Minutes

Thursday June 9, 2011

Orcas Island Park and Recreation District Commission Regular Public Meeting, Thursday June 9, 2011 The Funhouse 30 Pea Patch Lane, Eastsound WA 12:00 P.M. - 2:00 P.M.

I. <u>CALL TO ORDER</u> (12:00)

Martha Farish, Chairman

Roll call:

Seat 1: Vicki Vandermay

Seat 2: Bob Eagan

Seat 3: Martha Farish

Seat 4: Jim Bredouw

Seat 5: Ian Lister

II. UNFINISHED BUSINESS (12:05)

1. Previous Minutes - Ian

The Minutes for May 26 were approved with minor revisions A minutes workshop was scheduled for July 12, Tuesday, at Enzo's for 4:00

- 2. Request for Proposals Ian
- 3. OIRP equipment, letter from SJC Auditor: Vicki

Fwd: Orcas Rec surplus equipment OIRP Inventory 2011

Discussion: cost of the SJC Auditor's list of equipment.

Richard Fralick (SJCC Chairman) offered to the assembly, that the auditor would now be willing to sell the equipment at the legal minimum surplus value, approximately \$342 or so, and that payment could be deferred until such time as OIPRD begins collecting tax revenue. A brief discussion ensued regarding the nature and condition of the equipment.

Motion: To agree to the SJC Auditor's price, not to exceed \$400, and authorize Bob to convey this to the Auditor

- Jim, Ian
- deliberation:...
- no vote

Motion: To authorize Bob to agree to purchase the old Orcas Rec inventory list for the minimum surplus value by law, not to exceed \$400, and to be paid at the same time as the February Election fees or before.

- Jim, Ian
- deliberation: none
- unanimously aye

Discussion: Donors

Jim had received a check for \$1000 which the donors had intended to be used to buy the items on the SJC Auditor's list. Since another source had been found, and since the cost for the items had been reduced, Jim proposed that he talk with the donor and see if they would prefer to have the check returned, or kept by OIPRD to begin a special fund reserved for equipment, and equipment maintenance. The donor had decided that OIPRD should use the check for the special equipment fund, and we agreed to this.

4. Buck Park, Eastsound Water Users Assoc. - Bob

EWUA-OISD Well Agreement ESWD-EWUA Lease Water Right Cert G1-00438C Water Rights Cert 3090-A

Discussion: Should the water right at Buck Park travel with the property or with ownership of the property?

- \$3000 / year is the cost estimated for Buck Park needs
- \$7500 / year is the current cost to the OISD
- the water use contract with EWUA sunsets in 2012, we need to hash out the OISD / OIPRD agreement in advance of this (at least 6 months).
- Should we seek dominion over the well, or renegotiate w/ EWUA for rights?
- Moving forward, Bob recommends forming a committee to investigate:

Bob Eagan Scott Lancaster OISD Paul Caymen EWUA Brian Ermantrout EWUA

5. OICF grant award - Martha

Martha reports that OIPRD has been granted \$2,500 from OICF for the purpose of paying one years insurance premiums with Enduris.

Motion: That OIPRD accept the grant form OICF.

Martha, 2nd Bob

- deliberation: none
- unanimously aye
- 6. Budget discussion: new budget draft-may 26 version Jim

III. PUBLIC COMMENT (1:05)

Comments, Concerns, Ideas

IV. NEW BUSINESS (1:20)

8. Inter local agreement w/ OISD, Island Rec's inter local agreement examples - all school district gym (2) school districtInterlocal 6-22-09 - Final RCW 39.33.060 -Transfer of property or contract for use for park and recreational purposes.

V. ADJOURNMENT (2:00)

Motion: To adjourn

- Bob, Vicki

deliberations: none

unanimously aye

Addenda:

Fwd: Orcas Rec surplus equipment

OIRP Inventory 2011

EWUA-OISD Well Agreement

ESWD-EWUA Lease

Water Right Cert G1-00438C

Water Rights Cert 3090-A

new budget draft-may 26 version

school district gym (2)

school districtInterlocal 6-22-09 - Final

RCW 39.33.060 -Transfer of property or contract for use for park and recreational purposes.

