

AGENDA

**Bainbridge Island Metropolitan Park & Recreation District
Regular Board Meeting 6:00 pm
Thursday – April 2, 2026**

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 March 11, 2026
Regular Board Meeting of March 19, 2026
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Bainbridge Island Japanese American Exclusion Memorial Association Long-Term Lease Agreement Hamlin (10 min)
Action: Information only.
- 40.2** 2025 Budget vs. Actual for General Fund and Capital Improvement Fund Swenson/Miller (15 min)
Action: Information only.

50. STAFF REPORT

60. UPCOMING MEETINGS

04/16/26	Regular Board Meeting	6:00 pm	Strawberry Hill Center
04/29/26	Board Retreat	1:00 pm	Strawberry Hill Center
05/07/26	Regular Board Meeting	6:00 pm	Strawberry Hill Center
05/21/26	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. ADJOURN TO CLOSED SESSION IF NEEDED
- 130. CLOSED SESSION
- 140. RECONVENE TO REGULAR SESSION
- 150. ADJOURNMENT

Board Committees

Governance
 Capital Facilities
 Program
 Budget & Finance
 Personnel

2026 Board Representatives

DeWitt/Kinney

 Kinney/Pritchett
 Goodlin/DeWitt

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

Pritchett/Goodlin

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
SPECIAL BOARD MEETING March 11, 2026
LANDE ADMINISTRATION BUILDING**

CALL TO ORDER: A quorum being present, the meeting was called to order at 3:00 pm by Chair DeWitt.

BOARD MEMBERS PRESENT: Ken DeWitt, Jay Kinney, Rachel Pritchett, Tom Swolgaard.

ADJUSTMENTS TO AGENDA: None

CONFLICT OF INTEREST DISCLOSURE: None

MISSION STATEMENT: Chair DeWitt 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

RAY WILLIAMSON POOL RENOVATION PHASE II BID AWARD: Assistant Finance Director Michelle Miller presented a matrix with the four bids received for Phase II of the Ray Williamson pool renovation. All bidders provided the required documentation, and the apparent lowest bidder is CDK Construction with a bid price of \$3,188,640 and an alternative price of \$31,500. Executive Director Dan Hamlin said there are 3.4 million dollars budgeted in the Capital Improvement Fund for this project over 2026 and 2027 with the bulk of it in 2026. Commissioner Kinney asked about the relative qualifications of the bidders. Michelle Miller said the bidders have three business days to submit their qualifications however staff spoke with Stemper Architecture Collaborative President and Managing Member Melody Leung who has worked with all the bidders. Melody Leung said she has recently worked with CDK Construction on a pool deck and had a good experience and expressed confidence in them. Staff will do their due diligence to verify that CDK Construction is the lowest responsive and responsible bidder, but at this time there is no reason to believe they will not be. Commissioner DeWitt asked about the alternative price column on the matrix. Staff replied that it is for work related to water intrusion and the purchase of additional doors to control condensation. **MSC: Kinney/Swolgaard: Move to award the bid to CDK Construction in the amount of \$3,188,640 with the alternative work of \$31,500 contingent upon the staff completing review of their qualifications.**

MEETING ADJOURNED at 3:09 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

BY: _____
Rachel Pritchett

BY: _____
Tom Goodlin

ATTEST: _____
John Thomas Swolgaard

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING March 19, 2026
STRAWBERRY HILL CENTER**

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

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

ADJUSTMENTS TO AGENDA: There will be no closed session.

CONFLICT OF INTEREST DISCLOSURE: None

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

PUBLIC COMMENTS

KC Halls spoke in support of improvements at Fay Bainbridge Park and expressed interest in further discussion.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the March 5, 2026 regular board meeting, Chair DeWitt stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: Pritchett/Kinney: 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
3/10/2026	001 General Fund	31628-31645	\$56,778.34
3/13/2026	001 General Fund 300 Capital Improvement Fund	31646-31662	\$60,540.55
3/17/2026	001 General Fund	31663-31695	\$71,748.79
Pre-approval	300 Capital Improvement Fund		\$567,450.00

