries in Escrow. Except as specified below, at least one (1) business day prior to the Closing Date, Buyer shall deliver in escrow to the Escrow Agent the following:

a. Purchase Price. On the Closing Date, the Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, deposited by Buyer with the Escrow Agent in immediate, same-day federal funds wired for credit into the Escrow Agent's escrow account;

b. Assignments. Any assignments and other documents and certificates for service contracts, warranties and Intangible Property;

c. Legal Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property;

d. Authority. Evidence of existence, organization, and authority of Buyer and the authority of the person executing documents on behalf of Buyer reasonably satisfactory to Seller, the Escrow Agent, and the Title Company; and

e. Additional Documents. Any additional documents that Seller, the Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.5 Closing Statements. At least one (1) business day prior to the Closing Date, Seller and Buyer shall deposit with the Escrow Agent executed closing statements consistent with this Agreement in form required by the Escrow Agent. If Seller and Buyer cannot agree on the closing statement to be deposited as aforesaid because of a dispute over the prorations and adjustments set forth therein, the Closing nevertheless shall occur, and the amount in dispute shall be withheld from the Purchase Price and placed in an escrow with the Title Company, to be paid out upon the joint direction of the parties or pursuant to court order upon resolution or other final determination of the dispute.

5.6 Title Policy. The Escrow Agent shall deliver to Buyer the Title Policy pursuant to Section 3.3.

5.7 Closing Costs. Each party shall pay its portion of the following costs as indicated below.

Type of Cost:**Paid by:**

Survey:

Seller

Title Policy Premiums:

For standard coverage:

Seller

Increment associated with extended coverage and endorsements:

Buyer

Documentary, transfer, excise and sales taxes and similar fees

Seller

Recording charges:

Instruments to remove encumbrances that Seller is obligated to remove:

Seller

Deed of Right:

Buyer

Appraisals, engineering studies, inspections, environmental inspections and other inspections and tests desired by Buyer:

Buyer

Other Costs:

Escrow Agent's escrow fee:

Split 50/50

Escrow cancellation fee:

Buyer

Other costs not specified:

Local custom

5.8 Close of Escrow. The Escrow Agent, as agent for the Title Company, shall agree in writing with Seller and Buyer that (a) recordation of the Deed of Right constitutes its representation that it is holding the closing documents, closing funds and closing statement and is prepared and irrevocably committed to disburse the closing funds in accordance with the closing statements and (b) release of funds to the Seller shall irrevocably commit it to issue the Title Policy in accordance with this Agreement. Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Buyer and in accordance with escrow instructions by each party consistent with this Agreement.

ARTICLE 6 COMMISSIONS

6.1 Commissions. Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with this transaction. In the event of any claim for a broker's or finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement or the transaction contemplated hereby, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 **Seller's Representations and Warranties.** As a material inducement to Buyer to execute this Agreement and consummate this transaction, Seller represents and warrants to Buyer that:

a. Legal Description. To Seller's knowledge, the legal description set forth in Exhibit A is the correct legal description of the Land to be conveyed pursuant to this Agreement. If the legal description in Exhibit A is not a complete or correct legal description of the Land to be conveyed, then the legal description in the Title Commitment shall be substituted in place of the legal description in Exhibit A on or before Closing.

b. Title. Seller holds fee simple title to the Property. To Seller's knowledge, the Property is not subject to any encumbrance that will not be set forth in the Title Commitment.

c. Organization and Authority. Seller is properly organized and in good standing as a Washington municipal corporation, Seller has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the sale contemplated by this Agreement. This Agreement and all of the documents to be delivered by Seller at the Closing have been and will be authorized and properly executed and will constitute the valid and binding obligations of Seller, enforceable in accordance with their terms.

d. Legal Lot. Seller has not received any notice from any government entity or agency indicating the Property is not a legal lot or lots in compliance with state statutes and local ordinances.

e. Conflicts and Pending Actions or Proceedings. There is no agreement to which Seller is a party or, to Seller's knowledge, binding on Seller which is in conflict with this Agreement. To Seller's knowledge, there is no action or proceeding pending or threatened against or relating to the Property, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

f. Agreements with Governmental Authorities/Restrictions. Except as included in the Due Diligence Materials delivered to Buyer, Seller has not entered into, and has no knowledge of, any agreement with or application to any governmental authority with respect to any zoning modification, variance, exception, platting or other matter. To Seller's knowledge, neither Seller nor the Property is in violation or non-compliance with any restriction or covenant affecting the Property.

g. Condemnation. To Seller's knowledge, no condemnation, eminent domain or similar proceedings are pending or threatened with regard to the Property.

h. Notice of Special Assessments. Seller has not received any notice and has no knowledge of any pending or threatened liens, special assessments, condemnations, impositions or increases in assessed valuations (other than property taxes) to be made against the Property by any governmental authority.

i. Moratorium. To Seller's knowledge, there is no action imposed, pending, or contemplated by any utility supplier or other authority having jurisdiction over the Property that may result in a zoning change, a code change or the restriction, reduction, delay or denial of any permit necessary for the construction, use or occupancy of the Property.

j. Due Diligence Materials. To Seller's knowledge, the Due Diligence Materials contain all material documents, files, written information, books and records in Seller's possession or control and relating to the Property.

k. Environmental. Seller has no knowledge of any violation of Environmental Laws related to the Property or the presence or release of Hazardous Materials on or from the Property except as disclosed in the Due Diligence Materials. Seller has not manufactured, introduced, released or discharged from or onto the Property any Hazardous Materials or any toxic wastes, substances or materials (including, without limitation, asbestos), and Seller has not used the Property or any part thereof for the generation, treatment, storage, handling or disposal of any Hazardous Materials, in violation of any Environmental Laws. To Seller's knowledge, there is not now, nor has there ever been, on or in the Property underground storage tanks, asbestos-containing materials, or any material spills or polychlorinated biphenyls, including those used in hydraulic oils, electric transformers or other equipment. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal laws governing the environment as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials. The term "**Hazardous Materials**" includes petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas or such synthetic gas), and any substance, material waste, pollutant or contaminant listed or defined as hazardous or toxic under any Environmental Law.

Seller is under contract to obtain fee simple title to the Property under that certain Real Estate Purchase and Sale Agreement, dated April __, 2025, between Bainbridge Island School District No. 303 and Bainbridge Island Metropolitan Recreation and Park District. As used in this Section 7.1, "Seller's knowledge" means the actual knowledge of Dan Hamlin, Seller's Executive Director, with no duty to investigate.