Regular Public Meeting minutes for June 9, 2011

Approved by motion on this 18 th day of October ,20N2

Signed and attested this 18th day of October, 20112

In Show Sest

Ian Lister, Commissioner #5,

Secretary

Martha Farish, Commissioner #3,

Martha Bush

Chair

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hibject: Orcas Rec surplus sports equipment

From: "OIPRD Secretary" < oiprd@rockisland.com>

Date: Sat, May 28, 2011 11:11 am

To: <oiprd@oiprd.org>

Attach: image001.jpg

OIRP Inventory 2011.xis

migrated from oiprd@rockisland.com 20110528

From: Bob Eagan [mailto:bob@coldspringresource.com]

Sent: Tuesday, May 10, 2011 8:47 AM

To: OIPRD Site

Subject: FW: Orcas Rec surplus sports equipment

FVI

Hi C's, we may want to add this to our agenda. 5-12

Bob

R. A. Eagan, President Coldspring Resource Management, Inc. 828 Eastman Rd Eastsound, WA 98245

VOICE 360.376.2769 FAX 888.523.8869

From: Milene Henley [mailto:Mileneh@sanjuanco.com]

Sent: Tuesday, May 10, 2011 8:01 AM

To: bkline@orcas.k12.wa.us; orcasairport@rockisland.com; bethwg@interisland.net; Bob Eagan, Orcas Rec; office@sanjuanems.org; Cynthia Stark-Wickman; clacher@sjlib.org; cferran@orcas.k12.wa.us; jdshannon@centurytel.net; ddallas@shaw.k12.wa.us; helenc@portoflopez.com; Jim Cole, SJI EMS; j.byington@sanjuanislandscd.org; judy@lopezlibrary.org; lpray@lopezlibrary.org; marilyno@portfridayharbor.org; mpugh@orcaslibrary.org; chiefharris@yahoo.com; pamelah@interisland.net; Bob Eagan, Orcas Rec; fishermanbay@centurytel.net; pheikkinen@orcaslibrary.org; phyllisj@portfridayharbor.org; ricka@orcasfire.org; play@islandrec.org; woodlawncemetery@rockisland.com; shaunar@portfridayharbor.org; csj@rockisland.com; chief@sjifire.org; eastsoundsewer@rockisland.com; lopezfire@lopezfire.com

Cc: Kathryn Hansen

Subject: Orcas Rec surplus sports equipment

Hi, all,

Please see attached a list of sports equipment formerly used by Orcas Island Rec Program, operated by San Juan County Parks. The equipment is no longer needed by the County, and is being offered for sale to any local governmental jurisdiction that can use it. The asking price is \$1,000.

Please refer questions to Kathryn Hansen in County Parks at (360) 370-7459, or

kathrynh@sanjuanco.com.

Thanks, Milene

F. Milene Henley

San Juan County Auditor (360) 370-7558

 ${\sf P}$ SAVE PAPER - Please do not print this e-mail unless absolutely necessary

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QIY Item	Year Cost ea	Value new	Note	
130 Frisbees	5.69	739.70	130 individually wrapped, "Orcas I	739.70 130 individually wrapped, "Orcas Island Ultimate" with orca graphic. p/u 11/8/2010-in Parks office
3 hand pumps for balls, 1 needle	3.00	9.00	9.00 p/u 11/8/2010-in Parks office	
1 mini first aid kit	4.99	4.99		
1 standard first aid kit, bandages, no ointments	20.00	20.00	20.00 p/u 11/8/2010-in Parks office	
2 stop watches-1 Sportline, 1 Sportcraft	16/6.00	22.00	22.00 p/u 11/8/2010-in Parks office	2/11/2011 loaned to Friends of Moran -Michel Vekved + loaned shed key.
	2003 1348.00	1348.00	1348.00 in storage shed at Orcas school	
6 goal posts (4 lightweight aluminum and 4 heavier metal)	390.00	2340.00		
8 8-12 soccer nets	25.00	200.00	200.00 in storage shed at Orcas school	
34 soccer balls	15.00	510.00	510.00 in storage shed at Orcas school	
500 estimate 500 small disk cones	1.00	500.00	500.00 in storage shed at Orcas school	
39 small orange cones	2008 1.66	64.74	64.74 in storage shed at Orcas school	
12 large orange cones	10.00	120.00	120.00 in storage shed at Orcas school	
11 poles with flags	20.00	220.00	220.00 in storage shed at Orcas school	
29 old sponsor t-shirts	خ		in storage shed at Orcas school	
75 mesh jerseys, various colors	٥		in storage shed at Orcas school	
3 goaly jerseys	٥		in storage shed at Orcas school	
2 ref jerseys	2		in storage shed at Orcas school	
3 large bags of chalk	٠		in storage shed at Orcas school	
31 cans of chalk line paint	خ		in storage shed at Orcas school	
4 racketball paddles	20.00	80.00	80.00 in storage shed at Orcas school	
2 tennis rackets	40.00	80.00	80.00 in storage shed at Orcas school	
12 basket balls	12.00	144.00	144.00 in storage shed at Orcas school	
2 cases of golf clubs with bags	155.00	310.00	310.00 in storage shed at Orcas school	
1 pop up tent (not sure if all the parts are there)	٥-	00.0	0.00 in storage shed at Orcas school	
7 mesh ball bags	17.00	119.00	119.00 in storage shed at Orcas school	
10 tennis balls	0.83	8.30	8.30 in storage shed at Orcas school	
30 ~30 soccer books donated by challenger sports (how-to books for coaches)	(\$6		in storage shed at Orcas school	
13 pairs of used kids cleats	19.00	247.00	247.00 in storage shed at Orcas school	
3 pairs of used shin guards	7.00	21.00	21.00 in storage shed at Orcas school	
		\$7,107.73		
most likely soccer items				