GENERAL BUSINESS

PURCHASE OF CONSERVATION CREDITS AS MITIGATION ASSOCIATED WITH EAGLE HARBOR SAIL FLOAT REPLACEMENT PROJECT: Senior Planner Matthew Keough said the presale agreement for purchasing conservation credits from Puget Sound Partnership through the Recreation and Conservation Office has an upcoming deadline. Through this agreement the District would be paying a rate that was agreed to about two years ago. These credits are necessary to move forward with the sail float replacement project. Credits are a way to project what the impact of the project is and fund mitigation and remediation in Puget Sound. The locked-in rate in the agreement is about \$600 less per credit than the current cost. Executive Director Dan Hamlin said the decision is to either buy the credits at this rate now, even though fundraising for the project is not complete, or buy the credits at a higher rate assuming the project does move forward as planned. If the District does not move forward with this specific project it will retain the investment for use on a future project, though not the number of credits. Commissioner Kinney asked how the fundraising is going for the sail float replacement project. Dan Hamlin said Bainbridge Island Parks & Trails Foundation Executive Director Mary Meier has expressed BIPTF’s commitment to raising the funds. **MSC: Goodlin/Swolgaard: Motion to approve the purchase of conservation credits as mitigation**

associated with the Eagle Harbor sail float replacement project, this is for the purchase of 156 partnership credits for a total cost of \$220,116.

PRESENTATION OF OPEN GOVERNMENT TRAINING COMPLETION CERTIFICATES: Executive Services Administrator Helen Stone said Open Government Training is required for new board members within 90 days after they take their oath of office and at intervals of no more than four years for continuing board members. It was acknowledged that all the District's current board members have completed their Open Government Training as required and certificates were distributed to document completion.

RETREAT SCHEDULING DISCUSSION: Commissioner DeWitt said the board retreat is being rescheduled and after some discussion the board agreed to hold the retreat on Wednesday, April 29 at 1:00 pm.

STAFF REPORT

Recreation Division: Assistant Recreation Director Bryan Garoutte said spring and summer registration is now open and going strong with almost 60 summer camps already full. Bryan Garoutte announced that he is retiring after almost 38 years with the District and May 29 will be his last day.

Administrative Division: Assistant Executive Director Amy Swenson said a finalist in the interview process for the human resources administrator position will be on-site tomorrow.

Risk and Capital Project Manager David Harry said the Kitsap Public Health District performed an audit of the District's water systems this week and there were no findings.

Executive Director Dan Hamlin said the new website is now expected to go live on April 2. The lowest bidder for Phase II of the Ray Williamson pool renovation project was determined to be responsive and responsible, and they have been sent a notice of award. Staff will have a pre-construction meeting with the contractor soon to discuss scheduling for the project. The formation of the union by park services staff was certified and management staff are now waiting for a contract proposal to start the negotiation process. The Bainbridge Island Japanese American Exclusion Memorial Association is interested in pursuing a long-term lease for the memorial site which would give them more tenure and ability to win grants.

UPCOMING MEETINGS:

As decided at this meeting, there will be a special board meeting on April 29 at 1:00 pm for the board retreat.

BOARD MEMBER REMARKS:

- Commissioner Kinney said he participated in the recent Battle of the Paddle tournament at Bainbridge Island Recreation Center and complimented staff for a well-run tournament.
- Commissioner Pritchett complimented and thanked staff for their recent work painting the walls around the Don Nakata pool.
- Commissioner Pritchett said she is looking forward to attending the upcoming Bainbridge Island Environmental Conference.
- Commissioner Swolgaard said soon to be retiring Assistant Recreation Director Bryan Garoutte will be missed. He first met Bryan Garoutte in 1989.
- Commissioner DeWitt said a recent news article indicated the District's board met on March 10 and took action. For the record he wants to note that the board did not meet on March 10, either in person or via remote means, and did not take any action on March 10.

- Commissioner DeWitt asked if staff have heard anything about the status of legislation to delink e-motos from e-bikes. Executive Director Dan Hamlin said staff are looking at some legislation that has been passed.

MEETING ADJOURNED to a six-minute recess at 6:34 pm with announced time to reconvene at 6:40 pm. **MEETING RECONVENED** at 6:40 pm.

MEETING ADJOURNED TO EXECUTIVE SESSION at 6:40 pm as authorized by RCW 42.30.110(1)(b) for discussion regarding consideration of site selection or acquisition of real estate purchase or lease if likelihood that disclosure would increase price with announced time to reconvene at 6:50 pm.