7.2 Limitations on Seller's Representations and Warranties

a. As-Is Purchase. Buyer acknowledges and agrees that, except as otherwise expressly set forth in this Agreement, the Deed of Right or any other Closing document: (i) the purchase of the Property shall be on an "AS IS," "WHERE IS," WITH ALL FAULTS" basis, subject to reasonable wear and tear from the Effective Date until the Closing Date; (ii) neither Seller nor any of its representatives have made any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whether express or implied, oral or written, past present or future, with respect to the Property or any portion thereof; and (iii) Buyer's decision to purchase the Property is based solely on the investigation, study, and analyses of all aspects of the Property as made by Buyer and Buyer's agents, employees, representatives, attorneys, advisors, and independent contractors. Buyer further acknowledges and agrees that Buyer is not relying on any statement made or information provided to Buyer by Seller or any of Seller's representatives, except for the representations and warranties expressly made by Seller in this Agreement.

b. Due Diligence Materials. Due Diligence Materials prepared by third parties and provided by Seller to Buyer are provided only as an accommodation to Buyer with no representation or warranty by Seller as to their reliability, sufficiency, or accuracy and not with the intent that these documents be relied upon by Buyer. Upon request from Buyer, Seller agrees to use commercially

reasonable effort to obtain reliance letters from the third parties that prepared such Due Diligence Materials.

c. Buyer's Waiver. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES PROVIDED BY SELLER IN SECTION 7.1 ABOVE AND AS OTHERWISE EXPRESSLY SET FORTH IN THE DEED OF RIGHT OR ANY OTHER CLOSING DOCUMENT, BUYER SHALL, UPON THE CLOSING, BE DEEMED TO HAVE DISCLAIMED AND WAIVED ANY AND ALL OBJECTIONS TO, OR CLAIMS AGAINST SELLER WITH RESPECT TO, THE CHARACTERISTICS AND CONDITIONS OF THE PROPERTY. IN ADDITION, BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED BEFORE, ON OR AFTER THE DATE OF THIS AGREEMENT AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER. NOTWITHSTANDING THE FOREGOING, BUYER'S WAIVER DOES NOT APPLY TO ANY INTENTIONAL MISREPRESENTATIONS OR CONCEALMENTS MADE BY SELLER OR SELLER'S REPRESENTATIVES.

7.3 Buyer's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller that:

a. Organization and Authority. Buyer has been duly organized and validly exists as a Washington nonprofit corporation. Subject only to obtaining certain internal approvals on or before the expiration of the Due Diligence Period, Buyer has the full right and authority and has obtained any and all consents required therefor to enter into this Agreement, consummate or cause to be consummated the sale. This Agreement and all of the documents to be delivered by Buyer at the Closing have been and will be authorized and properly executed and will constitute the valid and binding obligations of Buyer, enforceable in accordance with their terms.

b. Conflicts and Pending Action. There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or to Buyer's knowledge, threatened, against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

7.4 Survival of Representations and Warranties. The representations and warranties set forth in this Article 7 are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive for a period of one (1) years after the Closing and thereafter terminate. During such 1-year period following Closing, each party agrees to defend and indemnify the other against any claim, liability, damage or expense asserted against or suffered by such other party arising out of the breach or inaccuracy of any such representation or warranty.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 Seller's Default. If Seller defaults in its obligation to sell and convey the Property to Buyer pursuant to this Agreement, or Seller otherwise defaults in the performance of any other material

obligation of Seller under this Agreement and fails to cure such other default within five business days following written notice thereof, Buyer's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Buyer shall be entitled to the return by the Escrow Agent of the Earnest Money and expenses incurred by Buyer in connection with its Due Diligence Contingency, or (b) to bring a suit for specific performance, provided that Buyer waives the right to bring suit at any later date to the extent permitted by law.

8.2 Buyer's Default. If this transaction fails to close due to the default of Buyer, then Seller's sole remedy in such event shall be to terminate this Agreement and to retain the Earnest Money as liquidated damages, Seller waiving all other rights or remedies in the event of such default by Buyer. This limitation shall include any claims for attorneys' fees, interest and actual or consequential damages from failure to close, but shall not limit Seller's remedies for a breach of Buyer's indemnification obligations under this Agreement. The parties acknowledge that in the event of such default by Buyer, Seller will have incurred substantial but unascertainable damages and that therefore the retention of the Earnest Money by Seller as liquidated damages is a valid one.

8.3 Other Expenses. If this Agreement is terminated due to the default of a party, then the defaulting party shall pay any fees due to the Escrow Agent for holding the Earnest Money and any fees due to the Title Company for cancellation of the Title Commitment.

8.4 Limitations on Damages. Under no circumstances shall either party be liable for any consequential, punitive, special, or nominal damages.

ARTICLE 9 EARNEST MONEY PROVISIONS

9.1 Use of Funds. The Escrow Agent shall not commingle the Earnest Money with any funds of the Escrow Agent or others. If the Closing under this Agreement occurs, the Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Buyer on the Closing Date. Provided such supplemental escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time, Seller and Buyer agree to execute such supplemental escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement.

9.2 Termination Due to Non-Satisfaction of Contingency. The Buyer shall notify the Escrow Agent and Seller of the date that the Due Diligence Period ends promptly after such date is established under this Agreement, and if Buyer fails to give such notice, Seller may do so, and the Escrow Agent may rely upon such notice. If this Agreement is terminated pursuant to Sections 2.3 or 3.2, Escrow Agent shall pay the entire Earnest Money to Buyer within one (1) business day after Buyer's demand thereof. This Agreement automatically terminates upon termination of that certain Real Estate Purchase and Sale Agreement, dated April __, 2025, between Bainbridge Island School District No. 303 and Bainbridge Island Metropolitan Recreation and Park District, in which case Escrow Agent shall pay the entire Earnest Money to Buyer within one (1) business day after Buyer's demand thereof. No notice to Escrow Agent from Seller shall be required for the release of the Earnest Money to Buyer by Escrow Agent. Seller agrees it shall have no right to bring any action against Escrow Agent which would have the effect of delaying, preventing, or in any way interrupting Escrow Agent's delivery of the Earnest Money to Buyer pursuant to this paragraph, any remedy of Seller being against Buyer, not Escrow Agent.

