

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – May 15, 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 May 1, 2025
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Terry Lande Recognition Based on Committee Recommendations
Action: Motion to approve. Hamlin (15 min)
- 40.2** Comprehensive Plan Update
Action: Information only. Keough (10 min)
- 40.3** Ray Williamson Pool Renovation Compliance Agreement and Schedule Update
Action: Motion to approve and direct executive director to sign. Harry (10 min)
- 40.4** McKeon Property Transfer for Bike Park Expansion
Action: Motion to approve and direct executive director to sign. Keough (10 min)
- 40.5** Battle Point Park Septic System Replacement (KidsUp! Restroom) Bid Award
Action: Possible motion to approve. Miller (5 min)
- 40.6** Districtwide Court Resurfacing Bid Award
Action: Possible motion to approve. Miller (5 min)
- 40.7** Resolution 2025-09: Board Meeting Calendar Through January 2026
Action: Motion to adopt. Hamlin (5 min)

50. STAFF REPORT

60. UPCOMING MEETINGS

05/15/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
06/05/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
06/26/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
07/17/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
08/07/25	Regular Board Meeting	6:00 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 May 1, 2025
STRAWBERRY HILL CENTER**

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

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

CONFLICT OF INTEREST DISCLOSURE: None

MISSION STATEMENT: Vice-Chair Janow 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

KC Halls said that he has been involved in a lot of parks in cities throughout the west and the parks here are the best he has ever seen. He made some suggestions for improving accessibility to the beach at Fay Bainbridge Park for people with limited mobility.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the April 17, 2025 regular board meeting, Vice-Chair Janow stated the minutes stand approved as submitted.

GENERAL BUSINESS

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 there are representatives from the Bainbridge Island Land Trust and the Bainbridge Island Parks & Trails Foundation in attendance tonight and he thanked them for their assistance to make purchasing the Bainbridge Island School District's property in the Grand Forest East possible. When the Park District learned about the time frame on which the School District wanted the property purchased BILT was asked to help fundraise and led the development of the fundraising campaign. Once the campaign was launched a significant donation was received by the Bainbridge Island Parks & Trails Foundation. The purchase and sale agreement is for BILT to purchase the restrictive covenants and grant of deed of right on the property for the \$610,000 they raised from the campaign before the anonymous donor stepped in with the remainder of the funding. Commissioner DeWitt said the Park District's direct costs for this property were limited to the survey and a share of the title and escrow costs. **MSC: DeWitt/Swolgaard: Move to approve the purchase and sale agreement of the restrictive covenants and grant of deed of right for the Grand Forest East property transfer and authorize the executive director to sign the agreement.** Commissioner DeWitt said this has been an amazing process with two government agencies and two non-governmental organizations working to get this done in record time with only minimal cost to the taxpayers and Commissioner Swolgaard echoed those sentiments. Dan Hamlin said the agreement between the Park District and BIPTF for the anonymous donation of the remainder of the funds to purchase the property is ready for approval. **MSC: DeWitt/Swolgaard: Move to approve the donation agreement for the Bainbridge Island School District's Grand Forest East parcel and have the executive director sign.**

COMPREHENSIVE PLAN UPDATE AND SURVEY REVIEW: Senior Planner Matthew Keough said that public outreach for the Comprehensive Plan update launched last week at the Earth Day Expo. Advertising for the community stakeholder

meetings will begin soon. The community survey will start with a random population to achieve a scientifically valid result. After the random population completes the survey, the survey will be available for the entire community. An updated draft of the survey was distributed for review.

RESOLUTION 2025-08: TEXTING AND INSTANT MESSAGING POLICY: Executive Director Dan Hamlin said the resolution before the board tonight makes it policy that texting and instant messaging can only be used for transitory District records.

MSC: Kinney/Swolgaard: Move to approve Resolution 2025-08 concerning the text and instant messaging policy for the District's Policy Manual.

WEBSITE PRESENTATION: Marketing and Communications Manager Erin Johnston said the new website will merge the three current websites into one and there is a focus on user-centered navigation. Currently staff are working on visual design, development, and content migration. Erin Johnston shared a preview of what the new website will look like. Next steps are testing and quality assurance followed by the soft launch, public launch, and post-launch activities. The new website is projected to go live between August and October of this year.

STAFF REPORT

Park Services Division: Park Services Superintendent David Harry said the HVAC installation for the Ray Williamson pool renovation is scheduled to happen tomorrow. There are multiple contracts currently out for bid. Parking lot repairs are underway at Fay Bainbridge Park. Now that the septic system replacement for the restroom by KidsUp! Playground at Battle Point Park is approved, the bid for installation is posted and the permitting for installing the restroom building is under way. Park Services Division Director Lydia Roush thanked everyone who helped with the Earth Day Expo last weekend, which was excellent. One of the boardwalk sections on the Sunny Hill to Nute's trail is now complete.

Recreation Division: Aquatic Program Administrator Jenette Reneau said that staff are expecting to hear from the Washington State Department of Health tomorrow regarding whether the District will be allowed to reopen the Ray Williamson pool between the two phases of the renovation. Registration for summer programming will begin on Saturday. The transition to ActiveNet software has gone smoothly. Staff want to have a conversation about moving the first day of registration to a weekday.

