

AGENDA

Bainbridge Island Metropolitan Park & Recreation District Regular Board Meeting 6:00 pm Thursday – October 16, 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: Special Board Meeting of October 2, 2025
Regular Board Meeting of October 2, 2025
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Ray Williamson Pool Renovation Update Miller (10 min)
Action: Information only.
- 40.2** Stemper Architecture Collaborative Add Service Request for Ray Williamson Pool Renovation Phase II Miller (5 min)
Action: Motion to approve.
- 40.3** Comprehensive Plan Presentation: Funding Strategies and Level of Service Keough (45 min)
Action: Information only.
- 40.4** Interlocal Agreement and Lease Agreement with Kitsap County Sewer District #7 for Fort Ward Hall Hamlin (10 min)
Action: Motion to approve.
- 40.5** Resolution 2025-12: Close Petty Cash and Change Funds Swenson (5 min)
Action: Motion to adopt.

50. STAFF REPORT

60. UPCOMING MEETINGS

11/06/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
11/20/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
12/04/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
12/18/25	Regular Board Meeting	6:00 pm	Strawberry Hill Center
01/08/26	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
SPECIAL BOARD MEETING October 2, 2025
STRAWBERRY HILL CENTER**

CALL TO ORDER: A quorum being present, the meeting was called to order at 4:01 pm by Chair Goodlin.

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

ADJUSTMENTS TO AGENDA: None

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

BUDGET WORK SESSION – 2026 BUDGETS: Assistant Executive Director Amy Swenson reviewed District accomplishments in 2024 and 2025 including: 1) the completion of the Strawberry Hill Bike Park, 2) improvements to the procurement process, 3) accounting and timesheet software system conversions, 4) the new website which will be ready to launch in 2026, 5) conversion to ActiveNet recreation software, 6) Phase I of the Ray Williamson pool renovation, 7) work on the Comprehensive Plan update which will be adopted in 2026, and 8) getting started on the ADA transition plan.

Goals for 2026 include: 1) completion of the 2026 Comprehensive Plan, 2) Phase II of the Ray Williamson pool renovation, 3) continued development of the ADA transition plan, 4) updates to the fee policy for recreation programming, 5) completion of the review of and possible updates to the salary scale, 6) fundraising for the sail float replacement project, 7) addressing the Battle Point Park artificial turf field replacement, and 8) pursuing new grant funding opportunities. Anticipated challenges for the budget in 2026 include: 1) impacts to the budget from scheduling changes during Phase II of the Ray Williamson pool renovation, 2) finalizing Phase II of the renovation, 3) funding Phase II of the renovation, 4) addressing a need for improved recreation staff office space, 5) the initial quote for health insurance in 2026 was for a 14% increase and although the broker has indicated that it can probably be negotiated down that increase is not yet reflected in the budget, 6) improvements to the Jack O'Neill Maintenance Center and park office at Battle Point Park, 7) fundraising for the sail float replacement project, and 8) continued attention to aging structures and increased maintenance.

Recommendations for the 2026 General Fund budget include: 1) 3% cost of living adjustment, 2) 3% increase in tax revenue, 3) no increase for property and liability insurance, 4) no increase in legal fees, 5) continued funding for records management, and 6) \$25,000 in professional fees moved from the 2025 budget to the 2026 budget to complete the consultant's work on the salary scale review.

The District is budgeted to have a negative balance in the General Fund at the end of 2025 due to transfers to the Capital Improvement Fund for Phase I of the Ray Williamson pool renovation. The Finance Committee requested that staff make projections for the reserve balance in a scenario where no loan is taken out to complete Phase II of the Ray Williamson pool renovation, which is projected to bring the District's reserve balance down to about 4 million dollars by the end of 2026.

The administration division budget was divided into more cost centers for tracking purposes and there is a 1 million dollar increase budgeted in the amount to be transferred to the Capital Improvement Fund in 2026. The recreation division is proposing additional funding for increased lifeguard staffing at the Aquatic Center. Funding for contracted custodial work at the Eagledale Pottery Studio and gymnastics facilities has been moved to the recreation division budget from the park

services division budget. In the park services division budget funding has been added for a 24-hour per week part-time custodial position at the Aquatic Center as well as increases for utilities and pool chemicals.

Procurement Administrator Michelle Miller reviewed the Capital Improvement Fund projects completed in 2025: 1) Strawberry Hill Bike Park, 2) Don Nakata slide staircase, 3) Eagledale Park picnic shelter roof, and 4) tennis court resurfacing. More projects are currently underway including: 1) the conversion of the tennis courts to pickleball courts at Battle Point Park, 2) the skate bowl in Strawberry Hill Park is being repainted, 3) the septic system replacement for the restrooms by the KidsUp! playground at Battle Point Park, 4) Don Nakata slide recoating, and 5) Phase I of the Ray Williamson pool renovation.

Projects budgeted for District funding in 2026 include: 1) ADA improvements, 2) ballfield improvements, 3) Battle Point Park restroom and septic system, 4) Battle Point Park artificial turf fields, 5) court resurfacing, 6) Eagledale Pottery Studio roof replacement, 7) Phase II of the Ray Williamson pool renovation, and 8) the heat pump for Strawberry Hill Center. Projects budgeted for with other funding in 2026 include: 1) Bainbridge Island Japanese American Exclusion Memorial visitor center, 2) sail float replacement, 3) EV stations in parks, 4) Meigs Park trail improvements, and 5) the new skate park for Strawberry Hill Park. Executive Director Dan Hamlin said staff will work with the Bainbridge Island Parks & Trails Foundation to confirm the projects budgeted for in the other funding category.

There was some discussion about capital projects budgeted from 2027 through 2031. A lot of projects had to be pushed out to accommodate the large projects planned for 2026. The projects pushed out include: 1) improvements to the house in Cave Family Heritage Park, 2) Transmitter Building roof, 3) Grand Forest parking improvements, 4) Island Center Hall heating system, 5) Sakai Park improvements, 6) Seabold Hall roof, and 7) dedicated office space for recreation staff. It was noted that Bainbridge Island Recreation Center, where recreation staff work currently, is a busy public facility. A dedicated office space for recreation staff would be more conducive for office work requiring focus and communication between staff members, it would also free up additional parking for BIRC members.

The General Fund reserves forecast for the end of 2026 is for 4 million dollars in reserves, which is the minimum amount staff is comfortable with. Staff noted that 4 million dollars is the forecast without taking out a loan for Phase II of the Ray Williamson pool renovation and assuming there are no significant changes to the scope of the project due to discovered conditions. Commissioner Kinney noted that even though not taking out a loan, as was previously discussed, will pull the District's reserves down it does not make sense to borrow money just to keep money in reserves. If it becomes necessary the District can get a loan for the amount necessary at that time. Dan Hamlin noted that in 2028 the District will revert to the statutory limit of 1% for yearly tax revenue increases rather than having that amount be tied to inflation as it is currently. Amy Swenson said staff recommend not going below 4 million dollars in reserves to ensure the District does not have to take out a line of credit to pay for operations and payroll until tax funding is collected. Amy Swenson said she is concerned about 2028 when the District reverts to the 1% statutory limit for tax revenue increases. Capital Improvement Fund funding will likely become more limited at that time to preserve staffing levels so that the levels of service to the community are maintained. Commissioner Janow said she is interested in creative ways to seek or maximize additional revenue sources for the District. Amy Swenson said one way the District has been able to manage its growth is by increasing efficiencies to keep expenses down.