9.3 Other Terminations. Upon a termination of this Agreement other than as described in Section 9.2, either party to this Agreement (the "**Terminating Party**") may give written notice to the Escrow Agent and the other party (the "**Non-Terminating Party**") of such termination and the reason for

such termination. Such request shall also constitute a request for the release of the Earnest Money to the Terminating Party. The Non-Terminating Party shall then have five (5) business days in which to object in writing to the release of the Earnest Money to the Terminating Party. If the Non-Terminating Party provides such an objection, then the Escrow Agent shall retain the Earnest Money until it receives written instructions executed by both Seller and Buyer as to the disposition and disbursement of the Earnest Money, or until ordered by final court order, decree or judgment, which is not subject to appeal, to deliver the Earnest Money to a particular party, in which event the Earnest Money shall be delivered in accordance with such notice, instruction, order, decree or judgment.

9.4 Interpleader. Seller and Buyer mutually agree that in the event of any controversy regarding the Earnest Money, unless mutual written instructions are received by the Escrow Agent directing the Earnest Money's disposition, the Escrow Agent shall not take any action, but instead shall await the disposition of any proceeding relating to the Earnest Money or, at the Escrow Agent's option, the Escrow Agent may interplead all parties and deposit the Earnest Money with a court of competent jurisdiction in which event the Escrow Agent may recover all of its court costs and reasonable attorneys' fees. Seller or Buyer, whichever loses in any such interpleader action, shall be solely obligated to pay such costs and fees of the Escrow Agent, as well as the reasonable attorneys' fees of the prevailing party in accordance with the other provisions of this Agreement.

ARTICLE 10 [intentionally left blank]

ARTICLE 11 DAMAGE OR DESTRUCTION; CONDEMNATION

11.1 Risk of Loss. The risk of loss, damage or destruction to the Property by fire or other casualty or the taking of all or part of the Property by condemnation or eminent domain or by an agreement in lieu thereof until the Closing is assumed by Seller, unless the fire or other casualty was caused by Buyer or any of its employees, agents or contractors.

11.2 Fire or Casualty. In the event that the Property shall have been damaged by fire or casualty, then at Buyer's election, Seller shall, unless Seller has previously repaired or restored the Property to its former condition, either: (a) pay over to Buyer the amount of any insurance deductible and pay over or assign to Buyer, on delivery of the Deed of Right all amounts recovered or recoverable on account of any insurance, less any amounts reasonably expended by Seller for partial restoration, in which case Seller shall be relieved of liability for the loss due to fire or other casualty; or (b) notify Seller and Escrow Agent of its election to terminate this Agreement and direct Escrow Agent to return the Earnest Money Deposit (including any interest thereon) to Buyer in which case, upon such return, all other obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

11.3 Condemnation. If all or part of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Property is authorized, threatened or commenced, Buyer may either terminate this Agreement (in which event Buyer shall be entitled to a return of the Earnest Money Deposit and accrued interest thereon, if any) or close title to the Property in accordance with the terms hereof, without reduction in the Purchase Price, together with an assignment of Seller's rights to any award paid or payable by or on behalf of the condemning authority. If Seller has received payments from the condemning authority and if Buyer

elects to close title to the Property. Seller shall credit the amount of said payment against the Purchase Price at the Closing.

11.4 Notice by Seller. Seller shall promptly notify Buyer of any damage or destruction to the Property or any notice received by it or information or awareness acquired by it regarding the threatening of or commencement of condemnation or similar proceedings.

ARTICLE 12 MISCELLANEOUS

12.1 Assignment. Buyer shall not have the right to assign this Agreement and its rights hereunder without the prior written consent of Seller, which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

12.2 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

12.3 Governing Law. This Agreement and said other instruments shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of Washington.

12.4 Survival. The provisions of this Agreement that contemplate performance after the Closing and the obligations of the parties not fully performed at the Closing shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

12.5 No Third Party Beneficiary. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

12.6 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

12.7 Time. Time is of the essence in the performance of this Agreement.

12.8 Confidentiality. Except as required by judicial process or to enforce the provisions of this Agreement, neither party shall make any public announcement or disclosure of this Agreement or any information related to this Agreement to any third party (other than each party's respective employees, consultants, attorneys and agents) prior to the Closing without the prior written consent of the other party.

12.9 Attorneys' Fees. Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.

12.10 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, or (b) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller. A notice given on a Saturday, Sunday, or legal holiday, or after 5:00 p.m. Seattle, Washington time shall be deemed given on the next business day.

12.11 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

12.12 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Seattle, Washington time.

12.13 Procedure for Indemnity. The following provisions govern actions for indemnity under this Agreement. Promptly after receipt by an indemnitee of notice of any claim, such indemnitee will, if a claim in respect thereof is to be made against the indemnitor, deliver to the indemnitor written notice thereof and the indemnitor shall have the right to participate in, and, if the indemnitor agrees in writing that it will be responsible for any costs, expenses, judgments, damages and losses incurred by the indemnitee with respect to such claim, to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the indemnitor, if the indemnitee reasonably believes that representation of such indemnitee by the counsel retained by the indemnitor would be inappropriate due to actual or potential differing interests between such indemnitee and any other party represented by such counsel in such proceeding. The failure to deliver written notice to the indemnitor within a reasonable time of notice of any such claim shall relieve such indemnitor of any liability to the indemnitee under this indemnity only if and to the extent that such failure is prejudicial to its ability to defend such action, and the omission so to deliver written notice to the indemnitor will not relieve it of any liability that it may have to any indemnitee other than under this indemnity. If an indemnitee settles a claim without the prior written consent of the indemnitor, then the indemnitor shall be released from liability with respect to such claim unless the indemnitor has unreasonably withheld such consent.

12.14 Further Assurances. Each party, at the request of the other, shall promptly and in good faith execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

12.15 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by

facsimile or electronic mail counterparts of the signature pages. Without limiting the binding effect thereof, the parties hereby agree promptly to deliver the original counterpart of this document.

12.16 Multiple Parties. In the event Seller is composed of more than one person or entity, obligations arising from this Agreement are and shall be joint and several as to each such person or entity. Each person executing this Agreement in his or her individual capacity does so on behalf of his or her marital community.