LEASE OF WATER RIGHTS BETWEEN EASTSOUND WATER USERS ASSOCIATION AND ORCAS ISLAND SCHOOL DISTRICT May 16, 2007

This Lease is entered into by and between Eastsound Water Users Association, a Washington Non-Profit Corporation, ("EWUA") and The Orcas Island School District, a Washington State Public School District, ("OISD") on this day of May 17, 2007.

Purpose of Lease:

EWUA and OISD have entered into this Lease to allow OISD to withdraw ground water from the Eastsound Aquifer via a well ("the Well"), constructed and owned by OISD on its property for the sole purpose of irrigation of the play fields of the OISD at Buck Park. The water to be withdrawn by OISD pursuant to this Lease is covered by the water rights owned by EWUA and the right of withdrawal is expressly conditioned by the terms of this Lease.

By executing this Lease, OISD covenants to neither undertake effort or support efforts to challenge or seek control over water rights legally allocated to or leased by EWUA.

Location of Point of Diversion:

The withdrawal of water from the Eastsound Aquifer that is authorized by this lease is to be solely via the Well, constructed and owned by OISD on its property for this purpose. The location of the Well is legally described at Attachment A to this Lease and as also shown on the sketch map appended to Attachment A.

Term of Lease:

The term of this Lease is for Five Years from the date of execution of this Lease by both parties, unless extended by mutual agreement, as provided herein. Notice of the desire to extend this Lease shall be provided to EWUA by OISD within 6 months of the completion of the existing term of the Lease. Any extension shall be in writing and shall be in the sole discretion of EWUA on terms and conditions acceptable to both EWUA and OISD.

Amount of Water That Can Be Withdrawn:

Withdrawal of water from the Well shall not exceed 7 (seven) million gallons in any irrigation season. (For this purpose, an "irrigation season" shall be from no earlier than April 1 to no later than October 31 of the same year.)

Withdrawal from the Well shall not exceed the rate of 75 gallons per minute and water shall not be withdrawn in excess of 45,000 gallons on any given day.

Payment for Development of Well:

Within 10 days of execution of this Lease, EWUA shall provide written documentation of the costs incurred by EWUA in developing the Well. Within 30 days of receipt of this information, OISD shall pay EWUA the documented costs not previously paid by OISD as complete and final reimbursement to EWUA. OISD shall have complete responsibility for all of its own costs in developing, operating and maintaining the well and the appurtenant irrigation works on OISD property.

EWUA will not seek payment from OISD for any and all water previously drawn from the well prior to the initiation of this agreement.

EWUA will provide OISD with a letter upon signing of this agreement that expressly conveys that OISD is the sole owner of the said "Well".

Responsibility for Operation of the Well and All Appurtenant Irrigation Works:

OISD shall have full responsibility for operating and maintaining the Well and all of OISD's irrigation works. EWUA does not make or offer any warranty that the Well will operate to the satisfaction of OISD or that the Well will produce the quantity of water authorized for withdrawal by this Lease or of a quality suitable for OISD's purposes.

If the Well does not operate to OISD's satisfaction or does not produce the quantity of water authorized by this lease, or the quality of water suitable for OISD's purposes, OISD reserves the right to terminate this Lease and acquire water from another source or entity.