Commissioner Kinney asked if there is money budgeted for forest management in 2026. Park Services Division Director Lydia Roush said staff are working with Bainbridge Island Parks & Trails Foundation on fundraising. Staff intend to sell timber from forest thinning to help offset cost, however, District parcels are small compared to most forestry properties making offsetting the cost of the projects with the revenue tricky. Dan Hamlin noted operational dollars are budgeted for natural resources, trails, and Student Conservation Corps which are all part of the District's efforts to improve forest health.

Commissioner Janow asked about funding for increased access to shoreline which is something the community ranked as a high priority during the feedback gathering process for the Comprehensive Plan update underway currently. Dan Hamlin said operational dollars can be used for improving access to shorelines while land purchases would require planning. Commissioner Kinney asked if in the future the District will need to manage forested parks through thinning or other means so that they are not as fire prone. Lydia Roush said yes, and staff are assessing ways to prioritize sites and when to do that work. Dan Hamlin said staff will also be increasing efforts to pursue grant opportunities.

Dan Hamlin asked if pursuing cork infill rather than rubber infill for the replacement of the artificial turf fields at Battle Point Park is a priority for the board considering the higher cost. The amount currently budgeted in the Capital Improvement Fund is for rubber infill, which although considered controversial by some people, to his knowledge there is no direct proof of health risks associated with it. The board expressed interest in having more information, staff will do additional research and talk to the user groups.

Commissioner Goodlin asked if there are any uncertainties identified in the Capital Improvement Fund budget. Michelle Miller said the biggest uncertainty may be an unexpected discovery during Phase II of the Ray Williamson pool renovation. While there are contingencies budgeted into the project, that will not be enough for major changes to the plan due to discovered conditions. The estimated cost for Phase II has already come in 1 million dollars over what was expected originally due to tariffs and the additional drain work being required.

Commissioner Janow asked if there is a way to create a fund where reserves are constantly being accumulated towards long-term replacement costs. Dan Hamlin said money has been added to the reserves for years for the Ray Williamson pool renovation. However, if unexpected catastrophic failures happen other capital projects may need to be prioritized. Commissioner Swolgaard asked how much money was spent on change orders for Phase I of the renovation. Staff said change order costs stayed within the budgeted contingency. Commissioner Swolgaard replied that change order costs staying within the contingency is good because it shows good planning.

Principal payments on the loan for the Bainbridge Island Recreation Center start in 2026. BIRC is currently making enough money, for the second year in a row, to cover the larger principal payment.

MEETING ADJOURNED at 5:37 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 PARK & RECREATION DISTRICT
REGULAR BOARD MEETING October 2, 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: Tom Goodlin, Dawn Janow, Jay Kinney, Tom Swolgaard.

ADJUSTMENTS TO AGENDA: None

CONFLICT OF INTEREST DISCLOSURE: None

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

PUBLIC COMMENTS

Anna Oeste asked if there is a map of trails where people can ride bicycles. Executive Director Dan Hamlin said trail maps are available in the District office and on the website.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the September 18, 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
9/18/2025	001 General Fund 300 Capital Improvement Fund	30790-30805	\$136,215.83
9/22/2025	001 General Fund 300 Capital Improvement Fund	30806-30814	\$41,186.44
9/30/2025	001 General Fund 300 Capital Improvement Fund	30815-30851	\$97,580.79
9/30/2025	001 General Fund (September Payroll Benefits and Taxes)	EFT and 10098-10101	\$253,820.33
9/30/2025	001 General Fund (September Payroll)	EFT and 3477-3489	\$460,225.11
	300 Capital Improvement Fund	Pre-approval	\$70,072.00

GENERAL BUSINESS

COMPREHENSIVE PLAN UPDATE: Executive Director Dan Hamlin said staff plan to have input from the Comprehensive Plan update committee incorporated into the goals and objectives section draft and distribute that draft for review soon. Senior Planner Matthew Keough said the next section that will be worked on is the demands and needs analysis which will help to inform the level of service and dovetail with the goals and objectives. Commissioner Kinney said he and Commissioner Janow, the board's Ad Hoc Comprehensive Plan Committee, have already been reviewing and offering input on the goals and objectives draft including checking for consistency with District policies. The final draft will be distributed to commissioners and community partners for review.

STAFF REPORT

Recreation Division: Recreation Division Director Madison Collins said interviews start tomorrow for the adaptive recreation coordinator position. Recreation Superintendent Bryan Garoutte said staff attended a resource fair at the Bainbridge Island Senior Center over the weekend and will be holding a clay class there next week for people who are visually impaired.

Park Services Division: Park Services Division Director Lydia Roush said Strawberry Hill Bike Park has been very busy and the user group has already hosted two work parties. The Vincent Road to Gazzam Lake Nature Preserve trail permit has been received and work has begun. Staff will be meeting with representatives from Bainbridge Island Little League to talk about ballfields. There is an appreciation event tomorrow for park services staff. Park Services Superintendent David Harry is currently working with contractors on several capital projects. Bainbridge Island Japanese American Exclusion Memorial Association is looking to have a groundbreaking ceremony for the visitor center soon.

Administrative Division: Assistant Executive Director Amy Swenson said she and Procurement Administrator Michelle Miller attended the Washington Finance Officers Association conference last week. Michelle Miller said the conference increased her appreciation for how involved the District's board members are and how much they care, which is not the case everywhere. She is thankful for all the checks and balances the District has in place and how well it is doing on compliance, especially for a small special purpose district. She also learned about a new module from Tyler Technologies, the software system the District uses for accounting and time sheets, that the District will be switching to for the accounts payable approval process to increase efficiency.

Executive Director Dan Hamlin said Haunted Hayride is coming up soon and encouraged anyone who wants to volunteer to sign up. The Lande Administration Building dedication event will be on Monday. He noted that City Manager Blair King stepped in to help the District get the permit from the City of Bainbridge Island for the Vincent Road to Gazzam Lake Nature Preserve trail.

BOARD MEMBER REMARKS:

- Commissioner Swolgaard thanked District staff for their work preparing for the work session for the 2026 budgets that was held this evening before the regular board meeting.
- Commissioner Swolgaard said he had a good time volunteering at the District booth at the Farmers' Market last Saturday.
- Commissioner Goodlin expressed his appreciation for the staff for all their work.

MEETING ADJOURNED at 6:26 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

DRAFT

September 5, 2025

Mr. David Harry,
Parks Superintendent
Bainbridge Island Metro Parks and Recreation
7666 High School Rd NE
Bainbridge Island, WA 98110

RE: Ray Williamson Pool Renovation
Additional Services Request (ASR 05): Increase in total MACC from original contract for Phase 2 due to Added Scope and Civil engineering services.