12.17 Limitation on Liability. Any obligation or liability of Buyer whatsoever which may arise at any time under this Agreement or any obligation or liability which may be incurred by Buyer pursuant to any other instrument, transaction or undertaking contemplated hereby shall be satisfied, if at all, out of Buyer's assets only. No obligation or liability shall be personally binding upon, nor shall be enforced against, the property of any of Buyer's trustees, officers, employees, shareholders or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

12.18 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

{ Signatures on Following Page }

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SELLER

Bainbridge Island Metro Park & Recreation District, a Washington municipal corporation

By: _____

Date: _____

BUYER

Bainbridge Island Land Trust, a Washington nonprofit corporation

By: _____

Date: _____

PURCHASE AND SALE AGREEMENT

EXHIBITS

- A - Legal Description of Real Property
- B - Restrictive Covenants and Grant of Deed of Right
- C - Due Diligence Materials List
- D - Seller Disclosure Statement

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

[to be developed by title company]

EXHIBIT B

RESTRICTIVE COVENANTS AND GRANT OF DEED OF RIGHT

[form as agreed]

EXHIBIT C

DUE DILIGENCE MATERIALS LIST

Current ALTA survey

All lease and easement documents and exhibits

Any licenses, permits, purchase and sale agreements or other contractual agreements

All correspondence with governmental entities regarding the condition of the Property

Prior environmental reports

Any documents related to any reciprocal easements or other multi-party agreements

Exhibit D Environmental Questionnaire

**BAINBRIDGE ISLAND LAND TRUST
ENVIRONMENTAL SCREENING QUESTIONNAIRE**

Part I: To be Completed by Owner(s) & Occupant(s)

Date: _____

Prepared by: _____

Owner / Occupant
(circle one)

Preparer's Address: _____

Phone: _____

Property Location: _____

Parcel ID #(s): 352502-4-019-2005 _____ Acreage _____

Name of Landowner (if different from above): _____

Directions: Please answer every question below to the best of your knowledge. For every "yes" answer, please note details in the space provided on page 3. Then sign and date bottom of page 3.

Question		Answer		
1.	Is the property or any adjoining property used for an industrial use?	Yes	No	Unknown
2.	To the best of your knowledge, has the property or any adjoining property been used for an industrial use in the past?	Yes	No	Unknown
3.	Is the property or any adjoining property used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes	No	Unknown
4.	To the best of your knowledge, has the property or any adjoining property been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes	No	Unknown

5.	Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automotive or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gallons (19 liters) in volume or 50 gallons (190 liters) in the aggregate, stored on or used at the property?	Yes	No	Unknown
6.	Are there currently, or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallons (208 liters)) or sacks of chemicals located on the property?	Yes	No	Unknown
7.	Has fill dirt been brought onto the property that originated from a contaminated site or that is of unknown origin?	Yes	No	Unknown
8.	Are there currently, or to the best of your knowledge have there been previously, any pits, ponds, or lagoons located on the property in connection with waste treatment or waste disposal?	Yes	No	Unknown
9.	Is there currently, or to the best of your knowledge has there been previously, any stained soil on the property?	Yes	No	Unknown
10.	Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the property?	Yes	No	Unknown
11.	Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	Yes	No	Unknown
12.	Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water or emitting foul odors?	Yes	No	Unknown
13.	If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government environmental/health agency?	Yes	No	Unknown
14.	Do you have any knowledge of environmental liens or governmental notification relating to past or recurrent violations of environmental laws with respect to the property or any facility located on the property?	Yes	No	Unknown
15.	Have you been informed of the past or current existence of hazardous substances or petroleum products or environmental violations with respect to the property or any facility located on the property?	Yes	No	Unknown

- | | | | | |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|---------|
| 16. | Do you have any knowledge of any environmental site assessment of the property or facility that indicated the presents of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property? | Yes | No | Unknown |
| 17. | Do you know of any past, threatened or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property or any owner or occupant of the property? | Yes | No | Unknown |
| 18. | Does the property discharge wastewater on or adjacent to the property other than storm water into a sanitary sewer system? | Yes | No | Unknown |
| 19. | To the best of your knowledge, have hazardous substances or petroleum products, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the property? | Yes | No | Unknown |
| 20. | Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCBs? | Yes | No | Unknown |

NOTES *(Please provide details below concerning any item above for which you answered "yes," and any additional information that may be pertinent to the environmental condition of the property.)*

Item #

Preparer represents that to the best of the preparer's knowledge the above statements and facts are true and correct. To the best of the preparer's actual knowledge, no material facts have been suppressed or misstated.

Signature _____

Date _____



Memorandum

Date: 4/25/2025

To: BIMPRD Board of Commissioners

From: Matthew F. Keough, Senior Planner
Bainbridge Island Metropolitan Park & Recreation District

Subject: 2026 Park Comprehensive Plan Update **Progress Report**

Agenda Item: Draft Community Survey

The draft Community Survey, attached, has been enhanced since shared with the board in April by way of significant input, attached. While designed to garner public input regarding parks and recreation, it is positioned to educate and engage participants on long range planning as it relates to the Park District mission. With board acceptance, the survey will be turned over to the third-party consultant team, RRC, to conduct a scientifically valid survey. Postcards will soon go out to approximately 5000 households, each with a unique password to a controlled version of the survey. Results of the survey are expected to be shared with the board in early June, before the report-out of findings and input-to-date at the Open House to be presented by the consultant.

Status:

Officially open at Earth Expo on April 26th, the project now has established outreach materials, detailed project website, an interactive mapping activity on-line, and educational materials about the District and the challenge at hand (on poster boards and on-line). The launch of the project and process will be announced most directly by email to the community organizations on the stakeholder list and also to individuals whom have registered their emails with the District. The announcement will draw attention to the upcoming community meetings (see dates below) and encourage signing-up for future updates to be provided through adoption of the updated plan in Winter 2025. Recipients of the announcement including staff, board members and the Parks Foundation, are encouraged to widely forward the announcement to known contacts. Participation in the process will be recognized as part of "Take Away" material given, encouraging further participation.

Part of the second phase of the project, “Analyze,” the audit of the existing comprehensive plan began with Departments review of current Goals and Objectives, in spreadsheet format. The goal is to assess status, relation to the District mission, and, later, for later recommendation of prioritization for the board. The Leadership Committee is engaged on the Plan Audit too and faces a decision point on May 7 regarding potential distribution of the on-line survey to outside organizations. That would invite them to also assess the District’s long range planning efforts in light of the mission within the community.