Administrative Division: Assistant Executive Director Amy Swenson said the District will be moving to an annual audit starting this fall for 2024. The increase in District revenue is triggering the requirement for increased audit frequency by the Office of the Washington State Auditor. While there will be an increase in costs for the District for more frequent audits, District staff welcome the change as it will offer more frequent feedback. The 2022-2023 audit is finished, and the report should be published next week. Commissioner Kinney said he attended the exit interview for the audit, and it was a clean audit. Amy Swenson noted that the auditor did a deep dive on the Bainbridge Island Recreation Center likely due to complaints received by their office related to the District purchasing BIRC.

Executive Director Dan Hamlin shared a proposed board meeting calendar and said staff are recommending that the board pass a resolution at the next meeting to set the regular board meeting schedule through January 2026. He received a lot of comments about how well the Earth Day Expo went. He noted that staff are seriously considering not sending the printed recreation catalog to all island households this fall. Instead, people would receive a much smaller and less expensive mailer which would direct them to the online catalog.

BOARD MEMBER REMARKS:

- Commissioner Swolgaard said he attended the Earth Day Expo, and it was a lot of fun. He appreciated how well Senior Planner Matthew Keough engaged with the community.

- Commissioner Swolgaard said the Battle Point Astronomical Association has a new telescope.
- Commissioner Swolgaard asked what is happening with the Sakai Park entrance on Madison Avenue. Park Services Superintendent David Harry said there is still work to be done.
- Commissioner DeWitt said that he received a nice email from a person on the south end of the island who is very appreciative of all the trail work being done.
- Commissioner DeWitt said he walked the trail in the mountain bike park at Strawberry Hill Park, and it will be a lot of fun for users.
- Commissioner Kinney commended everyone for the work being done on the Comprehensive Plan update and all the thought that is going into gathering information from the community.
- Commissioner Janow said great comments were received from the community for the Comprehensive Plan update at the Earth Day Expo.
- Commissioner Janow asked if there will be an announcement for the opening of the tennis courts at Sakai Park. Executive Director Dan Hamlin said after the courts are painted staff will work with Bainbridge Community Tennis Association on a public opening event.
- Commissioner Janow said she was pleased to see the flexible care option in the summer Recreation Connection catalog to facilitate coverage for working parents before and after camp times and the amount of adaptive recreation opportunities.

MEETING ADJOURNED at 7:18 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

BAINBRIDGE ISLAND METROPOLITAN PARKS & RECREATION DISTRICT
MEMORANDUM

TO: Board of Commissioners
FROM: Ad Hoc Terry Lande Recognition Committee
DATE: April 3, 2025
SUBJECT: Committee Recommendation

Seven community members were selected to make a recommendation regarding recognition for Terry Lande's service as Executive Director from 2003-24. Members were Patricia Bell, David Harrison, Andy Maron, Tom McCloskey, Jim Parsons, Ryan Vancil, and Jack Visco.

The committee was tasked with developing a recommended list of 3-5 options to honor Terry's legacy. To be clear, the committee was not asked to conduct a public hearing or solicit public input, but rather to review the documentary record on this issue (which included previous public comment), and develop its own recommendation.

The committee has now completed its assigned task, and makes this recommendation.

Background

The committee first reviewed a summary of the accomplishments of BIMPRD during Terry's tenure (the summary likely has or will be provided to the Board and public), and various documents related to prior consideration by the staff, board, and public of an appropriate method of recognition. The committee also met on two occasions to discuss and develop its recommendation.

The committee would like to comment that it was impressed with the substantial and significant accomplishments of BIMPRD under Terry's leadership. It is fair to say that BIMPRD is a completely different organization than it was in 2003, as the activities, facilities, and financial resources of BIMPRD are dramatically improved. While the elected board of commissioners, staff, contractors, and volunteers all contributed to those improvements, a significant amount of credit must be given to Terry for those accomplishments.

Thus, the committee agreed that some form of community recognition be chosen to honor Terry's legacy. The committee discussed whether the form

would be a physical facility, an activity, or a program, and decided any and all might be appropriate and should be considered.

Criteria

After reviewing the background documents, the committee then developed criteria to use while considering a form of recognition. They were:

- 1) Terry's personal involvement in a selected facility, activity or program;
- 2) Whether selection of a facility, activity or program is significant enough to appropriately recognize Terry's important contributions;
- 3) Whether the facility, activity or program will actually be used by the community;
- 4) The perceived support within the community for the selected recognition;
- 5) How visible the selected recognition will be to the community;
- 6) Whether BIMPRD can implement the selected recognition on its own, or whether the recognition requires approval from another entity;
- 7) The selected recognition should be long-term rather than short-term; and
- 8) The cost of implementing the recognition.

The above criteria are not a "checklist" or "matrix" used by the committee. Rather, the committee members individually and collectively considered these eight criteria as guidance during its discussion of proposed methods of recognition.