MEETING RECONVENED at 6:50 pm and **ADJOURNED TO EXECUTIVE SESSION** at 6:50 pm for continued discussion of the above item, with announced time to reconvene at 6:55 pm.

MEETING RECONVENED at 6:55 pm and **ADJOURNED** at 6:55 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

BY: _____
Rachel Pritchett

BY: _____
Tom Goodlin

ATTEST: _____
John Thomas Swolgaard

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into this ___ day of _____, 2026, between the **Bainbridge Island Metropolitan Park and Recreation District (BIMPRD)**, a Washington special purpose district ("Lessor"), and the **Bainbridge Island Japanese American Exclusion Memorial Association (BIJAEMA)**, a Washington nonprofit corporation recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code ("Lessee").

The parties previously entered into a Memorandum of Understanding dated April 18, 2024 describing their respective roles in the development and operation of the Bainbridge Island Japanese American Exclusion Memorial (the "Memorial"). In furtherance of that agreement, the parties agree as follows:

ARTICLE I

LEASE TERM AND USE

Section 1.01 LEASED PREMISES. In consideration of the rent and mutual agreement hereafter set forth, BIMPRD hereby leases to BIJAEMA that certain real property commonly known as the 8-acre Exclusion Memorial grounds, located within Pritchard Park, City of Bainbridge Island, Kitsap County, Washington, and more particularly the area shown on Exhibit A attached hereto, which exhibit is incorporated herein and hereafter referred to as the "Subject Property."

Section 1.02 LEASE TERM. Unless sooner terminated under the provisions hereof, this Lease shall be in effect for a term (the "Lease Term") of fifty (50) years, commencing on April 1, 2026 and expiring on March 31, 2076. The parties agree to meet every five (5) years of this fifty (50) year term to review the lease, and to work in good faith to determine if revisions are needed to accommodate changes to the park, BIMPRD activities, and BIJAEMA activities.

Section 1.03 TERMINATION. This Lease may be terminated before the end of the Lease Term under any of the following circumstances:

- (1) Termination by mutual agreement of BIMPRD and BIJAEMA.
- (2) Dissolution of BIJAEMA.
- (3) Verifiable abrogation of material terms of this lease by BIJAEMA.

In the event of such termination, all rights of BIJAEMA under this agreement shall be null and void, and all capital improvements within the Subject Property shall become the property of BIMPRD. All personal property shall remain the property of BIJAEMA and shall be removed by BIJAEMA within 90 days of termination.

Section 1.04 SHARED USE OF FACILITIES AND GROUNDS ON SUBJECT PROPERTY. The Subject Property shall be used to provide community benefit with exhibit space, classes, and meeting areas consistent with the BIMPRD and BIJAEMA's mission statements. Access to the Subject Property by members of the general public, including school groups, shall be allowed while the Memorial is open, subject to coordination between BIMPRD and BIJAEMA. Such public use shall not unreasonably conflict with the use of said facility by BIJAEMA. All such use shall adhere to existing and future grant obligations. Add a prohibition of commercial use or political protests, campaigns, etc.

Section 1.05 ASSIGNMENT AND SUBLETTING. BIJAEMA shall not assign or transfer this Lease or any portion of it, nor sublet the whole or any part of the Subject Property, without the advance written consent of BIMPRD, which may be conditioned or withheld at BIMPRD's sole discretion.

Section 1.06 CONDITION OF SUBJECT PROPERTY. BIJAEMA agrees to accept the Subject Property in "as is" condition and "with all faults" existing as of the date hereof. BIJAEMA enters this Lease after having the opportunity to inspect the Subject Property and without reliance on any representation by BIMPRD except those expressly stated in this Lease.

Section 1.07 ANNUAL REPORT AND COMMUNICATION. On or by March 1st of each calendar year during the lease term, BIJAEMA will provide an annual report to BIMPRD, which report shall include without limitation, the following: discussion of programming offered by BIJAEMA at the Subject Property, estimate of the number of participants in BIJAEMA activities at the Subject Property, plans for capital improvements to the Subject Property, and existing condition of the Subject Property. This report may be in the form of a written report, an oral presentation to the Board of Commissioners, or a meeting with BIMPRD staff, at the election of BIMPRD.