Current Project Activities:

1. Launching Phase 1 “Engage” at Earth Expo, 4/26, at Battle Point 10:00a -2:00p
 - a. In-person Mapping Activity
2. Opening public input/comment
 - a. Comments will be logged and tracked for response
 - b. Project webpage allows “Sign-up” for notices and encourages public comment
 - c. Educational materials will be promoted on webpage
 - d. Interactive website opens (link from project webpage) in place
3. Planning community stakeholder meetings
 - a. Mapping and Budgeting activities will be offered at these meetings
 - b. On-going Stakeholder meetings (available upon request)

Upcoming Dates:

Community Stakeholder Meeting (offered twice)

1. Tuesday, May 13, Community Room at the A Center, 11:30a-1:30p)
2. Thursday, May 22, Community Room at A Center (6p - 7:30 pm)

Open House, the Report Out on Public Input

Saturday, June 21, 10:00a - 12p, BHS Commons

Reminders/Helpful Items

Complete the [on-line survey](#) regarding existing plan, open to board through May 7

Public Message: The public participation process has begun, described and updated regularly on the project webpage, to include details about upcoming community meetings. “Please pass along the invitation to upcoming public meetings with encouragement to participate in “setting the direction” of parks on Bainbridge Island”.

Attached Draft Community Survey

Contacts: <https://biparks.org/comprehensive-planning/>; mattk@biparks.org

BAINBRIDGE ISLAND METRO PARK AND RECREATION DISTRICT COMPREHENSIVE PLAN SURVEY

The mission of the Bainbridge Island Metropolitan Park District (Park District) is distinct from other public local jurisdictions and non-profit organizations. The Park District Mission provides focus and goals for the services to be provided to the community.

“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.”

In this survey, please give feedback on the services provided, as well as on the needs and interests that can be updated in our community-based Park Comprehensive Plan for Bainbridge Island.

1. How long have you lived on Bainbridge Island? Please enter number: ____years OR ☐ Mark this box if less than a year

2. Where do you reside on the island?

☐ Northend

☐ Southend

☐ Don't know

☐ Closer to Winslow than North or South ends

☐ Winslow/Downtown area

☐ Other _____

3. This survey is intended to be completed on behalf of your household. How many people reside in your household? Please enter number:

SATISFACTION WITH PARKS, FACILITIES, AND PROGRAMS

4. Overall, how satisfied are you with the following provided by the Park District?

	NOT AT ALL SATISFIED				VERY SATISFIED
	1	2	3	4	5
Opportunities for recreation and exercise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resources for community needs, programming, and gathering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accessible or useable natural areas and recreational shoreline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Events, facilities, spaces, and programs that provide learning, welcoming, and cultural experiences,	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CURRENT USE

5. How often do you or members of your household visit Park District locations?

	At least once a week	A few times a month	A few times a year	Rarely or never
Natural areas in parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shoreline access and use in parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bainbridge Island Aquatic Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bainbridge Island Recreation Center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other athletic facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DRAFT

6. How satisfied are you with each of the following aspects of trails provided by the Park District?

	NOT AT ALL SATISFIED	1	2	3	4	VERY SATISFIED	DON'T KNOW
							X
Accessibility qualities (parking, surfaces, slopes/grades)	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Amenities along trails (e.g., benches, shade)	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Connectivity to parks, neighborhoods, and other destinations	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diverse exercise and skill level opportunities	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equestrian opportunity	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintenance and cleanliness of trails	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mountain bike opportunity	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nature access	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trail Way-Finding (Information, signage, route-understanding)	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety along trails	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walking and hiking opportunity	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. What is your favorite park or space provided by the Park District? _____;
and, Why? _____

8. What is the closest park or park facility to where you reside? _____; and, about how far?

- ☐ Less than 1 mile
☐ 1-2 miles
☐ 2-4 miles

- ☐ 5+ miles
☐ Not sure, "close"
☐ Not sure, "far"

9. What are the main reasons you visit Park District parks or facilities? (Select up to 3)

- | | |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Personal fitness/exercise | <input type="checkbox"/> Hiking |
| <input type="checkbox"/> Playground use | <input type="checkbox"/> Running |
| <input type="checkbox"/> Sports or athletic field use | <input type="checkbox"/> Dog walking |
| <input type="checkbox"/> Spending time with family and friends | <input type="checkbox"/> Equestrian use |
| <input type="checkbox"/> Recreational class or offering | <input type="checkbox"/> Bike riding opportunities |
| <input type="checkbox"/> Passive recreation | <input type="checkbox"/> Commuting |
| <input type="checkbox"/> Attending community events | <input type="checkbox"/> Mental health |
| <input type="checkbox"/> Trail Use | <input type="checkbox"/> Useful amenities (shelters, equipment, restrooms) |
| <input type="checkbox"/> Access to natural areas | <input type="checkbox"/> Contemplative spaces |
| <input type="checkbox"/> Shoreline access (kayaking, paddleboarding, swimming, etc.) | <input type="checkbox"/> Education and Learning |
| <input type="checkbox"/> Getting outdoors | <input type="checkbox"/> Attending a group or meeting |
| <input type="checkbox"/> Passive play space (frisbee, picnic) | <input type="checkbox"/> Public meeting |
| <input type="checkbox"/> Exploring and Social Interaction | <input type="checkbox"/> I don't visit District parks or facilities |
| <input type="checkbox"/> Walking opportunities | <input type="checkbox"/> Other: (specify _____) |

NOTE TO BOARD:

THIS NEXT SECTION NEEDS BOARD INPUT TO RESOLVE. OPTIONS AND RECOMMENDATION from the subconsultant ARE PRESENTED ON THE LAST PAGE of this draft.

The section concerns the following request to recipients:

please rate A: how important the following facilities and amenities are to your household, and then rate B: how your household needs are met, and then, C) how you think the Park District is currently meeting the needs of the community. Please provide an answer for A B and C whether or not you have used or know of this facility option or amenity.

9. Knowing resources are limited, what are the most important items that, if addressed by the Park District, would increase your use of parks and recreation facilities?

(Select up to 5)

- ☐ Better customer service/staff knowledge ☐ Better safety and security

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- ☐ Enforcement of rules and user etiquette
- ☐ Basic facilities (shelter, restroom, water)
- ☐ Supportive services (transportation, childcare, staff assistance)
- ☐ Enhanced/maintenance of parks/facilities
- ☐ Expanded hours of operation
- ☐ More schedule options for offerings
- ☐ Handicapped/disabled accessibility
- ☐ Improved communication about offerings
- ☐ Adjust pricing/user fees
- ☐ Community-requested events
- ☐ Ease of access/proximity
- ☐ Accessibility of facilities

- ☐ Parking convenience
- ☐ More programs and recreational offerings
- ☐ Less activity and development
- ☐ Helpful signage and information on site
- ☐ Recreational Trails
- ☐ Rental opportunities for household use
- ☐ Rental opportunities for away-from-household interest (such as existing cabins and campgrounds)
- ☐ Internet connectivity
- ☐ Electric charging options (car, phone, equipment)
- ☐ Other (specify): _____

PROGRAMS & ACTIVITIES

10. Have you or other members of your household participated in any Park District led programs during the past 12 months?