Recommendation

The committee considered all suggestions submitted earlier by staff and others, and members suggested other possible types of recognition. After consideration and discussion, the following are the recommended three options in the order of the committee's priority, with a brief comment on the reasoning.

1st Choice: Naming the new BIMPRD Administrative Building.

This was the overwhelming favorite of the committee members. It satisfies all of the above criteria, especially visibility to the community on High School Road, which

visibility will certainly increase as improvements occur in the future in the expanded Strawberry Hill Park. This recognition seems even more appropriate as Terry's physical office for almost all of his 22-year tenure as Exec. Director was just a few hundred yards west in a dilapidated 1950's excess military building.

2nd Choice: Naming the summer concert series and Battle Point "amphitheater".

Terry was the inspiration for the musical programs of BIMPRD, and created the very popular summer concert series. Thus, designating both the series and venue seems meaningful and appropriate.

3rd Choice: Naming the summer concert series.

If it is determined that the "amphitheater" is too closely aligned with the observatory and therefore should not be named after Terry, then the committee still suggests the concert series be named after him.

While the committee has made three distinct recommendations above, in order of preference, it is also possible to select all or two of them. For example, the board could name both the administrative building and the concert series after Terry – as one is a facility and the other is an activity. The committee is not making that type of recommendation, but it would not be opposed if that was the final decision.

The committee thanks BIMPRD for the opportunity to serve the community.

Patricia Bell
David Harrison
Andy Maron
Tom McCloskey
Jim Parsons
Ryan Vancil
Jack Visco



Memorandum

Date: 5/9/2025

To: BIMPRD Board of Commissioners

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

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

Status:

Approved at the last board meeting, the community survey has since been placed into an online platform run by RRC, ready for submittals from the randomly selected households across the island. The goal is to obtain at least 350 responses. Postcards are to go out the week of May 12 to approximately 5,000 households, each with a unique password that leads 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 all input-to-date by the consultant at the open house.

The audit of the existing Comprehensive Plan is underway with the review of current goals and objectives from staff and board members. The leadership committee is currently assessing the responses regarding status of the goals, relation to the District mission, suggested removal, addition, and prioritization. Additionally, the committee confirmed the plan to extend the survey to approximately ten community organizations which have working relationships that relate to the goals and objectives of the current plan. This review, followed by establishing new goals, is critical in the analysis phase, which is to understand strengths, weaknesses, and opportunities for the future.

The update of the inventory of parks, recreation, and open space available across the island (including all providers) is also part of the analysis phase. The inventory process first quantifies assets per existing classifications (e.g., recreational shoreline, special purpose facilities). This accounts for the existing level of service standards. For example, it will review the District's projected service levels to provide 59.28 acres of parkland per 1,000 residents as the population grows.

The inventory is also to be assessed by qualitative measures. Beyond the number of features in a park or programs offered, the inventory will be examined by outcome criteria. New criteria in being considered, such as the diversity of recreational opportunities offered and satisfaction in areas such as “access to nature.” The inventory analysis, with new evaluation criteria based on the process at hand, will contribute to the refreshed goals which will ultimately approved by the board after the engage and analysis phase.

Current Project Activities:

1. Promotion of Community Stakeholder Meetings through May 22
 - a. Email distribution on May 3, reminder on May 3 distributed to over 20,000 emails, with a 49% open rate on the first round
 - b. Website activated with educational materials the addition of a second interactive activity
 - c. Flyer distribution with email, downloadable from website, attached to email for forwarding and posted at all park sites and key community locations
 - d. Prominent A-frame signage on Madison Avenue in advance, identifying the day and location of the meetings
2. Gathering public input/comment
 - a. Ability to leave comments directly on project webpage within interactive activities
 - b. Sign up option on the webpage for continual updates
 - c. Comments logged and tracked for response, including notetaking and comments cards gathered at community meetings
3. On-going Stakeholder meeting opportunities
 - a. Mapping and budgeting activities will be offered at these meetings
 - b. On-going Stakeholder meetings (available upon request)
4. Goal and Objectives Survey (see status)
5. Inventory of parks, recreation and open space (see status)
6. Plan Audit: Review of the plan document for new organization and format

Upcoming Dates/Reminders

Community Stakeholder Meeting (offered twice)

1. Tuesday, May 13, Community Room at the Aquatic Center, 11:30 am - 1:30 pm)
2. Thursday, May 22, Community Room at Aquatic Center (6:00 pm - 7:30 pm)

Open House, the Report Out on Public Input

Saturday, June 21, 10:00 am - 12:00 pm, BHS Commons

Public Message: Community survey will be open to the public in late May. The results will be shared at the Open House on June 21. Be on the lookout for it, we are!

VOLUNTARY COMPLIANCE AGREEMENT/COMPLIANCE SCHEDULE

BETWEEN BAINBRIDGE ISLAND METRO PARK AND RECREATION DISTRICT,
OWNER OF BAINBRIDGE ISLAND AQUATIC CENTER, 8521 MADISON AVENUE
NORTH, BAINBRIDGE ISLAND,

AND KITSAP PUBLIC HEALTH DISTRICT

Purpose: The purpose of this agreement is to memorialize the terms, conditions, and compliance schedule agreed to between The Bainbridge Island Metro Park and Recreation District (BI Parks), owner of Bainbridge Island Aquatic Center located at 8521 Madison Avenue North, Bainbridge Island, and Kitsap Public Health District (KPHD) to allow the Ray Williamson Pool within the facility to be open and operational between the completion of the Phase One and start of the Phase Two construction project.