Mr. Harry:

This letter regards additional services request for one item: 1] Increase in total MACC from the original contract estimate due to additional scope for Phase 2. 2] Civil engineering services. The following items indicate the fee breakdown in which additional tasks are required:

Task 1: Increase in total MACC from original contract.

- Original Phase 2 contract was based on an estimate of \$1,637,580; due to increase in scope MACC for Phase 2 is \$2,739,543
- $\$2,739,543 - \$1,637,580 = \$1,101,963$ (difference in MACC) x 14.29 % (percentage from original contract) = **\$157,470**

Task 2: Civil Engineering services for west side water mitigation.

Based on the additional tasks indicated, the total request for additional services are:

Stemper AC (and subconsultants)	\$157,470
Jacobson Engineers (Civil engineering services)	\$10,000
10% mark up for subconsultant fee	\$1,000
TOTAL ADDITIONAL SERVICES FEE REQUEST	\$168,470

The A/E Team has completed the design portion of the added scope of work and will proceed with remaining services for Phase 2 once ARS 05 is approved.

Thank-you for your consideration of this proposal. Please do not hesitate to contact me should you have any questions or concerns, or require any additional information.

Sincerely,



Melody Leung, President Managing Member
Stemper Architecture Collaborative

October 2, 2025

Michelle Miller
Accounting & Procurement Administrator
Bainbridge Island Metro Parks and Recreation
7666 High School Rd NE
Bainbridge Island, WA 98110

Ms. Miller:

This letter regards Stemper AC's Role and services during Phase 2 construction.

As Owner's Representative, construction management support services can and are usually integrated in to this role. Some public agencies prefer to perform construction management, but based on our discussion in our last meeting, BIMPRD indicated their preference for Stemper AC to provide construction management support for Phase 2 Construction Phase. Below are the tasks Stemper AC will be performing from now until project closeout.

Bidding and Permitting

1. Point of contact between AHJs and team during permitting - need clarification of persons to be cc'd on email communication during Bidding
2. Attend and lead Pre-bid Conference and Walk through (1 visit)
3. Respond to Bid questions and create addenda materials
4. Bid coordination assistance as needed (evaluation of bids, reference checks, etc.)

Construction Management - Stemper AC will lead Construction Administration

1. ***Stemper AC will be the main point of contact between Contractor, Owner and A/E team***— need list of persons to be cc'd on email communication during construction.
2. Submittal review and coordination with Owner and A/E team
3. Coordination and response to RFIs, COs, Field Authorizations and all other construction related paperwork.
4. Site Visits for CA (4) visit min. @ 4hrs ea
5. Lead Construction Progress Meetings and produce minutes (approx. 26)
6. Assist with Pay App verification/processing
7. Punchlist walk through and verification visit
8. As-built documentation/coordination
9. Coordination/reviews with Owner
10. Consultant team coordination
11. Closeout - O&M review/ coord. Consultants

Requests

1. If any changes are made on the field; Stemper AC must be notified immediately to track the project and produce paper work associated with any changes.
2. No decisions related to construction or cost changes can be made without first discussing

- with Stemper AC.
3. No meetings (eg: schedule discussion, etc.) with the Contractor without Stemper AC;
exception: Owner/Contractor contract agreement award.

Please do not hesitate to contact me should you have any questions or concerns, or require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lalo Bello', is written over a light yellow rectangular background.

Lalo Bello, Project Manager
Stemper Architecture Collaborative





RAY WILLIAMSON POOL RENOVATION

PRELIMINARY COST ESTIMATE

Estimate Summary Sheet - Phase 2

August 29, 2024

Subtotal of Construction Costs (MACC)		\$1,637,580
Soft Costs Summary		
Construction Contingency (10%)	10.00%	
Testing (0%)	0.00%	
Sales Tax (9.9%)	9.90%	
Permitting (1.5%)	1.50%	
	21.40%	\$350,442
TOTAL ESTIMATED PROJECT COSTS		\$1,988,022

PROJECT : Bainbridge Island Metro Parks - Ray Williamson Pool Renovation
NEW SF : 0
EXIST SF:
EST TYPE : Preliminary Cost Opinion

**ESTIMATE
SUMMARY
SHEET**

DIVISION SUMMARY

DIV #	DESCRIPTION	TOTAL	\$/SF
02	existing conditions/demolition	\$43,940	#DIV/0!
03	concrete	\$84,170	#DIV/0!
04	masonry	\$0	#DIV/0!
05	metals	\$5,000	#DIV/0!
06	woods, plastics and composites	\$3,000	#DIV/0!
07	thermal & moisture protection	\$16,720	#DIV/0!
08	openings	\$72,300	#DIV/0!
09	finishes	\$160,000	#DIV/0!
10	Interior Specialties	\$0	#DIV/0!
11	equipment	\$300,000	#DIV/0!
13	special construction	\$178,710	#DIV/0!
23	Mechanical (by others)	\$227,333	#DIV/0!
26	Electrical (by others)	\$40,000	#DIV/0!
31	site work	\$45,672	
ESTIMATE SUBTOTAL		\$1,176,845	
SUBTOTAL		\$1,176,845	
GENERAL CONDITIONS		15.00% \$176,527	
		\$1,353,372	
GC O&P @		10.00% \$135,337	
		\$1,488,709	
DESIGN CONTINGENCY @		10.00% \$148,871	
SUBTOTAL		\$1,637,580	
TOTAL		\$1,637,580	#DIV/0!

EXCLUSIONS:

STATE SALES TAX
 TESTING AND INSPECTIONS
 CONSTRUCTION CONTINGENCY
 ARCHITECT/ENGINEERING FEES

PERMITS
 OFFSITE WORK
 APPLIANCES
 FURNITURE

**DETAILED
ESTIMATE
BREAKDOWN**

SCOPE OF WORK for RAY WILLIAMSON POOL:

- POOL DECK SLAB REPLACEMENT INCLUDING LINEAR DRAINS
- POOL FILTRATION SYSTEM REPLACEMENT
- POOL PIPING LINING
- POOL CHEMICAL TREATMENT UPGRADE
- LINER COATING AT RAY WILLIAMSON POOL
- EAST SIDE WALK REPAIR/REPLACEMENT
- VGB DRAIN REPLACEMENT
- NEW FENCE/BARRIERS ON EAST AND WEST SIDE (OUTSIDE SGD)