The parties agree to use their best reasonable efforts to remain in communication regarding: use and maintenance of the Subject Property, programming that might impact or be impacted by activities by either party, and condition of the Subject Property.

ARTICLE II

CONSTRUCTION, OPERATION & MAINTENANCE

Section 2.01 CONSTRUCTION OF IMPROVEMENTS. BIJAEMA shall construct the Visitor Center building and associated capital improvements on the Subject Property, including the restroom building, amphitheater, and related site improvements, at the sole expense of BIJAEMA. All such construction shall be performed in accordance with applicable laws, regulations, and permits. BIJAEMA shall provide pertinent documents, such as construction plans and contracts upon request. If and as necessary, BIMPRD may serve as the contracting party for projects, or as the grantee or fiscal agent for grants awarded for the benefit of the Memorial by any private or governmental agency.

Section 2.02 OWNERSHIP OF IMPROVEMENTS. Upon completion of construction, all permanent improvements constructed by BIJAEMA on the Subject Property, including but not limited to the Visitor Center building, restroom building, amphitheater, and associated site improvements, shall become the property of BIMPRD. Notwithstanding the foregoing, all exhibits, furnishings, audiovisual equipment, interpretive materials, and other personal property installed or provided by BIJAEMA for use within the Visitor Center shall remain the property of BIJAEMA unless otherwise agreed in writing.

Section 2.03 OPERATION OF THE VISITOR CENTER. BIJAEMA shall operate the Visitor Center and provide interpretive programming, educational activities, and related services consistent with its mission. BIJAEMA shall be responsible for the interior operation of the Visitor Center, including staffing, operation of building systems, maintenance of exhibits and furnishings, and management of audiovisual and interpretive equipment.

BIJAEMA shall be responsible for the payment of operational services associated with the Visitor Center, including internet service and security systems.

Section 2.04 PROGRAMMING AND INTERPRETIVE ACTIVITIES. Programming and interpretive activities conducted within the Visitor Center and on the Subject Property shall be governed by the existing Agreement for Interpretive Services between BIMPRD and BIJAEMA regarding interpretive resources and activities.

Section 2.05 RESTROOM BUILDING AND AMPHITHEATER. BIMPRD shall operate and maintain the restroom building and amphitheater as park facilities, and such operation and maintenance shall be coordinated with BIJAEMA as appropriate.

Section 2.06 GROUNDS AND EXTERIOR FACILITIES. BIMPRD shall be responsible for the operation and maintenance of the park grounds and exterior facilities within the Subject Property, including but not limited to landscaping, pathways, boardwalks, parking areas, and general park maintenance. Such responsibilities shall include routine grounds maintenance and repair of park infrastructure.

Section 2.07 CAPITAL REPAIRS AND STRUCTURAL MAINTENANCE. Following completion of construction, BIMPRD shall be responsible for repairs and structural maintenance of permanent improvements located on the Subject Property through all existing agreements. BIJAEMA shall be responsible for maintenance and replacement of exhibits, furnishings, audiovisual systems, interpretive installations, and other personal property installed or operated by BIJAEMA within the Visitor Center.

ARTICLE III

RENTAL

Section 3.01 RENTAL AMOUNT; PAYMENT. The annual rental shall be the amount of ONE DOLLAR (\$1.00) per year, payable in advance to BIMPRD on the first day of each year of the Lease Term. The parties acknowledge that the rental amount reflects the public benefit provided through BIJAEMA's development and operation of the Memorial.

ARTICLE IV

TAXES AND UTILITIES

Section 4.01 PAYMENT OF TAXES. During the Lease Term, BIJAEMA shall pay when due any leasehold excise tax imposed pursuant to Chapter 82.29A RCW, together with any other taxes, excises, levies, assessments, charges, or fees that may become due as a result of BIJAEMA's use or occupancy of the Subject Property or BIJAEMA's activities conducted thereon.

BIJAEMA shall not be responsible for taxes imposed on the ownership of the Subject Property or

improvements owned by BIMPRD, except to the extent such taxes arise from BIJAEMA's use of the Subject Property under this Lease.