Background: Currently, the Ray Williamson Pool within the facility is under construction through an approved Washington State Department of Health (DOH) Project #2023043 for Phase One. As stated in the DOH letter dated June 13, 2024, the operator must apply for a construction permit for Phase Two. BI Parks has indicated that Phase One will be completed between July 20, 2025, and September 1, 2025, however Phase Two will not begin until March of 2026. Therefore, BI Parks has requested that the Ray Williamson Pool be allowed to open between Phase One and Phase Two.

Description of Code Violation: The current main drain covers meet the ANSI/APSP-16 2011 suction fitting standard, however the covers expired in 2020. The facility has confirmed that the main drain covers are not missing any screws, and they appear to be in good condition. The covers could be replaced but would still not meet Virginia Graeme Baker Act (VGBA) standards for flow rates because the pipe size beneath the pool shell needs to be modified. This will be done during Phase Two of the construction project so that the suction outlet fitting assembly (SOFA) meets the current ANSI/APSP/ICC-16 2017 standard. However, this is a violation of Washington Administrative Code (WAC) 246-260-0901 for the expired cover and other non-closure suction outlet fitting assembly issues. Therefore, this compliance agreement is being enacted, and the violation is required to be corrected by March 1, 2027.

Compliance Schedule:

- May 2025: Apply for a DOH construction permit for Phase Two and provide documentation of the submittal to KPHD.
- July 20, 2025-September 1, 2025: Provide documentation to KPHD of the official opening date. Monitor the main drain covers during this operational period and close the pool if covers become damaged or screws are missing. If closure occurs due to main drain cover issues, BI Parks must notify KPHD who will conduct an inspection to determine further operational status.
- March 2026: Provide documentation to KPHD of the official closing date of the Ray Williamson Pool prior to Phase Two Construction.
- March 2026-March 1, 2027: Complete Phase Two Construction and keep the current sliding door barrier closed and continuously locked until the code compliant barrier is installed as stated in DOH's June 13, 2024, letter. Contact KPHD by March 1, 2027, to conduct a pre-opening inspection of the Ray Williamson Pool.

Signatures of Responsible Representatives:

Understood and agreed by The Bainbridge Island Metro Park and Recreation District, owner of Bainbridge Island Aquatic Center:

By:_____

Date:_____

Agent,

The Bainbridge Island Metro Park and Recreation District

Approved and agreed to by Representative of Kitsap County Health Officer/Kitsap Public Health District:

By:_____

Date:_____

Anne Moen, RS

Program Manager, Food and Living Environment

WHEN RECORDED, MAIL TO:

Law Office of Hayes Gori, PLLC
271 Wyatt Way NE, #112
Bainbridge Island, WA 98110

BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED

<u>Grantors:</u>	Daniel P. and Alexandria A. McKeon
<u>Grantee:</u>	Bainbridge Island Metropolitan Park & Recreation District
<u>Abbrev. Legal Desc.:</u>	<u>Grantors Parcel:</u> That portion of the Southeast quarter conveyed by Volume 388, Page 157, Section 21, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, <i>add'l legal in attached Exhibit A</i> <u>Grantee Parcel:</u> The North half of the Southwest quarter of the Southeast quarter of Section 21, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, <i>add'l legal in attached Exhibit B</i>
<u>Tax Account Nos.:</u>	<u>Grantors Parcel:</u> 212502-4-013-2007 <u>Grantee Parcel:</u> 212502-4-027-2001

This BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED (the "Agreement") is made by and between the following parties (collectively "the Owners"):

Daniel P. and Alexandria A. McKeon (collectively "McKeon"), a married couple, as Grantors; and

Bainbridge Island Metropolitan Park & Recreation District ("BIMPRD"), a municipal corporation, as Grantee.

The Owners agree to and acknowledge the following recitals, all of which are fully incorporated by reference into the Agreement set forth below:

A. McKeon is the fee owner of that certain real property legally described on Exhibit A attached hereto ("Original McKeon Parcel");

B. BIMPRD is the fee owner of that certain real property legally described on **Exhibit B** attached hereto ("Original BIMPRD Parcel");

C. The Original McKeon Parcel and the Original BIMPRD Parcel are referred to herein collectively as "the Parcels";

D. The Original McKeon Parcel and the Original BIMPRD Parcel share a common boundary line, the location of which is in dispute; and

E. Pursuant to RCW 58.04.007, and without creating any additional lots, tracts or parcels, the Owners agree to resolve the foregoing boundary dispute, and permanently adjust the common boundary line between the Original McKeon Parcel and the Original BIMPRD Parcel on the following terms and conditions; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Owners hereby agree as follows:

1. **Establishment of Common Boundary.** The Owners hereby agree to permanently adjust and fix the common boundary line between the Parcels as follows:

- (i) The adjusted boundary line between the Parcels shall be as legally described on **Exhibit C** attached hereto ("Line of Agreement"), and as depicted on the map attached hereto as **Exhibit D**;
- (ii) The legal description of the Original McKeon Parcel shall be revised to read as shown on **Exhibit E** attached hereto ("Resultant McKeon Parcel"), and the Resultant McKeon Parcel shall be as depicted on the map attached hereto as **Exhibit D**; and
- (iii) The legal description of the Original BIMPRD Parcel shall be revised to read as shown on **Exhibit F** attached hereto ("Resultant BIMPRD Parcel"), and the Resultant BIMPRD Parcel shall be as depicted on the map attached hereto as **Exhibit D**.