Division	description	QTY.	U/M	UNIT COST	SUB- TOTALS	TOTALS
02	existing conditions/demolition					
	Demo/ remove (E) pool deck slab including gutter O.H.	3,800	sf	\$7.80	\$29,640	
	Remove storefront assemblies	500	sf	\$7.00	3,500	
	Remove existing doors and frames (2)	2	ea.	\$400.00	800	
	Dumping fee	1	ls	10,000.00	10,000	
						\$43,940
03	concrete					
	(N) 7" S.O.G. with 4" gravel, 2" sand base and reinf. Steel	3,200	sf	14.50	46,400	
	Form (N) O.H. gutter around pool	600	sf	16.00	9,600	
	Concrete repairs at elevated slab	30	sf	320.00	9,600	
	Concrete repairs at bleacher stairs and walls	12	sf	\$215.00	\$2,580	
	Concrete repairs at gutter opening/ water level edge repairs	280	sf	\$34	\$9,520	
	Concrete side walk repair and new curb (east side)		sf	\$14	\$0	
	corrosion inhibitor treatment at gutter	1,700	sf	\$2.50	\$4,250	
	corrosion inhibitor treatment at elevated slab (both sides)	1,200	sf	\$1.85	\$2,220	
						\$84,170
04	masonry					
	masonry wall sealing - outside with silanane or siloxane water re	0	lf	\$2.50	0	
						\$0
05	metals					
	hand rails	1	allow	5,000.00	5,000	
						\$5,000
06	woods, plastics and composites					
	miscellaneous carpentry	1	ls	3,000.00	3,000	
						\$3,000
07	thermal & moisture protection					
	firestopping	1	ls	2,000.00	2,000	
	profile and sealant filled cold and control joints and wall transition	640	lf	10.50	6,720	
	joint sealants	1	ls	8,000.00	8,000	
						\$16,720
08	openings					
	Storefront window replacement	460	sf	115.00	\$52,900	
	Glass entry doors	2	ea.	2,500.00	\$5,000	
	Sliding glass doors xoox	2	ea.	6,000.00	\$12,000	
	Door hardware	2	ea.	1,200.00	\$2,400	
						\$72,300
09	finishes					
	Install tile depth markers at pool perimeter	1	allow	10,000.00	10,000	
	Install new perimeter tile at pool deck only	1	allow	150,000.00	150,000	
						\$160,000
10	Interior Specialties					
	Restroom-Toilet accessories (toilet paper/towel, soap dispenser)	0	ea.	1,500.00	\$0	
						\$0
11	equipment					
	VGB drains	1	ls	300,000.00	300,000	
						\$300,000

Stemper AC
By: LB

DETAILED
ESTIMATE
BREAKDOWN

13	special construction				
	Pool fittings and grounding to rebar (post anchors, boots, cover	1	allow	15,000.00	15,000
	Ray W pool liner repair - remove existing epoxy liner coating				
	and prep for recoating with glasscoat	4815	sf	34.00	163,710
					\$178,710
31	site work				
	linear drain catch basin	3	ea.	3,700.00	11,100
	polycast linear drains	346	ls	132.00	45,672
					\$45,672
SUBTOTAL - DIRECT COST					\$909,512

Ray Williamson Pool
Mechanical Cost Estimate
Preliminary
October 4, 2023

Building	Area	13,800	S.F.
	Sum	13,800	

Category	Notes	Count	Material	Labor or \$/SF	Total
Mobilization					
General Conditions (admin, etc.)		1	L.S.	-	\$ 15,897
Demolition Plumbing					
		1	L.S.	-	\$ 10,200
Demolition HVAC					
Mechanical Room		1	L.S.	-	\$ -
Air Handling Unit		1	L.S.	-	\$ -
Fire Sprinkler System					
Sprinkler System		0	S.F.	\$ 2.00	\$ 4.00
Repaint		0	S.F.	\$ 2.00	\$ 1.00
Plumbing					
Sinks		0	Fixtures	\$ 1,300	\$ 1,000
Lavs		0	Fixtures	\$ 600	\$ 800
Floor Drain/Floor Sink		0	Fixtures	\$ 400	\$ 800
Watercloset		0	Fixtures	\$ 1,200	\$ 1,000
Floor Cleanout		0	Fixtures	\$ 400	\$ 800
Hub Drain		0	Fixtures	\$ 750	\$ 600
Trench Drain (Mechanical Room)		0	L.F	\$ 250	\$ 70
Roof Drains		0	Fixtures	\$ 2,000	\$ 1,500
Downspout Nozzle		0	Fixtures	\$ 400	\$ 500
Primer		0	Fixtures	\$ 1,400	\$ 1,500
Storage Tank		0	Fixtures	\$ 2,500	\$ 3,000
Domestic Hot Water Heating		0	DHWH	\$ 200	\$ 150
Domestic Water Piping (Type-L Copper)	2" CW	0	L.F	\$ 10	\$ 4
Domestic Water Piping (Type-L Copper)	1" CW	0	L.F	\$ 4	\$ 2
Pool Piping	3" (Sched 40 PVC)	161	L.F	\$ 4	\$ 5
Pool Piping	6" (Sched 40 PVC)	165	L.F	\$ 5	\$ 6
Sanitary Piping	2" (Iron)	0	L.F	\$ 4	\$ 4
Sanitary Piping	3" (Iron)	0	L.F	\$ 5	\$ 4
Sanitary Piping	4" (Iron)	0	L.F	\$ 6	\$ 5
Vent Piping	2" (Sched 40 PVC)	0	L.F	\$ 3	\$ 5
Vent Piping	3" (Sched 40 PVC)	0	L.F	\$ 4	\$ 5
Vent Piping	4" (Sched 40 PVC)	0	L.F	\$ 5	\$ 6
Solar Piping	2" (Iron)	0	L.F	\$ 4	\$ 4
Gas Piping	2" (Sched 40)	0	L.F	\$ 6	\$ 5
Pool Drain Pipe Lining		1	L.S	-	\$ 14,000
Valves	15% of overall	1	L.S	-	\$ 490
Fittings	20% of overall	1	L.S	-	\$ 653
HVAC					
IDU/ODU/BC and refrigeration piping, VRF controls.		0	Ea	\$ 4,200	\$ 4,500
Sheetmetal (Galvanized Steel)		100	Lb	\$ 0.84	\$ 7.00
Sheetmetal (Stainless Steel)		200	Lb	\$ 3.92	\$ 9.00
GRD's		0	Ea	\$ 100	\$ 75
Exhaust Fans		0	Ea	\$ 1,200	\$ 300
Air Handling Unit		0	Ea	\$ 400,000	\$ 35,000
DOAS		0	Ea	\$ 42,500	\$ 5,000
Sand Filter		3	Ea	\$ 13,500	\$ 5,000
Chlorine System		1	Ea	\$ 61,000	\$ 7,500
Booster Pump		1	Ea	\$ 1,800	\$ 1,200
Temperature Control System					
VRF Manufacturer Controls + HRV Integration		0	SF	\$ 1.00	\$ 1.50
TAB, TAB Cx Support					
Test, Adjust, Balance		0	S.F.	\$ -	\$ 1.50
Sum					\$ 174,872
Contractor Overhead and Profit (15%)					\$ 26,231
Contingency (15%)					\$ 26,231
Total					\$ 227,333



RAY WILLIAMSON POOL RENOVATION

90% CD COST ESTIMATE

Estimate Summary Sheet - Phase 2

August 19, 2025

Subtotal of Construction Costs (MACC)		\$2,739,543
Soft Costs Summary		
Construction Contingency (10%)	10.00%	
Testing (2%)	2.00%	
Sales Tax (9.9%)	9.90%	
Permitting (1.5%)	1.50%	
	23.40%	\$641,053
TOTAL ESTIMATED PROJECT COSTS		\$3,380,596

PROJECT : Bainbridge Island Metro Parks - Ray Williamson Pool Renovation
NEW SF : 0
EXIST SF:
EST TYPE : Preliminary Cost Opinion

