

## **AGENDA**

### **Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – June 26, 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](http://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: Special Board Meeting of May 28, 2025  
Regular Board Meeting of June 5, 2025
- 30.2** Financial: Approval of vouchers and payroll.

#### **40. GENERAL BUSINESS**

- 40.1** Bainbridge Prepares Presentation Regarding the Broadcast Tower and Storage  
**Action:** Possible motion to approve. Harry (30 min)
- 40.2** Comprehensive Plan Update  
**Action:** Information only. Keough (10 min)
- 40.3** General Fund Budget vs Actual  
**Action:** Information only. Swenson (10 min)
- 40.4** Capital Improvement Fund Budget vs Actual  
**Action:** Information only. Miller (10 min)
- 40.5** Potential Transfer of Ownership of Fort Ward Hall  
**Action:** Information only. Hamlin (10 min)
- 40.6** Battle Point Park Septic System Replacement – KidsUp! Restroom Bid Award  
**Action:** Possible motion to approve. Miller (5 min)

#### **50. STAFF REPORT**

#### **60. UPCOMING MEETINGS**

07/17/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
08/07/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
08/21/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center

09/04/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
09/18/25	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** — personnel, per RCW 42.30.110(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public

**110. RECONVENE TO REGULAR SESSION**

**120. ADJOURNMENT**

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**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  
SPECIAL BOARD MEETING May 28, 2025  
LANDE ADMINISTRATION BUILDING**

**CALL TO ORDER:** A quorum being present, the meeting was called to order at 4:00 pm by Chair Goodlin.

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

**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.

**GENERAL BUSINESS**

**PRE-APPROVAL OF VOUCHER TO PURCHASE GRAND FOREST EAST PROPERTY FROM BAINBRIDGE ISLAND SCHOOL**

**DISTRICT:** Executive Director Dan Hamlin said the reason this special board meeting is being held is to pre-approve a voucher to purchase the Bainbridge Island School District's Grand Forest East property in the amount of \$2,202,114.30 payable to Pacific Northwest Title. The purchase and sale agreement with BISD for this parcel was approved at the April 17, 2025 board meeting. To write the check the voucher needs to be pre-approved according to District policy. He noted that the Bainbridge Island Land Trust will purchase the restrictive covenants from the District for \$610,000 and the Bainbridge Island Parks & Trails Foundation secured donations totaling \$1,590,000. The District will pay the closing costs. **MSC:** **DeWitt/Swolgaard: Approve the check in the amount of \$2,202,114.30 to Pacific Northwest Title for the purchase of the School District's property adjacent to the Grand Forest East and authorize the executive director to sign any necessary documents.** Commissioner Kinney said per the purchase and sale agreement for the BISD parcel, the sum coming out of the Land Acquisition Fund will be in the amount of \$2,202,114.30. **MSC: Kinney/Swolgaard: I have reviewed this and move for its approval.**

**MEETING ADJOURNED** at 4:09 pm

Betty Mirkovich  
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 PARK & RECREATION DISTRICT**  
**REGULAR BOARD MEETING June 5, 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:** Add an item to the beginning of general business for a staff introduction and an executive session on real estate.

**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.

**BOARD CONSENT**

**APPROVAL OF MINUTES:**

Upon hearing there were no corrections to the minutes of the May 15, 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 and Name	Warrant Numbers	Total Batch Amount
05/06/25	001 General Fund	29889-29914	\$26,422.63
05/16/25	001 General Fund 300 Capital Improvement Fund	29915-29992	\$345,187.16
05/22/25	001 General Fund 300 Capital Improvement Fund	29993-30029*	\$860,497.50
05/28/25	001 General Fund 310 Land Acquisition Fund	30030-30055*	\$162,356.69
05/29/25	310 Land Acquisition Fund	30056*	\$2,202,114.30
06/02/25	001 General Fund 300 Capital Improvement Fund	30057-30078	\$86,458.46
05/30/25	001 General Fund (May Payroll)	EFT and 3433-3438	\$419,842.73
05/30/25	001 General Fund (May Payroll Benefits and Taxes)	EFT and 10081-10084	\$276,567.55
	300 Capital Improvement Fund	Pre-approval	\$84,942.71
	300 Capital Improvement Fund	Pre-approval	\$147,326.99

*\*Batch includes warrants pre-approved at a prior board meeting.*

**GENERAL BUSINESS**

**STAFF INTRODUCTION:** Recreation Division Director Madison Collins introduced Tabatha Shelton who is working with the District as a fitness program intern for the summer.