This Agreement is made solely to settle a boundary line dispute between the Owners. In connection with this Agreement and in consideration therefor, BIMPRD shall pay McKeon the sum of \$78,340 (seventy eight thousand three hundred forty dollars).

2. **Quit Claim of Property by McKeon to BIMPRD.** Pursuant to RCW 58.04.007, the Owners agree that this Agreement, executed and acknowledged in the form of a deed, shall be sufficient to cause BIMPRD to be the exclusive fee simple owner of the Resultant BIMPRD Parcel, and McKeon to be the exclusive fee simple owner of the Resultant McKeon Parcel, without the need to record any further deeds or other instruments. Accordingly, the Owners agree as follows:

McKeon hereby conveys and quit claims to BIMPRD the entire right, title and interest held by McKeon in and to all real property situated between the Line of Agreement and the “Original Property Line” (which lines are depicted on the map attached hereto as **Exhibit D**), which real property is legally described in **Exhibit G** attached hereto, together with all after-acquired title of McKeon therein.

The Owners shall complete, sign and file the required Real Estate Excise Tax Affidavit in connection with the foregoing quit claim of real property.

3. **Recording of Survey (Exhibit H).** In order to implement this Agreement, the Owners agree to record a survey map, to the extent required and in the form required under RCW 58.04.007, to finalize the foregoing boundary line adjustment ("Survey"). If required, the Survey shall be recorded contemporaneously with the recording of this Agreement, and the Auditor's File Number for this Agreement shall be written on the face of the Survey before recording, and the Auditor's File Number for the Survey shall be inserted into this Agreement before recording as follows: Survey recording number: _____.

4. **Liability for Costs.** The Owners agree that BIMPRD shall pay all costs, expenses, and professional fees relating to (i) the preparation and recording of this Agreement, (ii) the preparation and recording of the Survey, if required, and (iii) the preparation and filing of the Real Estate Excise Tax Affidavit, and any associated fees and taxes, in relation to this Agreement; provided, that McKeon shall pay their own attorney fees.

5. **Title Matters.** Each of the Owners (each an “Indemnifying Owner”) hereby agrees to indemnify, defend, and hold harmless the other Owner, and the current or future title insurance company and/or lender of such other Owner (all of which are intended to be third party beneficiaries of this Agreement), for any loss, damage or expense (including without limitation attorney fees) incurred by reason of any mortgages, deeds of trust, judgments or other liens recorded against title to that portion of the real property being conveyed to such other Owner (if any) under this Agreement. Each Indemnifying Owner agrees, promptly when requested, to sign (with notarization) and deliver any commercially reasonable form or affidavit requested by any title insurance company or lender benefited under this Section 5 for the purpose of confirming the above-referenced indemnification obligations. The foregoing indemnity shall survive indefinitely after the recording of this Agreement.

6. **Covenant Running with the Land.** This Agreement shall operate as a covenant running with the land, and shall apply to, be binding upon, and inure to the benefit of the Owners, and their respective successors, assigns, heirs and devisees with respect to ownership of the relevant real property.

7. **General Terms.** This Agreement shall be recorded with the Auditor of Kitsap County, Washington. This Agreement may not be modified or amended except by a further written

agreement, executed (with notarization) by all then-current owners of the Resultant McKeon Parcel and the Resultant BIMPRD Parcel, and recorded with the Auditor of Kitsap County, Washington. This Agreement contains the entire agreement between the Owners relative to the subject matter hereof, and supersedes all prior written or oral understandings, contracts, communication or documentation concerning such subject matter. In the event of a dispute hereunder, the substantially prevailing party in any litigation or other proceedings shall be reimbursed by the other party for all costs and expenses, including without limitation attorney fees. The Owners hereby acknowledge and agree that each of them has been adequately represented by competent and independent counsel, and that no court construing this Agreement shall construe it more stringently against any one Owner, regardless of which Owner may have been the primary drafter of this Agreement. This Agreement may be executed in duplicate counterparts, each of which shall constitute an original, and all of which taken together shall constitute a single original agreement.

DATED AS OF _____ day of _____, 2025.