**ESTIMATE
SUMMARY
SHEET**

DIVISION SUMMARY

DIV #	DESCRIPTION	TOTAL	\$/SF
02	existing conditions/demolition	\$17,235	#DIV/0!
03	concrete	\$0	#DIV/0!
04	masonry	\$0	#DIV/0!
05	metals	\$32,600	#DIV/0!
06	woods, plastics and composites	\$3,000	#DIV/0!
07	thermal & moisture protection	\$204,875	#DIV/0!
08	openings	\$132,000	#DIV/0!
09	finishes	\$300,850	#DIV/0!
10	Interior Specialties	\$2,000	#DIV/0!
11	equipment	\$0	#DIV/0!
13	special construction	\$187,785	#DIV/0!
	Structural (by others)	\$427,826	#DIV/0!
23	Mechanical (by others)	\$519,574	#DIV/0!
26	Electrical (by others)	\$21,025	#DIV/0!
31	site work	\$120,000	
ESTIMATE SUBTOTAL		\$1,968,770	
SUBTOTAL		\$1,968,770	
GENERAL CONDITIONS		15.00% \$295,315	
		\$2,264,085	
GC O&P @		10.00% \$226,409	
		\$2,490,494	
DESIGN CONTINGENCY @		10.00% \$249,049	
SUBTOTAL		\$2,739,543	
TOTAL		\$2,739,543	#DIV/0!

EXCLUSIONS:

STATE SALES TAX
 TESTING AND INSPECTIONS
 CONSTRUCTION CONTINGENCY
 ARCHITECT/ENGINEERING FEES

PERMITS
 OFFSITE WORK
 APPLIANCES
 FURNITURE

**DETAILED
ESTIMATE
BREAKDOWN**

SCOPE OF WORK for RAY WILLIAMSON POOL:

- REMOVAL AND REPLACEMENT OF POOL DECK SLAB **INCLUDING CONCRETE PLATFORM** AT NE STORAGE RM, LINEAR TRENCH DRAINS, POOL PERIMETER TILE, EQUIPMENT ANCHORS, STOREFRONT WINDOWS, (**NAKATA STOREFRONT**), SLIDING GLASS DOORS, SW RAMP HANDRAILS, POOL HANDRAILS, AND HVAC LOUVERS.
- REMOVE POOL LINER AND **INSTALL NEW PLASTER LINER AND NEW TILE LANE MARKERS**
- **REMOVE DOORS AND FRAMES AT NORTH STORAGE ROOMS, PATCH CASE OPENINGS**
- REPLACE EAST AND **WEST SIDEWALKS INCLUDING WATER INTRUSION MITIGATION AT WEST SIDE**
- **NEW PAINT/COATING AT NATATORIUM, NEW ANTI-SLIP COATING AT RAMP AND STEPS**
- **REPLACE ACT TILES**
- INSTALL NEW FENCE/BARRIERS ON EAST AND WEST SIDES
- INSTALL NEW VGB DRAINS
- POOL FILTRATION SYSTEM REPLACEMENT
- REPAIR/ REPLACEMENT POOL PIPING LINING
- POOL CHEMICAL TREATMENT CONVERSION TO SALINE/CHLORINE SYSTEM
- **CAP AND ABANDON SINK IN EAST STORAGE ROOM, FLOOR LEVELING AT SW STORAGE ROOM**
- DEWATERING - required for pool work occurring Oct. - Mar.

Division	description	QTY.	U/M	UNIT COST	SUB-TOTALS	TOTALS
02	existing conditions/demolition					
	Remove storefront assemblies	910	sf	\$8.50	\$7,735.00	
	Remove existing doors and frames (4)	4	ea.	\$500.00	\$2,000.00	
	Remove (E) handrails at SW ramp	1	ea.	\$2,500.00	\$2,500.00	
	Dumping fee	1	ls	5,000.00	\$5,000.00	
						\$17,235
03	concrete					
	see structural estimate for concrete	0	sf	\$0.00	\$0	
						\$0
04	masonry					
	see structural estimate for masonry	0	allow	\$0.00	0	
						\$0
05	metals					
	fence (approx. 220 L.F.)	220	lf	95.00	20,900	
	hand rails and arch. barriers (approx. 150 L.F.)	1	allow	11,700.00	11,700	
						\$32,600
06	woods, plastics and composites					
	miscellaneous carpentry	1	ls	3,000.00	3,000	
						\$3,000
07	thermal & moisture protection					
	firestopping	1	ls	0.00	0	
	west side below grade waterproofing	1	ls	200,000.00	200,000	
	joint sealants	1300	sf	3.75	4,875	
						\$204,875
08	openings					
	Storefront window replacement	580	sf	120.00	\$69,600	
	Storefront window replacement (Nakata/ RWP)	330	sf	120.00	\$39,600	
	Glass entry doors	2	ea.	2,600.00	\$5,200	
	Sliding glass doors xoox	2	ea.	7,450.00	\$14,900	
	Door hardware	2	ea.	1,350.00	\$2,700	
						\$132,000
09	finishes					
	Install tile depth markers at pool perimeter	1	allow	3,500.00	3,500	
	Install tile lane markers at pool basin (550 sf)	1	allow	50,000.00	50,000	
	Install new perimeter tile, and lane markers (approx. 1,000 S.F.)	1	allow	150,000.00	150,000	
	Prep and coat natatorium walls	3800	sf	12.75	48,450	
	Anti slip on walking surfaces	400	sf	12.00	4,800	
	remove exist. ducts for painting	1	allow	20,000.00	20,000	
	ACT 2x4 tiles	200	sf	8.00	1,600	
	prep and floor leveling at SW storage room	500	sf	45.00	22,500	
						\$300,850
10	Interior Specialties					
	pool handrails and steps	1	ea.	2,000.00	\$2,000	
						\$2,000
11	equipment					
						\$0

Stemper AC
By: LB

DETAILED
ESTIMATE
BREAKDOWN

13	special construction					
	remove existing epoxy liner coating and prep for recoating with					
	plaster	4815	sf	14.00	67,410	
	liner replaster	4815	sf	25.00	120,375	
						\$187,785
31	site work					
	dewatering	1	allow	120,000.00	120,000	
						\$120,000
SUBTOTAL - DIRECT COST						\$1,000,345

PROPOSAL FOR LIMITED CIVIL ENGINEERING SERVICES

Civil Site Development Engineering

TO Melody Leung
Stemper AC

PROJECT Bainbridge Island - Ray Williamson Pool

DATE August 27, 2025

Our knowledge of the project is as follows, and this proposal reflects the scope of services and compensation.

Project Overview

The Ray Williamson Pool is located at 8521 Madison Ave N on the campus of Bainbridge High School within the City of Bainbridge Island. The pool does not have its own parcel, and is part of the 73.75-acre high school parcel.

The project scope includes improvements to the systems inside the existing pool building, as well as the building envelope and associated waterproofing.

JCE was contacted to assist with coordinating and designing the recommended new footing drain system around the perimeter of the southern portion of the existing pool building.