- ☐ Yes ☐ No ☐ Not sure

11. Please check the TOP 3 primary reasons your household participates in the Park District's programs.

- | | |
|-----------------------------------------|---------------------------------------|
| a) Health and Wellness | k) Quality of facility |
| b) Athletic programs and events | l) Cost to participate is reasonable |
| c) Quality of instructors | m) Convenient times |
| d) Quality of programs | n) Friends/family participate |
| e) Types of programs (recreation focus) | o) Complementary to daily needs |
| f) Inclusive programs and services | p) Other: (specify _____) |
| g) Quality of programs | q) Do not participate, Reason:: _____ |
| h) Types of programs (recreation focus) | _____ |
| i) Inclusive programs and services | _____ |
| j) Facility location | _____ |

Top three reasons (insert letter from above) #1 Reason _____, #2 Reason _____, #3 Reason _____,

12. What types of cultural programs or events would you like to see more of? (Check all that apply)

- | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Music performances | <input type="checkbox"/> Environmental education |
| <input type="checkbox"/> Art exhibits and installations | <input type="checkbox"/> Public meetings and exhibitions |
| <input type="checkbox"/> Educational Programming | <input type="checkbox"/> Lectures and presentations |
| <input type="checkbox"/> Historic and Site Interpretation programs | <input type="checkbox"/> Language and culture classes |
| <input type="checkbox"/> Tours or Programs highlighting cultures | <input type="checkbox"/> Trainings and Workshops around cultures |
| <input type="checkbox"/> Activities with cultural associations | <input type="checkbox"/> Performing Arts (formal or causal) |
| <input type="checkbox"/> Public art | <input type="checkbox"/> Spiritual/religious activities-related meditation, |
| <input type="checkbox"/> Movies in the Parks | <input type="checkbox"/> Other (please specify): _____ |

VALUES & VISION

13. Parks, recreation, and open space opportunities are offered in the Park District for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following goals is to you and your household.

	NOT AT ALL IMPORTANT				VERY IMPORTANT	DON'T KNOW
	1	2	3	4	5	X
Encourage active lifestyles and promote health, wellness, and fitness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Encourage environmental sustainability in park design and maintenance practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ensure facilities and programs are affordable to all residents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ensure parks and recreation opportunities are accessible to all residents (including safe walkable routes, lack of physical barriers, accommodations for needs, support services)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reflect community interests as expressed and requested, particularly from evaluation and public feedback	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Focus on providing family-oriented activities						
Offer activities for residents to meet, socialize, and interact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	NOT AT ALL IMPORTANT	1	2	3	4	VERY IMPORTANT	DON'T KNOW X
Offer cultural events, festivals, and activities that are inclusive and provide diversity of offerings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protect environmental resources and preserve land within parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provide a high level of safety and security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strengthen community connections and sense of place	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. There are lots of ways the Park District can help environmental stewardship on Bainbridge Island. How important are the following initiatives to you?

	NOT AT ALL IMPORTAN T	1	2	3	4	VERY IMPORTANT	DON'T KNOW X
1) Low-impact development practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2) Bicycle, pedestrian, alternative access to gas-engine vehicles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3) Low-waste practices and designs on parklands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4) Reduction, reuse, and recycling practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5) Use of and hosting of renewable energy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6) Reduce pollution, including emissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7) Removal of non-native, invasive plants that inhibit local ecosystems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8) Management plans for Natural Resources on parklands	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9) Proactive Forest Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10) Climate change-related plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11) Encourage local services and resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12) Wildfire mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

15. What are the greatest needs in the list below for the next 6 to 12 years?

	NOT AT ALL NEEDED	1	2	SOMEWHAT NEEDED	3	4	VERY MUCH NEEDED	5	DON'T KNOW X
a. Improved recreation facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Additional Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Additional facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Improved park amenities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Improved shoreline/water access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Increased trail connectivity and expansion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Acquiring land for recreational use development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Acquiring land for environmental stewardship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Maintenance of existing parks and facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Other: (please specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

16. What additional recreational amenities are most needed for you or your household? (Select up to 5)

- | | | |
|---------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Aquatic facilities | <input type="checkbox"/> Fishing piers | <input type="checkbox"/> Indoor recreation options |
| <input type="checkbox"/> Bicycling opportunities | <input type="checkbox"/> Unprogrammed | <input type="checkbox"/> Indoor multi-sport athletic space |
| <input type="checkbox"/> Boat ramp and facilities | <input type="checkbox"/> Green space/open space for passive recreation | <input type="checkbox"/> Kayak/canoe/paddleboard launches |
| <input type="checkbox"/> Campgrounds | <input type="checkbox"/> Indoor multi-use courts | <input type="checkbox"/> Multi-use community center |
| <input type="checkbox"/> Disc Golf areas | | |

DRAFT

- ☐ Unprogrammed spaces within developed parks (hang-outs)
- ☐ Natural grass athletic fields
- ☐ Nature center
- ☐ Off-leash dog parks
- ☐ Outdoor amphitheater
- ☐ Outdoor courts
- ☐ Picnic area pavilions
- ☐ Preservation of historic sites
- ☐ Public beach/water access
- ☐ Recreational Trails
- ☐ Scenic views
- ☐ Shoreline access facilities
- ☐ Skate park facilities
- ☐ Synthetic turf athletic fields
- ☐ Wildlife platforms viewing opportunities
- ☐ Other (Specify: _____)

FINANCIAL CHOICES

17. Imagine you have \$100 to spend on improving recreation facilities, services and/or programs for the Park District, how would you allocate that \$100 across the following categories? Please enter numbers in \$5 increments and make sure your allocation totals \$100. You may leave items blank.