Daniel P. McKeon, Grantor

Alexandria A. McKeon, Grantor

Bainbridge Island Metropolitan
Park & Recreation District

By: _____
Dan Hamlin, Executive Director

EXHIBITS

- | | |
|-----------|--|
| Exhibit A | Legal Description of Original McKeon Parcel |
| Exhibit B | Legal Description of Original Bainbridge Island Metropolitan Park & Recreation District Parcel |
| Exhibit C | Legal Description of Line of Agreement |
| Exhibit D | Map of Line of Agreement and Resultant Parcels |
| Exhibit E | Legal Description of Resultant McKeon Parcel |
| Exhibit F | Legal Description of Resultant Bainbridge Island Metropolitan Park & Recreation District Parcel |
| Exhibit G | Legal Description of Parcel to be Transferred from McKeon to Bainbridge Island Metropolitan Park & Recreation District |

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

Notary Seal

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

GIVEN under my hand and official seal this _____ day of _____, 2025.

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

Notary Seal

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

GIVEN under my hand and official seal this _____ day of _____, 2025.

Printed Name: _____
 NOTARY PUBLIC in and for Washington State
 Residing at: _____
 My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF KITSAP)

On this _____ day of _____, 2025, before me personally appeared DAN HAMLIN, to me known to be the Executive Director of the Bainbridge Island Metropolitan Park & Recreation District, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

 Printed Name: _____
 NOTARY PUBLIC in and for State of Washington
 Residing at: _____
 My commission expires: _____



May 8, 2025
Job No. 22-7841
Job Name: BIMP&RD

EXHIBIT A
LEGAL DESCRIPTION OF ORIGINAL MCKEON PARCEL

ORIGINAL PARCEL A
ASSESSOR'S ACCOUNT NO. 212502-4-013-2007

That portion of the Southeast quarter conveyed by Volume 388, Page 157, Section 21, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter;
Thence West along the South line thereof 515.44 feet to the Point of Beginning;
Thence continuing West to the Southwest corner of the Southeast quarter of the Northwest quarter of the Southeast quarter;
Thence North along the West line to the Northwest corner of said subdivision;
Thence East along the North line thereof 194 feet, more or less to a point 466 feet West of the Northeast corner of said Southeast quarter of the Northwest quarter of the Southeast quarter;
Thence South 500.07 feet more or less to a point 159.93 feet from the South line of said subdivision;
Thence West 50.00 feet;
Thence South 159.93 feet to the Point of Beginning;

Except therefrom the North and West 30 feet for road;
Situate in Kitsap County, Washington.

EXHIBIT B
LEGAL DESCRIPTION OF ORIGINAL BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT PARCEL

ORIGINAL PARCEL B
ASSESSOR'S ACCOUNT NO. 212502-4-027-2001

The North half of the Southwest quarter of the Southeast quarter of Section 21, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington;

Except the East 10 acres thereof;

Also except roads;

And except the following described tract:

Beginning on the North line of said Southwest quarter of the Southeast quarter, 990 feet Easterly of the West line of said subdivision, and 330.65 feet Westerly of the East line of said subdivision;

Thence Southerly 866.87 feet, in a line parallel to and 990 feet East of the West line of said subdivision;

Thence South 89°07' West 571.30 feet;

Thence North 00°01' East 400 feet;

Thence North 89°07' East 396.91 feet;

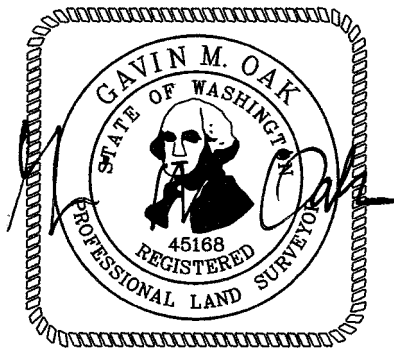
Thence North 01°15' West 467.08 feet, to the North line of said subdivision;

Thence North 89°07' East 184.79 feet to the Point of Beginning.

EXHIBIT C
LEGAL DESCRIPTION OF LINE OF AGREEMENT

That portion of the Northwest quarter of the Southeast quarter, Section 21, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Commencing at the Southeast corner of said subdivision;
Thence along the South line of said subdivision, North 89°32'59" West 515.44 feet
Thence continuing along said South line, North 89°32'59" West 116.28 feet;
Thence leaving said South line, North 01°12'38" East 166.00 feet to a 3/4" iron pipe set
by A G O Land Surveying, LLC and the True Point of Beginning;
Thence South 88°28'44" East 165.71 feet 3/4" iron pipe set by A G O Land Surveying,
LLC and the Terminus.