OISD agrees that should it terminate this agreement due to unsatisfactory water quality or quantity issues, and should the well remain dormant for a period of 3 years, OISD will at its sole expense have the well professionally decommissioned for the purposes of protecting the Eastsound Aquifer.

Monitoring of Use of the Well by EWUA:

EWUA is authorized and will, at its sole cost and expense, install, maintain, service and replace as needed, a water meter at the well head. EWUA will read this meter for purposes of measuring water withdrawal by OISD (and also to monitor the condition of the East Sound Aquifer.)

EWUA will log and graph all meter readings and will make the logs and graphs available to OISD upon request.

EWUA is authorized to access the wellhead at all times for purposes of maintaining the meter and to monitor use of the well. It is the intent (but not the obligation) of EWUA to monitor the well on all weekdays during the irrigation season.

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funding being available;

OISD grants EWUA permission to install in the well, at EWUA's expense, a "data logger" for the purposes of monitoring the water levels of the Eastsound Aquifer. EWUA will read this data logger and use its' finding in reports on the condition of the aquifer. OISD will have access to all data logger findings.

Payment for Use of Water:

EWUA will invoice OISD monthly and OISD agrees to pay EWUA according to the following fee schedule:

- \$ 2.00/thousand gallons of water withdrawals from the well up to 5 million gallons in any irrigation season.
- \$4.00/thousand gallons of water withdrawals from the well between 5 million and 6 million gallons in any irrigation season.
- \$6.00/thousand gallons of water withdrawals from the well between 6 million and 7 million gallons in any irrigation season.

Payment is due within 30 days of invoice date. Late payments will be subject to an interest charge of 1.5 % per month. Should payment be delinquent beyond 60 days EWUA will notify OISD via certified mail that it has 5 business days to make payment before the lease is terminated.

Best Irrigation Practices by OISD:

OISD covenants to use best irrigation practices to minimize the use of ground water from the Eastsound Aquifer for irrigation purposes. Best irrigation practices shall include the following:

- Water from Well to be used only as necessary, to supplement rain fall during the irrigation season;
- In no event will usage exceed 1 acre-inch per week (27,000 gal/acre/week);
- OISD to irrigate between 9PM and 7AM to minimize water loss due to evaporation. EWUA utilizes the 75 GPM withdrawal rate at other wells for their domestic membership commitments during the daytime 7AM-9PM period.
- OISD to install, maintain and use rain gauge sensors to assure Well water is not used if there is sufficient moisture in the ground;
- OISD to make best efforts to minimize or eliminate use of water from the
 Well, including, but not limited to, reprogramming use of its fields to target
 irrigation to fewer fields in active use; use of gray water for irrigation; using
 soil additives to aid in moisture retention; and, use of artificial turf, subject to
 funding being available;

Additional Considerations

- OISD to diligently pursue elimination of use of ground water for irrigation purposes by the year 2012;
- OISD sprinklers and water delivery system to be designed, installed, operated and maintained by OISD not to exceed the water withdrawal limits contained in this Lease;
- Withdrawals of water from the Well limited to within the irrigation season from no earlier than April 1 to no later than October 31 of the same year;
- Maximum acreage to be irrigated: 8.5 Acres;
- OISD to provide seven days advance notice to EWUA of its commencement of irrigation in any irrigation season; **
- OISD will notify EWUA in advance of the intended application any turf care
 product such as fertilizer, herbicide, insecticide, or chemical treatment.
 Should EWUA protest the application, OISD will have the obligation to
 provide evidence or expert witness that such application will present no threat
 to groundwater quality.

Authority of EWUA to Limit or to Curtail Withdrawal from the Well:

It is expressly understood by OISD that EWUA may interrupt or limit withdrawal from the Well during times of drought and during periods of peak withdrawal from other wells in the Eastsound Aquifer, including, but not limited, to wells of others and those of EWUA. EWUA may also interrupt or limit withdrawal from the Well if any other well that is owned or operated by EWUA is being impaired by withdrawals by OISD from the Well, pursuant to this Lease. EWUA agrees to provide OISD evidence for the justification of any such interruption or limitation of withdrawal.

In the event an interruption or a limitation on withdrawal is necessary, EWUA shall endeavor, except in cases of emergency, to provide 48 hours advance notice to OISD of any interruption or limitation of withdrawal of water pursuant to this Lease.