**COMPREHENSIVE PLAN UPDATE:** Senior Planner Matthew Keough said the open house for the District's Comprehensive Plan update will be on Saturday, June 21. The responses from the statistically valid survey group are still coming in and enough responses have been received to have confidence in the validity. The survey will be available soon for anyone who wants to take it. The audit of the 2020 Comprehensive Plan is underway to review for relevancy the goals and objectives in that plan.

**BATTLE POINT PARK SPORT FENCING BID AWARD:** Procurement Administrator Michelle Miller said the District solicited bids for installation and/or repairs for the fencing around the Battle Point Park tennis courts and/or soccer fields. One bid was received from Puget Fence. Staff have researched the bidder and the price and recommend moving forward by awarding the bid to Puget Fence. **MSC: Janow/Swolgaard: Motion to approve the Battle Point Park sport fencing bid award to Puget Fence with the understanding that the pickleball community and staff will work together to decide the unique features of the fencing and secure funding.**

**TENNIS/PICKLEBALL COURTS ASPHALT CAP BID AWARD:** Procurement Administrator Michelle Miller said the District solicited bids for a two-inch asphalt overlay for the tennis courts being converted to pickleball courts at Battle Point Park. Two bids were received; the lower bid was from Agate Asphalt. Staff recommend that the board award the bid to Agate Asphalt, contingent upon the pickleball club providing the additional funding needed to pay for it beyond what has already been raised through Bainbridge Island Parks & Trails Foundation. **MSC: Janow/Kinney: Motion to award Agate Asphalt the bid award for the tennis and pickleball courts at Battle Point Park contingent upon the formal fundraising from the pickleball community.**

**2026 BUDGET PROCESS TIMELINE:** Assistant Executive Director Amy Swenson asked if the dates highlighted in the proposed 2026 budget process timeline work for the board and if the Finance Committee wants to meet during the budget process. Commissioner DeWitt is on the Finance Committee and said he thinks they should meet before the budget work session. The board agreed to hold the 2026 budget work session as a special board meeting on October 2. The work session will start at 4:00 pm and be held before the regular board meeting which will start at 6:00 pm.

**REVIEW OF RESERVES BALANCE:** Assistant Executive Director Amy Swenson shared an update on the District's current cash balances. Due to Bainbridge Island Recreation Center revenue being strong so far this year, reserves have gone down less than previously projected moving into Phase II of the Ray Williamson pool renovation. She noted that the numbers have not been audited and that the District will likely be in a negative at the end of the year for use of reserves, though less than budgeted. Commissioner Kinney asked when staff will know if the District will be considering a loan as part of the funding plan for Phase II of the Ray Williamson pool renovation and Amy Swenson said that will be determined by the bid responses the District receives for Phase II. The bid package is on track to be posted in late summer.

#### **STAFF REPORT**

**Park Services Division:** Park Services Superintendent David Harry said work is currently being done by the contractor to finish the Sakai Tennis courts. The mountain bike park build is underway with work now starting on the wooden structures. Warranty work to repair the KidsUp! Playground poured-in-place surfacing is now complete and repair work for the surfacing at Owen's Playground is planned for this summer. Phase I of the Ray Williamson pool renovation will soon be complete; the only major thing left to do is get the HVAC up and commissioned.

**Administrative Division:** Assistant Executive Director Amy Swenson said that bids are being solicited for a human resources consultant. So far 47 new employees have been onboarded for the summer season and there are 140 onboardings currently in process. The bid for resurfacing the skate bowl at Strawberry Hill Park will be posted soon.

Recreation Division: Recreation Division Director Madison Collins said the Bainbridge Island Recreation Center pool is open as well as the new Pilates and cycle rooms at the facility. Training for summer staff is underway.