\$_____ Small fields/pitches

\$_____ Community supportive space

\$_____ Indoor play space

\$_____ Bike park, pump track, skills area

\$_____ Diamond athletic fields (e.g., softball, baseball)

\$_____ Disc golf course(s)

\$_____ Dog park(s)

\$_____ Expanded Recreation Center hours

\$_____ Expanded hours at Aquatic Center

\$_____ Higher Maintenance levels

\$_____ Facility upgrades

\$_____ Upgrades to existing infrastructure

\$_____ Reserves for future needs

\$_____ Expansion of facilities

\$_____ Gymnasium space

\$_____ Trails

\$_____ Inclusive, adaptive, and specialized offerings

\$_____ Outdoor fitness equipment

\$_____ Additional parkland

\$_____ Performance area

\$_____ Pickleball courts

\$_____ Playgrounds

\$_____ Public art

\$_____ Public restrooms

\$_____ Rectangular athletic fields (e.g., soccer, football)

\$_____ Shoreline amenities/access

\$_____ Supportive amenities like shade and shelters in parks

\$_____ Splash pad or outdoor water play features)

\$_____ Tennis courts

\$_____ Scholarships/Fee reductions

\$_____ Specific enhancement: _____

TOTAL: \$ 100

18. If fee adjustments were made for Park District programs and facilities, which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

☐ Fee increases would not limit participation at all
 ☐ Fee increases would limit participation significantly

☐ Fee increases would limit participation somewhat
☐ Don't know/uncertain

How supportive are you of the following actions to facilitate participation in recreation activities from historically and currently underserved and under-resourced communities ?

	NOT AT ALL SUPPORTIVE				VERY SUPPORTIVE	
	1	2	3	4	5	
Conduct outreach efforts to inform and engage underserved residents .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Offer culturally responsive programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Offer free and low-cost activities for lower-income residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Provide priority registration for residents facing participation barriers..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Continue to provide financial assistance to assist lower-income residents to participate in recreation programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other (please specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

19. The recommendations from this survey could possibly require financial support. Please indicate how strongly you support each of the following potential funding sources.

	DEFINITELY NOT SUPPORT	PROBABLY NOT SUPPORT	NEUTRAL	PROBABLY SUPPORT	DEFINITELY SUPPORT	DON'T KNOW/ UNCERTAIN
Bond referendum for specific projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levy-Lift for Maintenance of service levels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increases to property tax rates per District needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Increased user fees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

20. How effective is the Park District at reaching you with information on parks and recreation facilities, programs, and services?

NOT AT ALL EFFECTIVE					VERY EFFECTIVE
1	2	3	4	5	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

21. How do you currently receive information on parks and recreation facilities, programs, and services offered by the Park District?

(CHECK ALL THAT APPLY)

- | | |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 1) <input type="checkbox"/> Park District recreation guide | 6) <input type="checkbox"/> School email/newsletter |
| 2) <input type="checkbox"/> At the recreation facility/program location | 7) <input type="checkbox"/> Park District social media (e.g., Facebook, Instagram) |
| 3) <input type="checkbox"/> Email | 8) <input type="checkbox"/> Park District website |
| 4) <input type="checkbox"/> Flyers/posters at businesses | 9) <input type="checkbox"/> Word of mouth |
| 5) <input type="checkbox"/> Local media (e.g., TV, radio, newspaper) | 10) <input type="checkbox"/> Other: (_____) |

22. What is the preferred way for you to receive information on parks and recreation facilities, programs, and services?

Insert number from Question #24: _____

23. Do you have any further comments about parks, recreation facilities, and services provided by the Park District?

DEMOGRAPHICS

Your demographic information will assist in our analysis. Your responses are considered anonymous and individual responses will not be shared.

24. Which of these categories best applies to your household?

- ☐ Single, no children
- ☐ Single with children at home
- ☐ Single, children no longer at home (empty nester)
- ☐ Couple, no children
- ☐ Couple with children at home
- ☐ Couple, children no longer at home (empty nester)
- ☐ Multi-generational home (grandparents, parents, children)

25. Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?

- ☐ Yes ☐ No

Would you like to identify the need? _____

26. Do you or a member of your household own a dog?

- ☐ Yes ☐ No

27. Do you or a member of your household own a horse?

- ☐ Yes ☐ No

28. Do members of your household use alternative transportation to gas-engine vehicles to access parks and park facilities?

- ☐ Yes ☐ No

Please detail for community planning and design considerations:

29. Do you own or rent your residence in the community?

- ☐ Own ☐ Rent ☐ Other

30. What is your age?

- | | |
|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> Under 18 | <input type="checkbox"/> 45 – 54 |
| <input type="checkbox"/> 18 – 24 | <input type="checkbox"/> 55 – 64 |
| <input type="checkbox"/> 25 – 34 | <input type="checkbox"/> 65 – 74 |
| <input type="checkbox"/> 35 – 44 | <input type="checkbox"/> 75 or over |

31. Please indicate the gender with which you identify:

- ☐ Male
- ☐ Female
- ☐ Non-binary
- ☐ I prefer to self-describe as: _____
- ☐ Prefer not to answer

32. What race do you consider yourself to be? (CHECK ALL THAT APPLY)

- ☐ American Indian or Alaska Native

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- | | |
|--------------------------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Asian | <input type="checkbox"/> Some other race |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Prefer not to answer |
| <input type="checkbox"/> Hispanic or Latino | |
| <input type="checkbox"/> Middle Eastern or North African | |
| <input type="checkbox"/> Native Hawaiian or Pacific Islander | |
| <input type="checkbox"/> White | |
-

**Thank you for taking the time to share your opinion and input with us.
It is of great value to the Bainbridge Island Metropolitan Park & Recreation District.**

Recommendation of RRC, subconsultant

These are a lot of rating questions and can be quite taxing for the respondent.

We find that asking importance to household and then meeting the needs of the community is the most effective way to get this information. For example, an elderly gentleman may not think that rectangular fields (soccer/football) are important to his household but may see people out in the community enjoying the fields and therefore could determine that the community needs are being well met.

If there is strong preference for including meeting the needs of the household, we can add logic to the online survey to only ask about facilities/amenities that were rated as important (4 or a 5). However, at this point the survey is quite long and complicated so we might suggest removing another ratings question to ensure that the survey is an appropriate length/level of complexity.