3/13/25

EXHIBIT D
MAP OF LINE OF AGREEMENT AND RESULTANT PARCELS

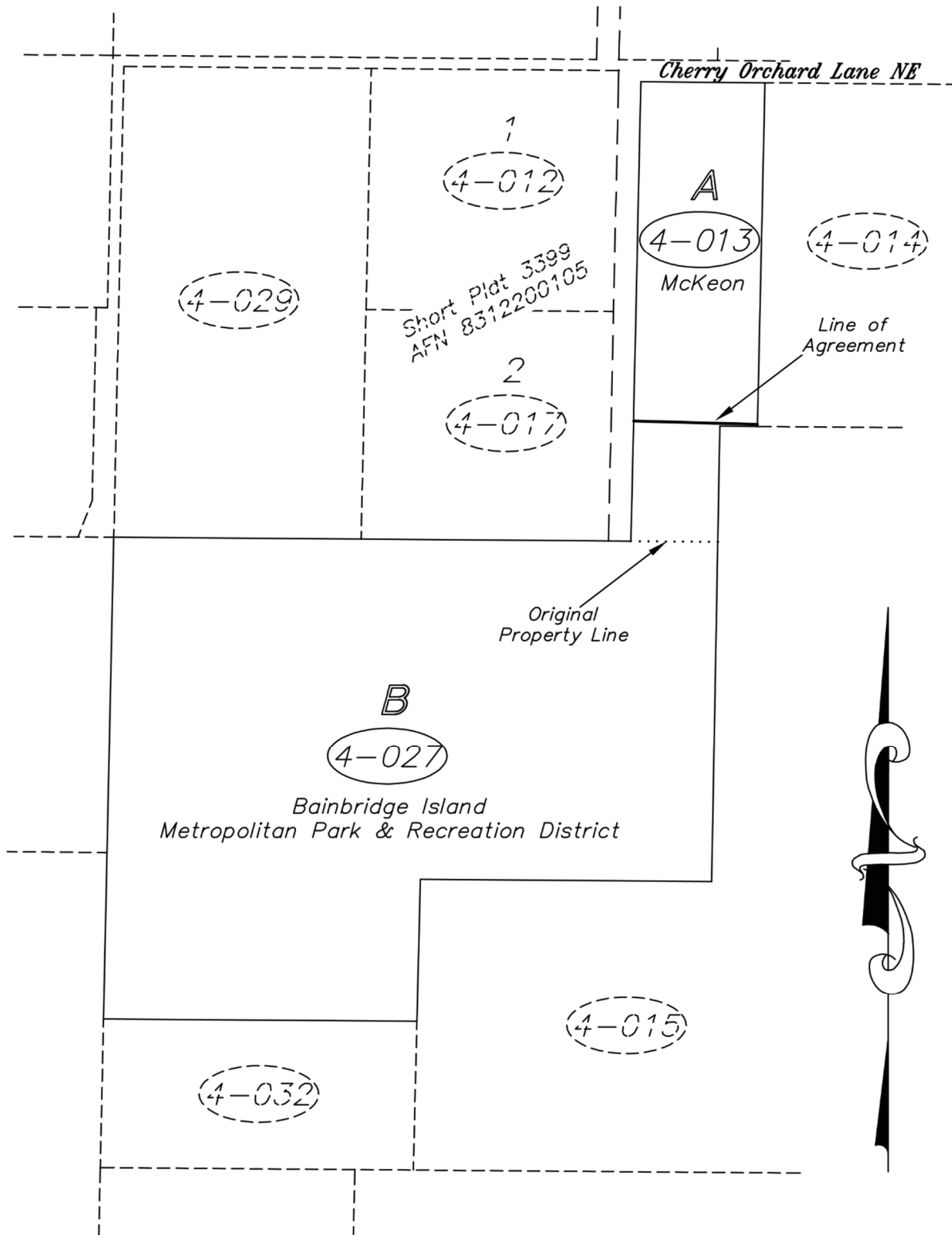


EXHIBIT E
LEGAL DESCRIPTION OF RESULTANT MCKEON PARCEL

RESULTANT PARCEL A

That portion of the Southeast quarter conveyed by Volume 388, Page 157, Section 21, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter;
Thence West along the South line thereof 515.44 feet to the Point of Beginning;
Thence continuing West to the Southwest corner of the Southeast quarter of the Northwest quarter of the Southeast quarter;
Thence North along the West line to the Northwest corner of said subdivision;
Thence East along the North line thereof 194 feet, more or less to a point 466 feet West of the Northeast corner of said Southeast quarter of the Northwest quarter of the Southeast quarter;
Thence South 500.07 feet more or less to a point 159.93 feet from the South line of said subdivision;
Thence West 50.00 feet;
Thence South 159.93 feet to the Point of Beginning;

EXCEPT therefrom the North and West 30 feet for road;

ALSO EXCEPT that portion lying South of the following described line of agreement:

Commencing at the Southeast corner of Northwest quarter of the Southeast quarter of said Section 21;
Thence along the South line of said subdivision, North 89°32'59" West 515.44 feet
Thence continuing along said South line, North 89°32'59" West 116.28 feet;
Thence leaving said South line, North 01°12'38" East 166.00 feet to a 3/4" iron pipe set by A G O Land Surveying, LLC and the True Point of Beginning;
Thence South 88°28'44" East 165.71 feet 3/4" iron pipe set by A G O Land Surveying, LLC and the Terminus.