Scope of Services

Limited Civil Engineering Services

- » Coordinate with Stemper AC to coordinate, design, and permit the new footing drain system.
 - Assist with coordination extents of a new topographic and utility survey for the footing drain project area
 - Provide plans and details for the footing drain system, coordinating with the architectural and structural drawings

Proposed Fee

Limited Civil Engineering Services

Based upon our understanding of the project and tasks being requested from us and described above, we propose providing our Limited Civil Engineering Services for the project at our hourly rates per Task as follows:

Task Description	AMOUNT
Footing Drain Design	\$ 10,000
TOTAL	\$10,000

Exclusions

- » *Surface storm drainage design or reports.*
- » *Structural site elements such as sidewalks with grade beams ,site retaining walls, or any yet to be determined future underground vaults/structures are not included.*
- » *Landscape, MEP, Geotechnical, Traffic/Transportation design services are not included.*
- » *Any legal or survey documents are not included. We will use the topographic and utility survey provided by the project surveyor for our site background.*

Conclusion

We look forward to the opportunity of providing our services to work with Stemper AC, and the rest of the selected design team, to support our combined efforts to complete the Bainbridge Island - Ray Williamson Pool. The design scope and project description are described above, and the attached Schedule of Terms completes this agreement. If you have questions, feel free to contact me at your convenience by email at Alan@JacobsonEngineers.com or by phone at 206.426.2600. Please sign this proposal and return a copy so that we can begin our efforts. If directed to begin our efforts before a signed copy is received, the terms of this agreement are understood to be enforced.



8/27/2025

JACOBSON CONSULTING ENGINEERS
Alan Jacobson, P.E., Principal

For Stemper AC

Date

Schedule of Terms

All proposals by Jacobson Consulting Engineers, LLC (“Jacobson Consulting Engineers”) are subject to the following terms unless expressly noted otherwise in the accompanying proposal. Any alteration or deviation from the scope of services set out in the proposal will only be performed upon a written order for the same, signed by both parties. Authorization for Jacobson Consulting Engineers to proceed constitutes agreement to these terms and conditions.

1. Hourly Charges for Personnel

Personnel will be charged at the following rates when hourly billing is applicable:

\$240	Principal	\$190	CAD Manager
230	Associate Principal	130	Senior Technician
220	Associate	125	Technician I
215	Senior Project Manager	110	Technician II
200	Project Manager	95	Technician III
170	Project Engineer I	80	Technician IV
155	Project Engineer II		
145	Engineer I		
125	Engineer II	80	Administration
115	Engineer III	80	Intern

These rates are subject to annual increases, which typically take place in January of each year. Excluded from these rates is work outside the scope of the accompanying proposal, including additional or extra services, expert witness testimony, litigation, or negotiating claims settlements.

2. Reimbursable Expenses

- 2.1 Any out-of-pocket costs incurred by Jacobson Consulting Engineers will be charged at 1.1 x cost. Reimbursable expenses include but are not limited to, travel expenses, printing of drawings or specifications, courier service, overnight mail, equipment rental, and other charges incurred during our work, not directly provided by us. These items are not included in our fee unless specifically noted in our proposal.

3. Billing

- 3.1 Invoices will be issued monthly and are payable within 60 calendar days of the date we deliver our invoice or upon receipt of payment from the Owner, whichever is less. An interest charge of 1.5%/month will be payable on any amount not paid within this time period. Attorneys’ fees and any other costs incurred by Jacobson Consulting Engineers in collecting delinquent accounts shall be paid by the Client.
- 3.2 If the Client fails to make payments when due or otherwise is in breach of this Agreement, Jacobson Consulting Engineers may suspend performance of services upon five (5) calendar days’ notice to the Client. Jacobson Consulting Engineers shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client. When work is resumed, Jacobson Consulting Engineers shall be compensated as an additional service for expenses incurred in the interruption and resumption of Jacobson Consulting Engineers’ services. Jacobson Consulting Engineers’ fees for the remaining services and the time schedule shall be equitably adjusted.

4. Dispute Resolution

- 4.1 In an effort to resolve conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Jacobson Consulting Engineers agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- 4.2 Should the dispute not be resolved by nonbinding mediation, it shall be litigated. This Agreement shall be governed by the laws of the State of Washington and the venue shall be the Norm Maleng Regional Justice Center in Kent, King County, WA. The parties consent to such jurisdiction for all purposes (both personal and subject matter). If any claims in a dispute raised by the Client involve allegations of negligence or the breach of the standard of care, thirty (30) days prior to commencing any judicial proceeding, the Client shall provide to Jacobson Consulting Engineers a written certification executed by an independent design professional currently practicing in the same discipline and licensed in the State of Washington. This certification shall specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing such services under similar circumstances. The provision of such written certification is a condition precedent to initiating any legal proceeding or action against Jacobson Consulting Engineers alleging or relating to negligence or a breach of the standard of care.
- 4.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion, as that term is defined in RCW 4.16.310, for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final invoice for payment for acts or failures to act that occur after substantial completion; or, if this Agreement is terminated in accordance with Article 7.1, upon the date Jacobson Consulting Engineers terminates services on the Project.

5. Provision of Services

- 5.1 Jacobson Consulting Engineers will provide services under standards and conditions generally accepted by professionals in the field and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty or representation, either expressed or implied, is included or intended in Jacobson Consulting Engineers' proposals, contracts, plans and specifications, or reports.
- 5.2 Services shall be provided based only upon the Scope of Services described or by any additional proposals provided in writing and signed by both parties. Services that are not expressly included in the proposal letter or otherwise included herein, are expressly excluded.

6. Limitation of Liability

- 6.1 Jacobson Consulting Engineers, its principals, members, directors, officers, agents, employees, successors and assigns shall not be liable for loss or damage occasioned by delays beyond its control, or for any special, consequential, incidental, punitive or indirect damages such as loss of earnings or loss of use suffered by Client or others. The foregoing limitation of liability shall apply regardless of the cause of action under which such damages are sought. No principal or employee of Jacobson Consulting Engineers shall incur any personal liability to any other party, for an act, error or omission related to this agreement.
- 6.2 The Client agrees that Jacobson Consulting Engineers total liability to the Client, in tort or in contract, for any and all injuries, claims, losses, expenses, damages, causes of action, or claim expenses (inclusive of legal costs) arising out of this

agreement from any cause or causes shall be satisfied solely out of the insurance then available to fund any settlement, award or the amount of required insurance set forth in this Schedule of Conditions.

7. Insurance

- 7.1 Notwithstanding any other provision in this Agreement, or indemnifications provided, nothing shall be construed so as to void, adversely affect or in any way impair any insurance coverage held by either party to this Agreement.
- 7.2 Jacobson Consulting Engineers shall procure Professional Liability Insurance in such amounts and covering such risks as the Company and the Subsidiaries reasonably believe are adequate for the conduct of their business and as is customary for companies of similar size engaged in similar businesses in similar industries. Any specific amount of insurance required shall be submitted in writing and is only valid if agreed to in writing by Jacobson Consulting Engineers.

8. Termination

Either party may terminate this agreement upon written notice if the other party fails to perform any material obligation under this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach.