Executive Director Dan Hamlin commended Aquatic Program Administrator Jenette Reneau for her work at the Aquatic Center getting through the shutdown period for Phase I of the Ray Williamson pool renovation. Bainbridge Island Recreation Center revenue is at a level now where it could cover the larger loan payments which will be due starting in 2026. The City Council is scheduled to vote on an ordinance next week which would prohibit gas- and diesel-powered blowers starting in July of 2027. The District has been supportive and has been working on transitioning to electric hand tools longer than this ordinance has been under consideration. However, the way the ordinance in the City Council's board packet for the upcoming meeting was written would have prohibited the large blowers the District uses, and the District was not included in the exception extended to police, fire, and public works to respond to an emergency for public safety. After some discussion the city manager has agreed to edit the language to limit the ordinance to backpack blowers and to include all public agencies in the exception to respond to an emergency for public safety. The District is now officially the proud owner of the entire Grand Forest. He thanked the Bainbridge Island Parks & Trails Foundation, Bainbridge Island Land Trust, the significant anonymous donor, and all the community members who made donations to the campaign before the significant donor stepped in and covered the remainder of the funds needed.

**BOARD MEMBER REMARKS:**

- Commissioner Janow thanked Executive Director Dan Hamlin for his work with City of Bainbridge Island staff on the ordinance language for the upcoming vote on the gas- and diesel-powered blower prohibition.
- Commissioner Janow said she was at the District's booth at a recent Farmers' Market, and it was a nice opportunity to talk with the community.
- Commissioner Janow said Housing Resources Bainbridge has been holding a nice series of talks, and she encouraged everyone to attend future events.
- Commissioner Janow thanked everyone involved and said there was nice attendance at the second community meeting for the District's Comprehensive Plan update.
- Commissioner Janow said she attended the commemorative ceremony at Battle Point Park and Fort Ward Park for the Naval Cryptological Society and On-the-Roof Gang. Some District parks have a rich history and finding ways to share that history is important so people can learn about it and keep those stories alive.
- Commissioner Janow reminded everyone to volunteer for the upcoming Rotary Auction.
- Commissioner DeWitt said he attended the Naval Cryptologic Veterans Association memorial rededication, and it was rewarding to talk with them and be a part of the event. The president of NCVA gave him two challenge coins which will be mounted so that both front and back are viewable and they will be displayed at Fort Ward Hall.
- Commissioner DeWitt asked about plans for National Trails Day. Executive Director Dan Hamlin said the District is coordinating with Bainbridge Island Parks & Trails Foundation and he will share that information with the board.
- Commissioner Kinney noted that while he is always impressed with the work staff do, often the work is preparatory, but there is currently a lot of work happening on the ground and it is great to see.
- Commissioner Swolgaard thanked Park Services Superintendent David Harry for his work on the phenomenal softball batting cages at Strawberry Hill Park.
- Commissioner Swolgaard said he attended the recent Bainbridge Island Parks & Trails Foundation meeting.
- Commissioner Swolgaard asked for follow-up to the public comment in May regarding beach accessibility improvements for Fay Bainbridge Park. Executive Director Dan Hamlin said that staff have been working on it, but

the City of Bainbridge Island will not allow the District to cut or move the logs on the beach as it is not consistent with the Shoreline Master Plan. Instead, COBI is suggesting the District build a whole new boardwalk at the south end of the beach which would require a new permit process and the grade at that end of the beach is not as favorable. Staff have moved what they can but have been prohibited by COBI to cut or move logs. Staff will use information from the ADA transition plan once it is done if it can help the District improve beach accessibility.

- Commissioner Goodlin said he met recently with Bainbridge Island Land Trust President Jenny Lange and Executive Director Cullen Brady. They are pleased with how the process to purchase the Bainbridge Island School District's Grand Forest East property went and are eager to do more projects in the future and inquired about whether the District might be interested in an open space bond to acquire property.
- Commissioner Goodlin said he and Commissioner Swolgaard are going to perform the half-year review for Executive Director Dan Hamlin.

**MEETING ADJOURNED** to a five-minute recess at 7:13 pm with announced time to reconvene at 7:18 pm. **MEETING RECONVENED** at 7:18 pm.

**MEETING ADJOURNED TO EXECUTIVE SESSION** at 7:18 pm for discussion regarding consideration of site selection or acquisition of real estate if likelihood that disclosure would increase price per RCW 42.30.110(1)(b) with announced time to reconvene at 7:28 pm.