EXHIBIT F
LEGAL DESCRIPTION OF RESULTANT BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT PARCEL

RESULTANT PARCEL B

The North half of the Southwest quarter of the Southeast quarter of Section 21, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington;

EXCEPT the East 10 acres thereof;

ALSO EXCEPT Roads;

ALSO EXCEPT the following described tract:

Beginning on the North line of said Southwest quarter of the Southeast quarter, 990 feet Easterly of the West line of said subdivision, and 330.65 feet Westerly of the East line of said subdivision;

Thence Southerly 866.87 feet, in a line parallel to and 990 feet East of the West line of said subdivision;

Thence South 89°07' West 571.30 feet;

Thence North 00°01' East 400 feet;

Thence North 89°07' East 396.91 feet;

Thence North 01°15' West 467.08 feet, to the North line of said subdivision;

Thence North 89°07' East 184.79 feet to the Point of Beginning.

TOGETHER with That portion of the Southeast quarter conveyed by Volume 388, Page 157, Section 21, Township 25 North, Range 2 East, W.M., Kitsap County, Washington, described as follows:

Beginning at the Southeast corner of the Northwest quarter of the Southeast quarter;

Thence West along the South line thereof 515.44 feet to the Point of Beginning;

Thence continuing West to the Southwest corner of the Southeast quarter of the Northwest quarter of the Southeast quarter;

Thence North along the West line to the Northwest corner of said subdivision;

Thence East along the North line thereof 194 feet, more or less to a point 466 feet West of the Northeast corner of said Southeast quarter of the Northwest quarter of the Southeast quarter;

(description continues on next page)

Page 2

Mckeeon - Bainbridge Island Metropolitan Park & Recreation District Parcel

Exhibit F- Legal Description of Resultant Bainbridge Island Metropolitan Park & Recreation District parcel continued:

Thence South 500.07 feet more or less to a point 159.93 feet from the South line of said subdivision;

Thence West 50.00 feet;

Thence South 159.93 feet to the Point of Beginning;

EXCEPT therefrom the North and West 30 feet for road;

ALSO EXCEPT that portion lying North of the following described line of agreement:

Commencing at the Southeast corner of Northwest quarter of the Southeast quarter of said Section 21;

Thence along the South line of said subdivision, North 89°32'59" West 515.44 feet

Thence continuing along said South line, North 89°32'59" West 116.28 feet;

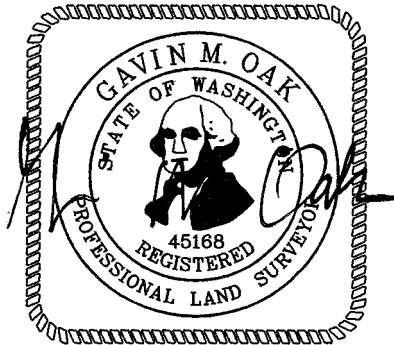
Thence leaving said South line, North 01°12'38" East 166.00 feet to a 3/4" iron pipe set by A G O Land Surveying, LLC and the True Point of Beginning;

Thence South 88°28'44" East 165.71 feet 3/4" iron pipe set by A G O Land Surveying, LLC and the Terminus.

EXHIBIT G
LEGAL DESCRIPTION OF PARCEL TO BE TRANSFERRED FROM MCKEON TO
BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

That portion of the Northwest quarter of the Southeast quarter of Section 21, Township 25 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Commencing at the Southeast corner of said subdivision;
Thence along the South line of said subdivision, North 89°32'59" West 515.44 feet to the True Point of Beginning;
Thence continuing along said South line, North 89°32'59" West 116.28 feet;
Thence leaving said South line, North 01°12'38" East 166.00 feet;
Thence South 88°28'44" East 165.71 feet;
Thence South 01°13'41" West 2.96 feet;
Thence North 89°32'59" West 50.00 feet;
Thence South 01°00'43" West 159.93 feet to the True Point of Beginning.



3/13/23

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A BOARD MEETING CALENDAR FOR JUNE 2025 THROUGH JANUARY OF 2026

WHEREAS, RCW 42.30.070 provides that the time for holding regular meetings of the Bainbridge Island Metropolitan Park & Recreation District's governing body shall be specified "by ordinance, resolution, bylaws, or whatever other rule is required for the conduct of business by that body"; and

WHEREAS, the Board of Commissioners wishes to adopt a meeting calendar to establish dates and times for meetings that takes into consideration legal holidays and other events in order to provide predictability and assist with advance planning and scheduling of District business; and

WHEREAS, the meeting dates set forth in the calendar will be considered the regular meeting dates for the Board of Commissioners for purposes of RCW 42.30.070; and

WHEREAS, this Resolution 2025-09 supersedes the motion passed by the Board of Commissioners on January 2, 2025, regarding the board meeting schedule,

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the regular board meeting calendar for the Board of Commissioners for June of 2025 through January of 2026, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference as if set forth in full, be adopted.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 15th 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



Bainbridge Island Metro Park & Recreation District

Exhibit A

June 2025 – January 2026

Regular Board Meeting Calendar

June 2025

06

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025

07

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

08

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

09

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

10

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025

11

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025

12

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

01

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

The blue highlight indicates a regular board meeting.

2025 Regular Board Meeting Dates: June 5 and 26, July 17, August 7 and 21, September 4 and 18, October 2 and 16, November 6 and 20, December 4 and 18

2026 Regular Board Meeting Dates: January 9 and 23

Regular board meetings begin at 6:00 pm.