9. Verification of Existing Conditions

- 9.1 Site development around existing underground utilities requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the site, the Client agrees that Jacobson Consulting Engineers shall not be liable for any costs or damages incurred by any person or entity resulting from concealed or unknown conditions. Client shall require contractor to be responsible for verifying all utility locations prior any excavation.
- 9.2 In addition, Jacobson Consulting Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to pollutants, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances.

10. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due, monies that may be due, or claims arising out of this Agreement) without the prior written consent of the other party.

11. Site Safety

As part of its scope of work, Jacobson Consulting Engineers may perform construction phase services. Jacobson Consulting Engineers however, shall have no control over, charge of, or responsibility for the construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work, nor shall Jacobson Consulting Engineers be responsible for Client's or Client's contractor's failure to perform the work in accordance with the design documents.

12. No Third-Party Beneficiary

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Jacobson Consulting Engineers. Neither Jacobson Consulting Engineers' administration of the contract between the Client and the contractor, nor any acts by Jacobson Consulting Engineers in performing its services hereunder, shall be construed to create a duty of care or any other duty toward any third party, including the contractor or any subcontractor.

13. Entire Agreement

This Agreement represents the entire and integrated agreement between Client and Jacobson Consulting Engineers and this Agreement incorporates and supersedes all prior negotiations, representations, or agreements, either written or oral. Neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. This Agreement may be amended only by written instrument signed by both Client and Jacobson Consulting Engineers.

Memorandum

Date: 10/10/2025

To: Board of Commissioners

From: Matthew Keough, Senior Planner
Hope Freije, Project Manager, Framework

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

Status:

Funding strategies, tied to capital improvement planning and the setting of service levels for the Park District, will be presented at the board meeting. There will also be demonstrations of related analysis of park and recreation needs and opportunities.

The evolving goals, roles, and objectives, presented to the board on September 18th, have been shared with our partner organizations. The Leadership Committee is developing recommendations to the board based on all feedback and consultant analysis, leading to draft products in November.

Discussion:

The board will consider funding strategies and further engage on the setting of new directional service levels in the areas of Quantity, Quality, and Access. There will be discussion of new tools (listed below) that will provide for on-going continual evaluation of the park system and project services levels:

- Asset Inventory (island-wide) related to goals, roles, objectives and levels of service
- New Spreadsheet Tool proposed, listing all parks *for “Scoring” Quality and Performance of Parks*
- New mapping analysis, within an active GIS system
- Funding Strategies for future budgeting and CIP planning

An organizational approach, open to discussion, is emerging for the plan and for comprehensive planning in the future. The new plan framework organizes around system areas and components which are identified in the inventory and aligned with updated goals and objectives. Terminology will be consistent and defined which is critical in instances where they provide direction, such a “Estimated Level of Service”, or where they relate to policy, such as “Cost Recovery.” The board can anticipate a draft version of Definitions in the month ahead.

Public Message: Look for draft Goals and Objectives with projected service levels: <https://biparks.org/comprehensive-planning/>; Contact: mattk@biparks.org

**INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY SEWER DISTRICT NO.
7 AND BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION
DISTRICT FOR THE TRANSFER OF PROPERTY**

This **INTERLOCAL AGREEMENT BETWEEN KITSAP COUNTY SEWER DISTRICT NO. 7 AND BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT FOR THE TRANSFER OF PROPERTY** (“Agreement”) is made and entered into by Kitsap County Sewer District No. 7, a Washington State municipal corporation (the “Sewer District”), and the Bainbridge Island Metropolitan Park and Recreation District, a Washington State municipal corporation (the “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.

I. RECITALS

WHEREAS, on June 12, 2025 the Sewer District entered into an Asset Disposition Agreement with Public Utility District No. 1 of Kitsap County (the “PUD”) whereby the Sewer District agreed to convey substantially all of the Sewer District’s asset to the PUD, and in exchange, the PUD agreed to assume the Sewer District’s service to the Sewer District customers; and

WHEREAS, the Sewer District and the PUD agreed to exclude certain real property from the Asset Disposition Agreement as the PUD does not permanently require the use of the real property; and

WHEREAS, the Parties wish to transfer the Fort Ward Community Hall, which is located at 9705 NE Evergreen Avenue, Bainbridge Island, Washington 98110, (“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; and

WHEREAS, pursuant to RCW 39.33.020, the Sewer District provided notice to the public and conducted a public hearing on December 7, 2024, regarding its plan to merge with KPUD and to surplus the Property; and

WHEREAS, the Parties are authorized pursuant to RCW 39.33.010 to “sell, transfer, exchange, lease or otherwise dispose any property, real or personal ... on such terms and conditions as may be mutually agreed upon by the proper authorities” of the Sewer District and of the Park District;

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the Sewer District and the Park District as follows

II. AGREEMENT

1. RECITALS:

The foregoing recitals are adopted as true and incorporated by reference in this Agreement

2. TRANSFER:

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. Concurrently with the recording 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.

3. CONSIDERATION:

The Lease is consideration for the Deed. As further consideration under this agreement, the Sewer District is relieved from the obligations of ownership while retaining the right to use a portion of the Property that will support the Sewer District’s operations. The Park District, on the other hand, obtains title to the Property. Such consideration constitutes true and full value under RCW 39.33.010 and RCW 43.09.210.

4. DURATION OF AGREEMENT – TERMINATION:

This Agreement shall become effective upon execution by both Parties and shall terminate when the Parties have completed those duties enumerated in Paragraph 2 above. Prior to the recording of the Deed, either Party may terminate this Agreement at any time upon the giving of ten (10) days’ advance written notice to the other Party.

5. COMPLIANCE WITH RCW 39.34.040

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

6. 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.

7. FINANCING

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

8. 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.

9. 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.

10. 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 NO. 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

QUIT CLAIM DEED

Grantor:	KITSAP COUNTY SEWER DISTRICT NO. 7, a municipal corporation
Grantee:	BAINBRIDGE ISLAND METROPOLITAN PARK AND RECREATION DISTRICT, a municipal corporation
Abbreviated 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
Assessor's Property Tax Parcel/Account No.:	4150-003-023-0007

QUIT CLAIM DEED

GRANTOR: Kitsap County Sewer District No. 7

GRANTEE: Bainbridge Island Metropolitan Park and Recreation District

The Grantor, Kitsap County Sewer District No. 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 the 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 the Grantor therein:

Lot 23 in Block 3 of the Plat of Fort Ward Estates Division #5, as recorded in Volume 11 of Plats, at page 20, Records of Kitsap County, Washington. Said Lot is situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 24 North, Range 2 E.W.M.

Except the easterly 8.00 ft.;

Together with that portion of Lot 21, described as follows:

A 10.00 ft. wide strip described as follows:

Commencing at the SW corner of said Lot 21; thence N 00° 26' 17" W along the west line of said Lot 21, 69.00 ft. to the NW corner of said Lot 21 and the T.P.O.B.; thence S 00° 26' 17" E 10.00 ft.; thence N 89° 33' 43" E along a line parallel with the south line of Lot 23, 66.90 ft. M/L to a point called "Y", which point is created by said line's intersection with a line which is created by the intersection of a southerly extension of a line which is 8.00 ft. westerly of and parallel with the east line of Lot 23.