Section 4.02 UTILITIES. BIJAEMA may connect the Visitor Center and associated facilities to electrical power and water service within the Memorial. All electrical and water infrastructure serving the Subject Property shall remain the property of BIMPRD.

BIMPRD shall provide electrical power, septic O&M services, and water service to the Visitor Center and restroom facility as part of park utility infrastructure. BIJAEMA shall be responsible for the payment of operational services associated with the Visitor Center, including internet service and security systems. BIJAEMA shall not be responsible for utility usage associated with BIMPRD operations elsewhere within the Memorial.

If utility usage attributable to the Visitor Center materially exceeds levels typical for park facilities, the parties agree to meet and confer in good faith to determine whether an equitable adjustment to utility cost responsibility is appropriate.

ARTICLE V

INSURANCE, INDEMNITY, AND DESTRUCTION OF PREMISES

Section 5.01 GENERAL LIABILITY INSURANCE. BIJAEMA shall, at its sole cost and expense, maintain throughout the Lease Term commercial general liability insurance covering claims for personal injury, death, or property damage arising out of BIJAEMA's use or occupancy of the Subject Property and operation of the Visitor Center, including BIJAEMA's programs, activities, and events conducted thereon.

Such insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, or such higher limits as may reasonably be required pursuant to Section 5.05 of this Article.

BIMPRD shall be named as an additional insured under such policy with respect to BIJAEMA's use and operation of the Subject Property.

Insurance maintained by BIJAEMA shall be primary with respect to claims arising out of BIJAEMA's operations on the Subject Property. Nothing in this Lease shall require BIJAEMA's insurance to be primary for claims arising solely from the acts or omissions of BIMPRD.

Section 5.02 PROPERTY INSURANCE – BIJAEMA PROPERTY. BIJAEMA shall, at its sole cost and expense, maintain insurance covering all exhibits, furnishings, audiovisual equipment, interpretive materials, and other personal property owned by BIJAEMA and located within the Visitor Center or elsewhere on the Subject Property.

Such insurance shall be maintained in an amount equal to the full replacement value of such property and shall insure against loss or damage caused by fire and other risks normally covered under a standard property insurance policy.

Section 5.03 PROPERTY INSURANCE – CAPITAL IMPROVEMENTS. BIMPRD shall maintain insurance, at its sole cost and expense, covering the replacement value of the capital improvements located on the Subject Property, including the Visitor Center building, restroom building, amphitheater, and other permanent improvements owned by BIMPRD.

Section 5.04 WAIVER OF SUBROGATION. To the extent permitted by their respective insurance policies, BIMPRD and BIJAEMA each waive any right of recovery against the other for loss or damage to property covered by insurance maintained pursuant to this Lease. Each party shall cause its insurers to recognize this waiver of subrogation.

Section 5.05 ADJUSTMENT OF INSURANCE COVERAGE. No more frequently than once every five (5) years, BIMPRD may review the insurance limits required under this Article. If, in BIMPRD's reasonable judgment, based on comparable facilities and uses, the limits of coverage required under this Lease are no longer adequate, BIMPRD may require BIJAEMA to increase such coverage to reasonable levels consistent with similar facilities.

Section 5.06 FAILURE TO MAINTAIN INSURANCE. If BIJAEMA fails to maintain the insurance required under this Article it will be considered a breach of contract, BIJAEMA's use will be required to cease until coverage is reestablished or the agreement is terminated by the terms of this agreement.

Section 5.07 INDEMNITY. BIMPRD shall indemnify, defend, and hold BIJAEMA harmless from and against any and all claims, damages, losses, or costs (including attorney fees) arising out of or relating to BIMPRD's acts or omissions in connection with its activities of the facilities on the Subject Property; provided, however, that BIMPRD shall not be obligated to indemnify BIJAEMA to the extent any claims arise from the negligence or willful misconduct of BIJAEMA or its officers, trustees, agents, or employees.

BIJAEMA shall indemnify, defend, and hold BIMPRD harmless from and against any and all claims, damages, losses, or costs (including attorney fees) arising out of or relating to BIJAEMA's acts or omissions in connection with its activities or operation of the facilities on the Subject Property; provided, however, that BIJAEMA shall not be obligated to indemnify BIMPRD to the extent any claims arise from the negligence or willful misconduct of BIMPRD or its officers, commissioners, agents, or employees.