Cancellation of Prior Agreements and Understandings:

This Lease supersedes all prior agreements, oral or written.

Termination:

by OISD:

OISD may terminate this Lease on 10 days written notice to EWUA if OISD no longer needs the water for the irrigation of its property. Upon termination of this Lease, any outstanding billings for use of water shall be paid to EWUA.

OISD may also terminate this Lease if EWUA has materially breached any of the terms of this lease,

by EWUA:

EWUA may terminate this lease if it provides evidence that continued withdrawals of water from the well jeopardize EWUA's ability to use its water rights in the Eastsound Aquifer for their primary and paramount purpose – the supply of potable water to the Members in EWUA

EWUA may also terminate this Lease if OISD has materially breached any of the terms of this lease, including but not limited to the Best Irrigation Practices contained herein for the use of the Well and appurtenant irrigation works.

Amending this Lease:

Any amendments to this Lease, including any extensions shall be in writing and signed by duly authorized representatives of both parties.

Disputes

Any disputes regarding the meaning, interpretation or performance of this Lease by either party shall be submitted to binding arbitration for resolution. Arbitration shall be administered by the American Arbitration Association, pursuant to its Commercial Rules, then in effect. The dispute shall be heard by a single Arbitrator, appointed by the Association for this purpose. The place of the arbitration shall be San Juan County, WA. The substantially prevailing party in any arbitration shall be entitled to an award of attorney's fees and the costs of the arbitration.

This Lease shall be governed by the laws of the State of Washington.

Executed, this 22^{ND} day of May, 2007.

Eastsound Water Users Association, Inc. a Washington Non-profit Corporation By:

Virginia Stawker Its President 5-22-07

Orcas Island School District, a Washington Public School District

Bv:

i k

Its Tony P. Chazel, Brand Chairman

SUCCESSOR LICENSE AGREEMENT FOR USE OF WELLS AND WATER RIGHTS

This agreement is entered into this __ day of May, 2007, by Eastsound Sewer and Water District ("District"), a Washington municipal corporation and Eastsound Water Users Association ("Association"), a Washington non-profit corporation.

RECITALS:

- A. District is a water and sewer district organized and existing under RCW Title 57. District provides sewer service throughout the unincorporated areas known as Eastsound and Orcas Village on Orcas Island, San Juan County, Washington. District is the only municipal utility provider on Orcas Island. District sewer facilities protect water quality in both ground and marine waters and the District is a steward of the aquifers in its service areas.
- B. Association, as a private IRC Sec. 501(c)(12) non-profit corporation, owns and operates water source, storage, pumping and distribution facilities and provides retail water service in the Eastsound area.
- C. District owns a parcel of land ("Property") upon which are situated two operational wells including pumps, well houses and appurtenances ("District's Wells"). The Property is legally described as follows:

A parcel of land described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 13, Township 37 North, Range 2 West, W.M., thence South along the center of the county Road 328 feet, thence West 15 feet to the West boundary of the County road, which is the true point of beginning, thence continue West 85 feet, thence South 100 feet, thence East 85 feet, thence North 100 feet to point of beginning, otherwise described as the North 100 feet of the East 85 feet of Tract Twenty-Three (23) of Eastsound Five Acre Tracts, a subdivision of records on the plat thereof on File in the office of the Auditor of San Juan County, at Page 21, Volume 1 of plats; situate in San Juan County, WA.

District owns water right certificates Nos. 3090A, dated June 21, 1954 and 00438C, dated July 7, 1970 ("District's Water Rights") issued by the Washington State Department of Ecology ("Ecology") that authorize the withdrawal of ground water by the District in various sections and portions of sections of land in the Eastsound area including the District's Wells. The District's Water Rights authorize the use of ground water for domestic water supply purposes in the Eastsound area.

- D. Association agrees to use the District's Water Rights so it may withdraw ground water from the Eastsound area aquifers to serve the residents of Eastsound. Association has the ability to use the District's Wells in conjunction with Association wells to fully utilize the District's Water Rights and Association water rights. The District desires to allow Association to use the District's Wells and District's Water Rights for the term of this agreement.
- E. District and Association previously entered into that certain License Agreement dated December 11, 1998, ("Previous License Agreement") authorizing Association's use of the Property and Wells. The Previous License Agreement has expired. Now, therefore,

In consideration of the mutual premises herein contained, the parties hereby agree as follows:

- 1.0 <u>Grant of License; Description of Premises.</u>
 District hereby grants to Association permission, subject to the terms and conditions of this Agreement, to:
- (a) Access and use the Property for the purpose of operating, maintaining and repairing the Wells; and
- (b) Exclusively use the District's Water Rights by withdrawing water from the District's Wells utilizing the pumping and treatment equipment on the Property for redistribution and sale for domestic supply purposes within Association's approved water service area subject to the terms and conditions of the District's Water Rights.