Thence from Point "Y", N 00° 25' 20" W parallel with the easterly boundary of Lot 23, 10.00 ft. to the South boundary of Lot 23; thence S 89° 33' 43" W along said south boundary of Lot 23 to the T.P.O.B.

Situated in the County of Kitsap, State of Washington.

Dated this _____ day of _____, 2025.

KITSAP COUNTY SEWER DISTRICT NO. 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 No. 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 NO. 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 _____ with an option to renew.

Tenant shall have one (1) ninety-nine (99) year option to extend the Term of this Lease, provided that (a) this Lease is still in effect; (b) Tenant is not in default beyond any applicable notice and cure periods at the time Tenant exercises the option and at the commencement of the extension term; and (c) Tenant gives written notice of the election to exercise such option to Landlord not less than one hundred and eighty (180) days prior to the expiration of the then expiring term (the “Extension Term”). If Tenant fails to provide timely written notice of its election to extend the Term, Tenant shall be deemed to have waived its right to extend. If the option is duly exercised, the Term shall be automatically extended, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this Lease.

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 Park District will pay all real property taxes and utilities. Should the Sewer District require or request additional utility connections beyond those that exist at the time of the execution of this lease, such connections will be metered separately and paid for by the Sewer District unless the Parties agree otherwise in writing.

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 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.
- (3) 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.
- (4) Non-use of the Premises for more than 12 months, or abandonment of the Premises, by the Sewer District.
- (5) 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 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 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. The Landlord will allow the Fort Ward community to utilize the Property once per month for community events for the duration of the Lease Term. The Fort Ward community will make the reservations through the Landlord following the Landlord's normal reservation process with no rental fee.

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 permanent 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:

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") without prior written consent of Landlord. KPUD will provide broadband services to the Property free of charge if KPUD installs facilities and equipment for broadband services in the Premises.

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:

Bainbridge Island, WA 98110

Telephone:

Tenant:

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 each party. 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: Sarah Lee

Dan Hamlin, Executive Director

Title: President of Board of Commissioners

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 NO. 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.

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- (5) Destruction of the Building by fire or other casualty.

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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.

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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.

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Landlord:

Bainbridge Island, WA 98110

Telephone:

Tenant:

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 each party. 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: Sarah Lee

Dan Hamlin, Executive Director

Title: President of Board of Commissioners

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 NO. 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
DESCRIPTION OF THE PROPERTY

Assessor's Property Tax Parcel/Account No.: 4150-003-023-0007

Legal Description:

Lot 23 in Block 3 of the Plat of Fort Ward Estates Division #5, as recorded in Volume 11 of Plats, at page 20, Records of Kitsap County, Washington. Said Lot is situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 24 North, Range 2 E.W.M.

Except the easterly 8.00 ft.;

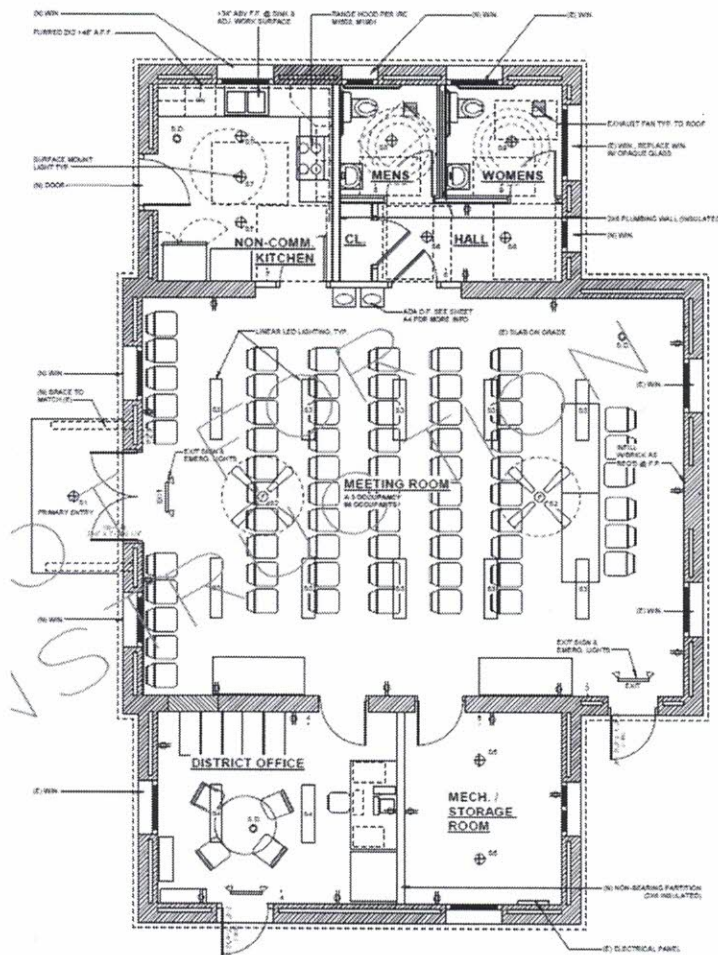
Together with that portion of Lot 21, described as follows:

A 10.00 ft. wide strip described as follows:

Commencing at the SW corner of said Lot 21; thence N 00° 26' 17" W along the west line of said Lot 21, 69.00 ft. to the NW corner of said Lot 21 and the T.P.O.B.; thence S 00° 26' 17" E 10.00 ft.; thence N 89° 33' 43" E along a line parallel with the south line of Lot 23, 66.90 ft. M/L to a point called "Y", which point is created by said line's intersection with a line which is created by the intersection of a southerly extension of a line which is 8.00 ft. westerly of and parallel with the east line of Lot 23.

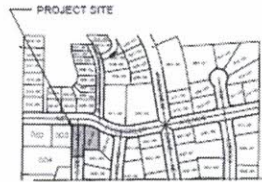
Thence from Point "Y", N 00° 25' 20" W parallel with the easterly boundary of Lot 23, 10.00 ft. to the South boundary of Lot 23; thence S 89° 33' 43" W along said south boundary of Lot 23 to the T.P.O.B.

Situated in the County of Kitsap, State of 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.WENZLAUARCHIT.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.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

RESOLUTION 2025-12

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, CLOSING THE DISTRICT'S PETTY CASH AND CHANGE FUNDS

WHEREAS petty cash and change funds for the Bainbridge Island Metropolitan Park & Recreation District were established in Resolution 2007-02 on April 12, 2007, and have been updated periodically since then with the most recent update occurring on October 20, 2022 when Resolution 2022-12 was adopted; and

WHEREAS it has been determined that transitioning to conducting all transactions without accepting physical currency is preferable for the District for a variety of reasons; and

WHEREAS some of the advantages of going cashless for both customers and the District include enhanced security, better financial management, and convenience; and

WHEREAS cashless transactions reduce the risk of theft or loss associated with physical money because digital transactions provide a clear record as well as being quick and efficient; and

WHEREAS staff will close all seven of the District's petty cash and change funds as listed in Resolution 2022-12 by January 1, 2026 due to the transition to cashless operations for the District; and

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that all petty cash and change funds be closed by January 1, 2026.

PASSED by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 16th day of October, 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