Section 5.08 DESTRUCTION OF PREMISES. In the event of a partial destruction of the premises during the term, from any cause, BIMPRD will promptly seek to repair the premises, provided that such repairs can be reasonably assessed and the process for repairing the premises can be initiated within sixty (60) days. Such partial destruction will not terminate this lease. If the repairs cannot be initiated within sixty (60) days, this Lease may be terminated at the option of either party by giving written notice to the other party within the sixty (60) day period.

ARTICLE VI

AFTER HOURS USAGE OF SUBJECT PROPERTY

Section 6.01 Members of BIJAEMA and their guests may have access to the Visitor Center, and may use the nearest available parking and restroom facilities within the park, after normal park hours. This right is conditioned upon BIJAEMA obtaining advance approval from BIMPRD and agreeing to any appropriate conditions for such use. Such approval shall not be unreasonably withheld by BIMPRD.

BIJAEMA shall be solely responsible for properly supervising such use.

Section 6.02 BIMPRD and BIJAEMA shall cooperate and attempt to develop mutually acceptable plans so that events at the Memorial do not unreasonably interfere with public use of the Subject Property or the remainder of Pritchard Park as described in section 1.04 of this agreement.

ARTICLE VII

ATTORNEYS FEES AND DISPUTE RESOLUTION

Section 7.01 PROVISION FOR ATTORNEYS' FEES. In the event it becomes necessary to commence any suit, action or legal proceedings to enforce or interpret this Lease, the substantially prevailing party shall be entitled to recover its costs incurred therein, including an award for reasonable attorneys' fees and costs.

Section 7.02 DISPUTE RESOLUTION. Any grievance or dispute that arises between BIJAEMA and BIMPRD concerning the terms of this Lease which cannot be resolved by normal interaction, shall be resolved with the assistance of a non-binding mediation service such as the Dispute Resolution Center of Kitsap County. If mediation does not resolve the dispute, then the Parties agree to binding arbitration of the dispute. The procedure for binding arbitration will be according to the then applicable rules of the American Arbitration Association. The arbitration award shall be final and binding, and may be entered as a judgment in a court of competent jurisdiction. Any lawsuit arising from this Lease shall be filed and heard in Kitsap County Superior Court.

ARTICLE VIII

NOTICE

Section 8.01 NOTICE. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, by certified or registered U.S. mail, or by recognized courier

service to the addresses set forth below, and shall be effective when received or refused:

DRAFT

If to: Bainbridge Island Metropolitan Park & Recreation District
7686 High Shool Rd NE
Bainbridge Island, WA 98110

If to: Bainbridge Island Japanese American Exclusion Memorial Association
221 Winslow Way West, Suite 102
Bainbridge Island, WA 98110

ARTICLE IX

MISCELLANEOUS TERMS

Section 9.01 WRITTEN CONSENT FOR OTHER USES. BIJAEMA must secure prior written consent from BIMPRD for any uses of the Subject Property that are not reasonably consistent with the terms of this Lease. BIMPRD shall grant or deny any such request within thirty (30) days of receipt thereof, and if not denied within such thirty (30) day period shall be deemed granted.

Section 9.02 ACCESS TO SUBJECT PROPERTY. BIMPRD shall notify BIJAEMA 90 days in advance if an event will take place that will limit BIJAEMA's access to the Subject Property.

Section 9.03 INSPECTION. BIMPRD may inspect any portion of the Subject Property, at any reasonable time, and in any reasonable manner, with reasonable notice to BIJAEMA, except in emergencies.

Section 9.04 ASSIGNMENT AND LIENS. BIJAEMA shall not assign, sublease, sell or otherwise convey any of BIJAEMA's rights under this Lease without the prior written consent of BIMPRD. Consent may be withheld in BIMPRD's sole discretion. If permission is granted, any assignment or sublease or conveyance shall be subject to all of the terms of this Lease.