**MEETING RECONVENED** at 7:28 pm and **ADJOURNED** at 7:28 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 METRO PARK AND RECREATION DISTRICT  
BUDGET VERSUS ACTUAL 2025  
GENERAL FUND

	Budget 2025	Actual 05/31/2025 2025	\$ Difference 2025	% Difference 2025
<b><u>Revenue</u></b>				
Tax Revenue and Gov. Grants	9,430,759.00	5,016,121.81	(4,414,637.19)	(0.47)
Program and activity fees	5,993,837.50	1,720,259.54	(4,273,577.96)	(0.71)
Donations and Other	999,411.00	357,805.37	(641,605.63)	(0.64)
Total Revenue	16,424,007.50	7,094,186.72	(9,329,820.78)	(1.82)
<b><u>Expenses</u></b>				
Payroll	7,198,543.00	2,707,811.00	4,490,732.00	0.62
Benefits	1,932,877.20	815,710.71	1,117,166.49	0.58
Operation Transfers Out	3,533,000.00		3,533,000.00	1.00
Operation	4,848,926.00	1,924,214.00	2,924,712.00	0.60
Vehicles or large machinery	236,000.00	785.94	235,214.06	1.00
Total Expenses	17,749,346.20	5,448,521.65	12,300,824.55	3.80
<b>Excess or (Deficiency) of</b>				
<b>Revenue over Expenditures</b>	<b>(1,325,338.70)</b>	<b>1,645,665.07</b>	<b>2,971,003.77</b>	<b>(2.24)</b>



# Bainbridge Island Metro Park and Recreation District

## Budget versus Actual - June 26, 2025

PROJECT	DISTRICT FUNDING	OTHER FUNDING	TOTAL FY 25 BUDGET	FY 25 ACTUAL	DIFFERENCE
(2024) Nakata Boiler Maintenance*			\$0.00	\$54,261.48	(\$54,261.48)
(2024) Nakata Pool Liner*			\$0.00	\$16,396.38	(\$16,396.38)
Ballfield Improvements	\$50,000.00		\$50,000.00		\$50,000.00
BIJAEMA Visitor Center		\$620,000.00	\$620,000.00		\$620,000.00
BPP Bathroom & Septic System	\$165,000.00		\$165,000.00		\$165,000.00
BPP Tennis/Pickleball Conversion		\$53,000.00	\$53,000.00		\$53,000.00
District Wide Court Resurfacing	\$60,000.00		\$60,000.00	\$60,387.60	(\$387.60)
Eagle Harbor Sail Float	\$1,400,000.00	\$500,000.00	\$1,900,000.00		\$1,900,000.00
Eagledale Shelter Roof	\$8,000.00		\$8,000.00		\$8,000.00
EV Stations		\$75,000.00	\$75,000.00		\$75,000.00
Meigs Trail Improvement (Boardwalks)		\$100,000.00	\$100,000.00		\$100,000.00
Moritani Habitat		\$10,000.00	\$10,000.00		\$10,000.00
Nakata Slide Interior Recoat/Repair	\$150,000.00		\$150,000.00		\$150,000.00
Nakata Slide Staircase	\$160,000.00		\$160,000.00	\$143,802.17	\$16,197.83
Nakata Solar Panels (Feasability)	\$10,000.00		\$10,000.00		\$10,000.00
RWP Loan Repayment	\$300,000.00		\$300,000.00		\$300,000.00
RWP Planning	\$300,000.00		\$300,000.00	\$172,249.78	\$127,750.22
RWP Upgrades	\$900,000.00	\$2,200,000.00	\$3,100,000.00	\$2,008,817.33	\$1,091,182.67
Sakai Tennis Court		\$70,000.00	\$70,000.00	\$22,000.01	\$47,999.99
SH Skate Bowl Painting	\$30,000.00		\$30,000.00		\$30,000.00
Strawberry Hill MTB Park		\$450,000.00	\$450,000.00	\$228,607.03	\$221,392.97
Strawberry Hill Skate Park		\$1,150,000.00	\$1,150,000.00		\$1,150,000.00
<b>TOTAL</b>	<b>\$3,533,000.00</b>	<b>\$5,228,000.00</b>	<b>8,761,000.00</b>	<b>\$2,706,521.78</b>	<b>\$6,054,478.22</b>

\*will need to amend budget

## **INTERLOCAL AGREEMENT FOR TRANSFER OF PROPERTY**

This **INTERLOCAL AGREEMENT FOR TRANSFER OF PROPERTY** (“Agreement”) is made and entered into by and Kitsap County Sewer District # 7, a Washington State municipal corporation (“Sewer District”), and the Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation (“Park District”). The Sewer District and the Park District are each a “Party” and collectively “the Parties.” This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

### **1. PURPOSE OF AGREEMENT**

The Parties wish to transfer the Fort Ward Community Hall (“Property”) from the Sewer District to the Park District and then enter into a lease under which the Sewer District rents a portion of the Property from the Park District.