OPTION 1

From the list of the following facilities and amenities, which do you feel align with the community's interests? (Check all that apply)

- | | |
|-------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Dedicated community space | <input type="checkbox"/> Playgrounds |
| <input type="checkbox"/> Diamond fields (baseball/softball) | <input type="checkbox"/> Public pools |
| <input type="checkbox"/> Dog park | <input type="checkbox"/> Rectangular fields (soccer/football) |
| <input type="checkbox"/> Fitness equipment | <input type="checkbox"/> Trails |
| <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Shoreline access points |
| <input type="checkbox"/> Multi-purpose trails | <input type="checkbox"/> Not sure |
| <input type="checkbox"/> Outdoor courts | |
| <input type="checkbox"/> Picnic/shelter areas | |

For the following section, please rate A: how important the following facilities and amenities are to your household, and then rate B. how you think the Park District is currently meeting the needs of the community. Please provide an answer for A and B whether or not you have used or know of this facility option or amenity.

Fill in two boxes per row (one each in column A and column B):	A) IMPORTANCE TO YOUR HOUSEHOLD					B) MEETING THE NEEDS OF THE COMMUNITY					
						NOT AT ALL	COMPLETELY				DON'T KNOW
	1	2	3	4	5	1	2	3	4	5	x
a) Dedicated community space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Diamond fields (baseball/softball)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Dog park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Fitness equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Gymnasium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Multi-purpose trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Outdoor courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h) Picnic/shelter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j) Public pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k) Rectangular fields (soccer/football)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l) Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m) Shoreline access points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o) Other: (_____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Option 2: This is how all three questions will look online (separate questions)

For the following section, please rate A: how important the following facilities and amenities are to your household

A) IMPORTANCE TO YOUR HOUSEHOLD					
Fill in two boxes per row (one each in column A and column B):	NOT AT ALL IMPORTANT			VERY IMPORTANT	
	1	2	3	4	5
a) Dedicated community space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Diamond fields (baseball/softball)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Dog park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Fitness equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Gymnasium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Multi-purpose trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Outdoor courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h) Picnic/shelter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j) Public pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k) Rectangular fields (soccer/football)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l) Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m) Shoreline access points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o) Other: (_____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For the following section, please rate how well you think the Park District is currently meeting the needs of your household

MEETING NEEDS OF YOUR HOUSEHOLD					
Fill in two boxes per row (one each in column A and column B):	NOT AT ALL			COMPLETELY	
	1	2	3	4	5
a) Dedicated community space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Diamond fields (baseball/softball)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Dog park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Fitness equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Gymnasium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Multi-purpose trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Outdoor courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h) Picnic/shelter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j) Public pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k) Rectangular fields (soccer/football)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l) Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m) Shoreline access points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o) Other: (_____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For the following section, please rate how well you think the Park District is currently meeting the needs of the community.

MEETING NEEDS OF THE COMMUNITY					
Fill in two boxes per row (one each in column A and column B):	NOT AT ALL			COMPLETELY	
	1	2	3	4	5

a) Dedicated community space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Diamond fields (baseball/softball)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Dog park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Fitness equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Gymnasium	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Multi-purpose trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Outdoor courts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h) Picnic/shelter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i) Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j) Public pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k) Rectangular fields (soccer/football)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l) Trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
m) Shoreline access points	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o) Other: (_____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2025-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A TEXT AND INSTANT MESSAGING POLICY FOR THE DISTRICT'S POLICY MANUAL

WHEREAS, the Bainbridge Island Metropolitan Park & Recreation District has in place a District Policy Manual that includes board, operational, and personnel policies that the Board of Commissioners adopts by resolution when new policies are needed, or current policies require revision; and

WHEREAS, this Resolution 2025-08 pertains to the addition of a text and instant messaging policy in the operational section of the District's policy manual; and

WHEREAS, it has been deemed necessary by staff and the board to implement this text and instant messaging policy; and

WHEREAS, a draft of the text and instant messaging policy was previously discussed at the April 17, 2025 board meeting; and

WHEREAS, this Resolution 2025-08 authorizes the cell phone use policy adopted on August 18, 2016 by Resolution 2016-17 to be replaced and superseded by the text and instant messaging policy,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the remote work policy, a copy of which is attached hereto as Exhibit "A", be adopted and included in the 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 1st day of May, 2025, the undersigned commissioners being present.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

BY: _____
Tom Goodlin

BY: _____
Dawn Janow

BY: _____
Jay C. Kinney

BY: _____
John Thomas Swolgaard

ATTEST: _____
Kenneth R. DeWitt

Policy Name: Texting and Instant Messaging
Section: 3000 Operational: 3100 Administrative
Policy Number: 0000

Purpose: To outline and regulate the use of text messaging and instant messaging for District business.

Reference: This policy supersedes the cell phone use policy adopted by Resolution 2016-17.

Policy:

Any text or instant message (IM) that has been sent or received by employees in connection with the transaction of District business is a public record that must be retained in accordance with Washington State Archives retention schedules and records retention laws. [RCW Chapter 40.14](#) contains regulations for the retention, preservation and lawful destruction of public records. Records must be managed according to the applicable Washington State Archives retention schedules and may be subject to disclosure under [RCW Chapter 42.56](#) the Public Records Act. The retention period for public records depends on the function and content of the record, not its format or method of transmission. A text or IM sent or received by an employee that relates to District business is a public record regardless of whether the device used is owned by the District or the employee.

Employees are prohibited from using personal devices or accounts to text or IM for District related business.

Text and IM are to be used only for transitory messages with a short-term retention value that can be destroyed when no longer needed for District business. The Washington State Archives defines “transitory records” as those which “only document information of temporary short-term value,” provided that the records are: 1) not needed as evidence of a business transaction; and 2) not covered by a more specific records retention series.

When communications that are more than transitory are necessary, such communications shall occur in person, by telephone, or by email but not by text or IM. Text and IM will not be used to provide any working direction to staff which is not documented in some other form for retention purposes.

The following is intended to help manage the texts and IMs sent or received regarding District business:

- a. Employees may use text and IM for transitory messages only. Examples include informal notices of meetings, directions, scheduling information, and other routine messages which do not relate to the functional responsibility of the agency.
- b. Text and IM may not be used to send policy, contract, formal correspondence, or personnel related data. Sensitive information should not be sent by text or IM, (e.g. social security numbers, credit card numbers, passwords, etc.).
- c. Transitory messages should be deleted as soon as possible.
- d. If transitory messages do exist at the time a public records request is submitted to the agency, they may be responsive and if so need to be retained and produced.

All employees have records management responsibilities for business-related texts and IMs they send and receive and may be asked to identify records responsive to public disclosure or discovery requests.

Use of text or IM that is not in accordance with this policy is grounds for disciplinary action up to and including termination.