No lien of any type shall attach to BIMPRD's title to the Subject Property or to BIMPRD's interest in the Subject Property or to any other property owned by BIMPRD. BIJAEMA shall not permit any statutory, mechanics', or similar lien arising from work performed by or on behalf of BIJAEMA to be filed against the Subject Property, the Improvements, or any interest of BIMPRD. If any such lien is filed, BIJAEMA shall cause the lien to be released, bonded off, or otherwise removed within thirty (30) days after receiving notice. BIJAEMA's obligations in this paragraph are in addition to, and not in lieu of, its obligations under Section 5.07 above.

Notwithstanding the foregoing, and subject to the prior written consent of BIMPRD, BIJAEMA may grant a mortgage, deed of trust, security interest, or similar encumbrance solely against BIJAEMA's leasehold interest under this Lease in connection with financing obtained for the planning, development, construction, improvement, or operation of the Memorial or Visitor Center project, including financing associated with grants or loan programs administered by the Washington State Department of Commerce or other governmental or nonprofit funding sources. Any such encumbrance shall attach only to BIJAEMA's leasehold interest and shall not attach to or encumber BIMPRD's fee title to the Subject Property or any other property owned by BIMPRD.

This Section shall also permit the recording of grant covenants, use restrictions, or similar instruments required by governmental funding sources in connection with such financing, provided that such

instruments attach only to BIJAEMA's leasehold interest and do not attach to BIMPRD's fee title to the Subject Property or any other property owned by BIMPRD.

Section 9.05 CONCESSIONS. BIJAEMA shall have the right to sell books, educational materials, commemorative items, apparel, and other merchandise related to the mission and interpretive programs of the Bainbridge Island Japanese American Exclusion Memorial within the Visitor Center and at events held on the Subject Property.

BIJAEMA may also conduct fundraising activities, educational programs, and special events in support of the Memorial and its educational mission. All such activities shall be conducted in a manner consistent with the purposes of the Memorial and the mission of BIMPRD, and shall comply with applicable laws and park regulations.

Section 9.06 INTERPRETIVE PROGRAMS AND COMMERCIAL TOURS. BIJAEMA shall have sole responsibility for interpretive programming, educational tours, and public educational activities conducted within the Subject Property in connection with the Bainbridge Island Japanese American Exclusion Memorial.

No person or entity shall conduct organized tours, interpretive programs, or other guided activities within the Subject Property for compensation or commercial purposes without the prior written consent of BIJAEMA and BIMPRD.

BIMPRD agrees that it will not issue permits or otherwise authorize commercial tour operations, paid guided tours, or similar commercial interpretive activities within the Subject Property without the prior written consent of BIJAEMA.

Nothing in this Section shall be construed to restrict general public access to the Subject Property or informal visits by individuals or groups not engaged in commercial tour activity.

Section 9.07 DISPOSITION OF IMPROVEMENTS UPON EXPIRATION OF LEASE TERM. Upon the expiration of the term of this Lease as such term may be extended or sooner terminated in accordance with this Lease, BIJAEMA shall surrender all fixed improvements together with the Subject Property to BIMPRD. Notwithstanding the generality of the foregoing, BIJAEMA may remove from the Subject Property upon or prior to the expiration of the Lease, any non-fixed property of BIJAEMA, which is not permanently installed on the Subject Property.

Section 9.08 PARTIES BOUND. This Lease, including the attached Exhibits and other attachments, sets forth the entire agreement between BIMPRD and BIJAEMA with respect to the leasing of the Subject Property; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors-in-interest. This Lease may be altered or amended only by written agreement executed by both parties or their legal representatives or, in accordance with the provisions of this Lease, their successors-in-interest.

Section 9.09 GOVERNING LAW. This Lease shall be interpreted in accordance with and governed by the laws of the State of Washington. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against BIMPRD or BIJAEMA.

Section 9.10 RELATIONSHIP. Nothing in this Lease creates a partnership, joint venture, agency relationship, or other association between BIMPRD and BIJAEMA.