### **2. AGREEMENT**

The Parties hereby agree as follows:

- a. The Sewer District shall execute a Quit Claim Deed (“Deed”), in the form attached hereto as **Exhibit A**, conveying the Property to the Park District within ten (10) days of execution of this Agreement.
- b. Immediately upon execution of the Deed, the Parties shall execute a Lease (“Lease”), in the form attached hereto as **Exhibit B**, granting a 99-year tenancy in a portion of the Property to the Sewer District.

The Parties agree that the Lease is the consideration for the Deed, and that such consideration constitutes true and full value under RCW 39.33.010 and RCW 43.09.210.

### **3. DURATION OF AGREEMENT – TERMINATION**

This Agreement shall become effective upon execution by the Parties and terminate upon execution of the Lease. Either Party may terminate this Agreement at any time upon the giving of ten (10) days’ advance written notice to the other Party.

### **4. COMPLIANCE WITH RCW 39.34.040**

This Agreement shall be filed with the Kitsap County Auditor or, alternatively, listed by subject on the Parties’ websites or other electronically retrievable public source.

### **5. NO SEPARATE ENTITY - ADMINISTRATOR**

No separate legal entity has been created pursuant to this Agreement. The Park District is designated as the administrator of this Agreement.

## 6. FINANCING

No financing is necessary for this Agreement, and therefore no budget shall be established or maintained.

## 7. EXTENT OF AGREEMENT AND MODIFICATION

This Agreement, together with attached **Exhibits A** and **B**, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument signed by the Parties.

## 8. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action related to this Agreement shall lie exclusively in the Superior Court of Washington for Kitsap County, Washington.

## 9. COUNTERPARTS

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

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

KITSAP COUNTY SEWER DISTRICT #7

BAINBRIDGE ISLAND METROPOLITAN  
PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dan Hamlin, Executive Director  
Date: \_\_\_\_\_

Attached:

**Exhibit A** – Quit Claim Deed  
**Exhibit B** – Lease

WHEN RECORDED RETURN TO:

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

RECORDED AT REQUEST OF: Law Office of Hayes Gori, PLLC

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**QUIT CLAIM DEED**

**GRANTOR:** Kitsap County Sewer District # 7

**GRANTEE:** Bainbridge Island Metropolitan Park and Recreation District

Grantor, Kitsap County Sewer District # 7, a Washington State municipal corporation, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, hereby conveys and quit claims to Grantee, Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation, all interest in the following described real estate, together with all after-acquired title of Grantor therein:

**LEGAL DESCRIPTION:**

RESULTANT LOT 23R OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NO. 201511120157, AND AS DEPICTED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201511120158, IN VOLUME 81 OF SURVEYS, PAGE 192, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF LOTS 21 AND 23, BLOCK 3, FORT WARD ESTATES DIVISION 5, AS RECORDED IN VOLUME 11 OF PLATS, PAGE 20, RECORDS OF KITSAP COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 2 EAST, W.M., IN KITSAP COUNTY, WASHINGTON.

**ASSESSOR'S TAX PARCEL NO.:** 4150-003-023-0007

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

KITSAP COUNTY SEWER DISTRICT #7

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KITSAP            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Kitsap County Sewer District # 7, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

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

## LEASE

This Lease Agreement (the "Lease") is entered this \_\_\_\_ day of \_\_\_\_\_, 2025, between BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a Washington State municipal corporation ("Park District" or "Landlord"), and the KITSAP COUNTY SEWER DISTRICT #7, a Washington State municipal corporation ("Sewer District" or "Tenant").

In and for good and valuable mutual consideration, the parties hereby agree as follows:

**Section 1 LEASED PREMISES:** The Park District hereby does lease and demise to the Sewer District a portion of that certain real property commonly known as the Fort Ward Community Hall ("Building"), which is located at 9705 NE Evergreen Avenue, Bainbridge Island, Washington 98110 ("Property"), which property is legally described in Exhibit A attached hereto, which exhibit is incorporated herein by this reference in its entirety. The term "Property" includes the Building as well as the land. The portion of the Building leased and demised to the Sewer District is the space identified as the "DISTRICT OFFICE" in Exhibit B attached hereto, which exhibit is incorporated herein by this reference in its entirety. The "DISTRICT OFFICE" is referred to herein as "the Premises."

**Section 2 LEASE TERM:** Unless sooner terminated under the provisions hereof, this Lease shall be and continue in full force and effect for a term (the "Lease Term") of ninety-nine (99) years, commencing on \_\_\_\_\_ and expiring on \_\_\_\_\_.

**Section 3 RENT; TAXES; UTILITIES:** The rental amount shall be one dollar (\$1) per calendar year. Rent for 2025 shall not be pro-rated and shall be paid upon execution of this Lease. Rent for all other years shall be paid in full (with no pro-ration) on or before the first day of the year. There will be no security deposit. Each party will pay any taxes assessed against their respective personal property and business activities on the Property. The Sewer District will pay any utilities separately metered or provided to the Premises.

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

- (1) Termination by agreement of the Sewer District and the Park District.
- (2) The Park District, after review of the Sewer District utilization and public hearing, determines that the Premises is needed for other public purposes and gives notice of termination no less than 12 months before the termination date.
- (3) The Sewer District, after review of its utilization and public hearing, determines that the Premises is no longer needed to carry out its mission and gives notice of termination no less than 12 months before the termination date.

- (4) Material breach of this Lease by either the Park District or the Sewer District and failure by the breaching party to fully cure the breach within 30 days of written notice of the breach, followed by written notice of termination by the non-breaching party.
- (5) Non-use of the Premises for more than 180 days, or abandonment of the Premises, by the Sewer District.
- (6) Destruction of the Building by fire or other casualty.

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

**Section 5 USE BY SEWER DISTRICT:** The Sewer District shall utilize the Premises for administrative uses to carry out its operations. The Park District warrants that the Premises will be in compliance with all applicable laws, ordinances or regulations at the commencement of the Lease Term, and that the Premises will be free and clear of all liens and encumbrances that would interfere with the Sewer District's quiet enjoyment thereof.

**Section 6 ACCEPTANCE OF PREMISES:** The Sewer District agrees to accept the Premises in its "as is" condition.

**Section 7 MAINTENANCE:** The Sewer District will maintain the Premises at its sole expense.

**Section 8 ALTERATIONS:** The Sewer District shall not make any alterations, additions, or improvements in or to the Premises without the prior written consent of the Park District. Any such alterations, additions, or improvements consented to by the Park District shall be made at the Sewer District's sole expense, shall be done in a good and workmanlike manner in compliance with all applicable laws and regulations, and shall not result in the imposition of any lien or encumbrance against the Property.

**Section 9 INSURANCE:** Landlord shall not be liable for any injury to any person or for any loss of or damage to any property (including property of Tenant) occurring in or about the Property from any cause whatsoever, unless the sole cause thereof is the gross negligence or intentional misconduct of Landlord. Tenant shall hold and save Landlord harmless from all loss, damage, liability, or expense (including attorney fees and other costs incurred in connection with litigation or defending claims, whether or not such claims involve litigation) resulting from any actual or alleged injury to any person, or from any actual or alleged loss of or damage to any property arising out of or relating in any way whatsoever to Tenant's operation or occupation of the Property, or from any act or omission of Tenant or its officer, agent, employee, guest, invitee, or visitor in or about the Property, or from any lien or encumbrance against the Property.