Dated this 1st day of April, 2026

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

By: _____
Chairperson, Board of Directors

BAINBRIDGE ISLAND JAPANESE AMERICAN EXCLUSION MEMORIAL ASSOCIATION

By: _____
Chairperson, Board of Directors

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

Account Type	2025 Board Approved	2025 Amended	2025 Actual	Difference
Tax Revenue	9,430,229.00	9,430,229.00	9,376,694.00	(53,535.00)
Admin	117,891.00	117,891.00	266,295.20	148,404.20
Parks	773,729.00	773,729.00	646,555.51	(127,173.49)
Recreation	6,102,158.00	6,102,158.00	5,907,058.00	(195,100.00)
Total Revenue	16,424,007.00	16,424,007.00	16,196,602.71	(227,404.29)
Admin	3,810,452.00	3,810,452.00	3,582,751.00	227,701.00
CIP Transfer	3,533,000.00	3,533,000.00	3,146,341.00	386,659.00
Parks	3,403,211.00	3,468,211.00	3,546,921.52	(78,710.52)
Recreation	7,002,700.00	7,002,700.00	6,977,210.08	25,489.92
Total Expense	17,749,363.00	17,814,363.00	17,253,223.60	561,139.40
(Deficit) Surplus	(1,325,356.00)	(1,390,356.00)	(1,056,620.89)	(788,543.69)

Fund	Total cash and investments 12/31/2025	Ending	Ending Balance with Restrictions	Notes
		Unrestricted Balances 12/31/2025		
General Fund	7,388,525.21	7,395,988.21	7,463.00	Customer refunds still held by District at the customers request
Capital Fund	10.23	-	10.23	Committed to Capital expenditures
Land Acquisition fund	205,522.78	157,522.78	48,000.00	Restricted to Land Acquisition or improvements
Turf Field Replacement Fund	195,598.10	-	195,598.10	Committed to Field replacement or Maintenance
Debt Service Fund	998,175.35	-	998,175.35	Restricted to debt service of voted debt

Bainbridge Island Metro Park and Recreation District

Budget versus Actual - CIP 2025

PROJECT	DISTRICT FUNDING	OTHER FUNDING	TOTAL FY 25 BUDGET	FY 25 ACTUAL	Comment
(2024) Nakata Boiler Maintenance*	\$54,261.48		\$54,261.48		invoice came in too later for 2024 expense
(2024) Nakata Pool Liner*	\$16,396.38		\$16,396.38		retainage release for Nakata Pool Liner project
Ballfield Improvements	\$15,000.00		\$15,000.00	\$10,025.01	carry forward remainder (contractor couldn't start work until January)
BIJAEMA Visitor Center		\$0.00	\$0.00		
BPP Bathroom & Septic System	\$30,000.00		\$30,000.00	\$26,719.93	
BPP Tennis/Pickleball Conversion		\$137,915.92	\$137,915.92	\$70,072.00	agreement
District Wide Court Resurfacing	\$15,400.00		\$15,400.00	\$15,397.20	weather delayed one court to be completed and finished next year (carry forward remainder)
Eagle Harbor Sail Float	\$0.00	\$0.00	\$0.00		
Eagledale Shelter Roof	\$8,052.14		\$8,052.14	\$8,052.14	
EV Stations		\$0.00	\$0.00		
Meigs Trail Improvement (Boardwalks)		\$0.00	\$0.00		
Moritani Habitat		\$0.00	\$0.00		
Nakata Slide Interior Recoat/Repair	\$170,000.00		\$170,000.00	\$169,459.31	board approved overage, retainage has not been released yet
Nakata Slide Staircase	\$146,872.32		\$146,872.32	\$146,872.32	completed
Nakata Solar Panels (Feasibility)	\$0.00		\$0.00		
RWP Loan Repayment	\$0.00		\$0.00		no loan secured per board
RWP Planning	\$288,172.85		\$288,172.85	\$284,741.02	
RWP Upgrades	\$2,349,632.93	\$0.00	\$2,349,632.93	\$2,349,632.93	board directed to not pursue loan
Sakai Tennis Court		\$70,000.00	\$70,000.00	\$51,948.86	
SH Skate Bowl Painting	\$32,641.17		\$32,641.17	\$32,641.17	
Strawberry Hill MTB Park	\$37,476.00	\$433,748.47	\$471,224.47	\$471,224.47	split cost of change order, plus 2024 expense for engineering not paid in 2024 (billed too late)
Strawberry Hill Skate Park		\$0.00	\$0.00		
(2024) Willams Olson*		\$10,000.00	\$10,000.00		Money left from 2024 funds
TOTAL	\$3,163,905.27	\$651,664.39	\$3,815,569.66	\$3,636,786.36	