Tenant shall, at its expense, maintain public liability insurance on the Premises for bodily injuries, including sickness or death, and property damages in the minimum amount of \$1,000,000 combined single limit per

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

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

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

**Section 10 ASSIGNMENT AND SUBLETTING:** Tenant shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, without the prior written consent of Landlord, which may be conditioned or withheld in Landlord's sole discretion; **provided, that Tenant may assign this Lease to Kitsap Public Utility District ("KPUD"), on the condition that KPUD will grant the Park District free connections to any existing and future KPUD-owned utilities for the Property and will charge the Park District no usage or other fees for said utilities for the duration of this Lease.**

**Section 11 INDEMNITY:** The Park District shall indemnify, defend, and hold the Sewer District and its officers, agents, employees and representatives, harmless from and against any and all damages or costs (including actual attorney fees) arising from or related to the Park District's activities on the Property, PROVIDED the Park District shall not be obligated hereunder to indemnify the Sewer District for any claims caused by the negligence or willful misconduct of the Sewer District or its officers, agents, employees and representatives.

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



**Section 12 HAZARDOUS MATERIAL:** As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic or harmful substance, material or waste including biomedical waste which is or becomes regulated by any local governmental authority, the State of Washington or the United States Government, due to its potential harm to the health, safety or welfare of humans or the environment. Landlord represents and warrants to Tenant that, to Landlord's knowledge without duty of investigation, there is no Hazardous Material on, in, or under the Property as of the commencement of the Lease Term except as may otherwise have been disclosed to Tenant in writing before the execution of this Lease. If there is any Hazardous Material on, in, or under the Property as of the commencement of the Lease Term which has been or thereafter becomes unlawfully released through no fault of Tenant, then Landlord will indemnify, defend and hold Tenant harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees, incurred or suffered by Tenant either during or after the Lease term as the result of such contamination.

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

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

**Section 13 MISCELLANEOUS:**

**Notices.** Any notices required in accordance with any of the provisions herein shall be personally delivered or mailed by certified mail to Landlord or Tenant at their addresses below, or at such other place as either party may in writing from time to time direct. If mailed, notice shall be deemed to have been given on the third (3rd) calendar day after mailing, as evidenced by the postmark or, in the absence of the postmark, an affidavit of mailing.

Landlord:

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Bainbridge Island, WA 98110

Telephone:

Tenant:

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Bainbridge Island, WA 98110

Telephone:

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

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

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

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

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

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

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

Non-Discrimination. Tenant shall not discriminate against any person or persons, or exclude them from participation in the Tenant's operations, programs or activities conducted on the Premises, because of

race, color, religion, sex, age, handicap, national origin, sexual orientation or other protected class as identified by federal, state or local law.

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

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

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

**SEWER DISTRICT**

**PARK DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dan Hamlin, Executive Director

Title: \_\_\_\_\_

Attached:

Exhibit A

Exhibit B

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of KITSAP COUNTY SEWER DISTRICT #7, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

Printed Name: \_\_\_\_\_

NOTARY PUBLIC in and for State of Washington

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 BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he 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: \_\_\_\_\_

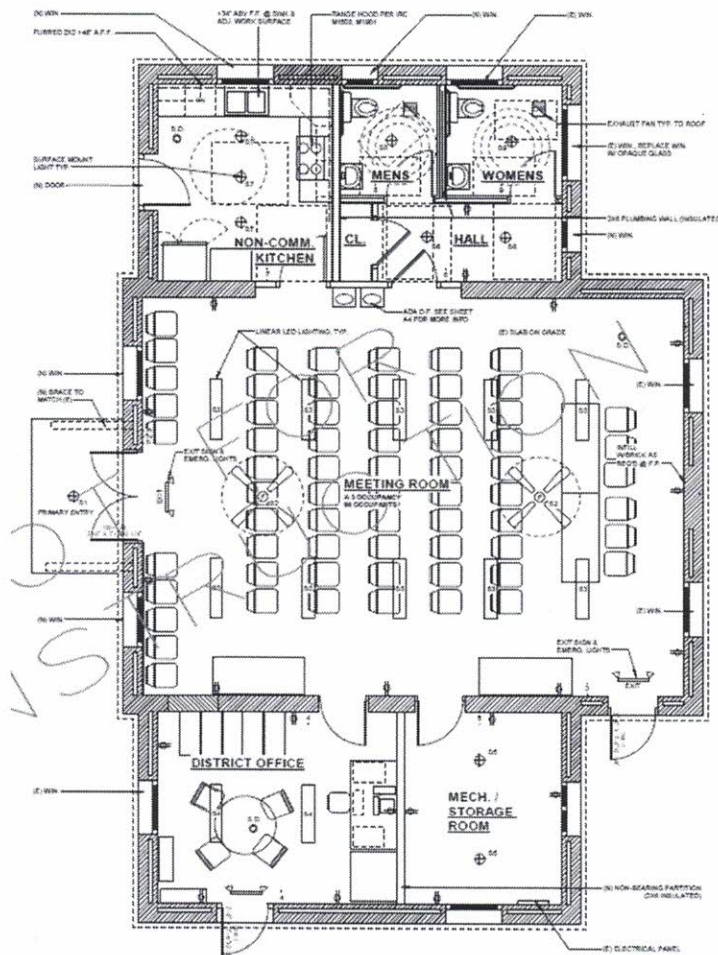
**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY**

**PARCEL # 4150-003-023-0007**

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

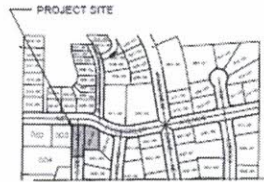
TOGETHER with an easement for ingress and egress on the existing Government Roadway in Fort Ward;

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



PROPOSED FLOOR PLAN

FLOOR AREA: 1600 SF (NET)  
 TAX DESCRIPTION:  
 FORT WARD ESTATES DIV 5  
 LOT 23, BLOCK 3, FORT WARD ESTATES DIVISION 5,  
 AS RECORDED IN VOLUME 11 OF PLATS, PAGE 20,  
 RECORDS OF KITSAP COUNTY, WASHINGTON.



**SHEET SCHEDULE:**

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

**GENERAL NOTES:**

**INSULATION:**

FLOOR: (E) SLAB ON GRADE (NO NEW INSUL. PROPOSED)

WALLS: (E) BRICK CAVITY WALL (NO NEW INSUL. PROPOSED)

ROOF: (E) WOOD TRUSS (R-49 PROPOSED, V.I.F.)

WINDOWS: SINGLE GLAZED/EXISTING, U-29 DUAL GLAZED PROPOSED + SHGC

DOORS: SOLID WOOD, EXISTING

**ELECTRICAL:** (DEFERRED SUBMITTAL)  
 CONTRACTOR SHALL V.I.F. CONDITION COMPLIANCE OF (E) PANEL & SYSTEM PROVIDE OCC. SENSORS @ ALL NEW LTG

**HEATING/COOLING:** MINI-SPLIT (DEFERRED SUBMITTAL)

**WATER HEATER:** INSTALL (N) ELECT. W/H IN ATTIC

**FIRE PROTECTION:** SPRINKLERS NOT REQ'D

**ACCESSIBILITY:** SEE A4-GENERAL ACCESSIBILITY FOR ADOTL INFO

**STRUCTURAL:** NO STRUCTURAL ALTERATIONS PROPOSED

**WINDOWS:** V.I.F. ALL REPLACEMENT WIN. REPLACE ALL EXISTING WIN. U.N.O.

**DEMOLITION/SALVAGE:** V.I.F. W/OWNER (E) ITEMS TO BE REUSED IN NEW CONSTRUCTION

**KITCHEN:** CONTRACTOR SHALL CONFIRM APPLIANCES MEET NON-COMM. REQ'S PER K.P.H.D.

**INTERIOR FINISHES:** NEW WOOD FRAME WALLS SHALL BE 5/8" TYPE "X" G.W.B. W/LEVEL 3 FINISH

**EXT. INT. DOORS:** SOLID CORE W/5 PANELS. ALL DOORS SHALL BE REPLACED U.N.O.

WENZLAU ARCHITECTS  
 480 MADISON AVE. N.  
 SEASIDE, WA 98138  
 WWW.WENZLAUARCHITECTS.COM  
 206.780.8882

**FORT WARD - COMMUNITY HALL**

9705 EVERGREEN STREET,  
 BAINBRIDGE ISLAND, WA 98110  
 SEWER DISTRICT SEVEN

**PERMIT**

PROJECT: 1515  
 DATE: 03/20/2019  
 NO. DESCRIPTION DATE

1. THE PERMIT HOLDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND THE STATE OF WASHINGTON. THE PERMIT HOLDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND THE STATE OF WASHINGTON. THE PERMIT HOLDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AND THE STATE OF WASHINGTON.