Association shall have no right to use the Property, the District's Wells or the District's Water Rights for any purpose except as expressly authorized by this Agreement.

District shall have reasonable access to the District's Wells for inspection, monitoring and other reasonable purposes.

- 2.0 <u>Term</u>. This agreement shall have a term of ten (10) years commencing May 15, 2007 and shall automatically terminate on May 14, 2017, unless earlier terminated pursuant to the provisions of this Agreement.
- 3.0 <u>License Payment</u>. Association shall pay District in consideration of this license the sum of Ten Thousand Dollars (\$10,000) per year for each year of the term hereof. District shall issue an invoice for the annual payment and the payment shall be due no later than fifteen (15) days after issuance. Each annual payment shall be due and payable on every annual anniversary. Interest shall accrue at eight percent (8%) per annum on delinquent amounts. Each payment shall be deemed to be fully earned upon receipt by District.
- 4.0 <u>Use; Maintenance; Repairs</u>. Association shall use due care in using the Property and improvements consistent with municipal utility standards. Association shall operate the District's Wells in a careful manner so as to not damage the pumping equipment, well screens and casings. Association shall maintain the Property and improvements on the Property consisting of well houses, water pumping and distribution facilities, gates, fences and parking areas, in good condition in a reasonable manner consistent with municipal utility standards. Association shall perform all necessary maintenance to the Property and improvements and make all necessary repairs and replacements at Association's sole cost and expense. Association shall not make any alterations to the Property without the prior written consent of District.
- 5.0 <u>Compliance with Rules and Laws; Reporting.</u>
 Association shall comply with all applicable federal, State and

local laws and ordinances. Without limiting the generality of the foregoing, Association shall:

- (a) Be solely responsible for the quality of the water from the District's Wells and shall comply with applicable Federal and State standards regarding water quality and treatment;
- (b) Meter the District's Wells and maintain accurate records of all water consumption from the Wells; and
- (c) Comply with State and local laws and ordinances pertaining to water system operations and planning applicable to Class A water systems.

Association shall report to District, on at least a quarterly basis, all water withdrawals from the District's Wells and all other withdrawals of water pursuant to the District's Water Rights and provide District with water quality reports and all other reports pertaining to water quality as required by the State of Washington.

- 6.0 <u>Water Rights</u>. Association shall comply with all laws pertaining to the withdrawal of water and the terms and conditions of the District's Water Rights. Association shall conform to municipal utility standards in pumping the District's Wells so as to not substantially deplete or damage the aquifer from which the District's Wells withdraw water. Association shall make continuous use of the District's Water Rights and not allow them to become relinquished or abandoned.
- Association, the Association hereby agrees to indemnify and defend District from and against all claims, obligations, demands, judgments, penalties and other obligations arising out of the use of the Property and the Water Rights by Association and its agents, contractors, employees, officers, invitees and directors. The obligations under this provision extend to any claim, demand, or cause of action brought by or on behalf of any of Association's employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of Association's immunity under Washington's Industrial Insurance act,

RCW Title 51, with respect to District only and only to the extent necessary to provide District with a full and complete indemnity of claims made by the other Party's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

8.0 <u>Insurance</u>. Association shall maintain not less than One Million Dollars (\$1,0000,000) of liability insurance with a good quality insurance company(ies) duly licensed to do business in the State of Washington. District shall be named as an additional insured on all such policies.

Association shall insure the structures and all improvements for their replacement value with a good quality insurance company (ies) duly licensed to do business within the State of Washington. District shall be named as an additional insured on all such policies.

- 9.0 <u>Destruction</u>. In the event of partial or full destruction of the District's Wells under circumstances covered by insurance, Association shall repair or replace the improvements. During the period that the District's Wells are not operational, Association may continue to use the Water Rights at Association's other wells and the annual license fee due hereunder shall not be abated.
- agreement for any reason shall require Association to (a) quit and vacate the Property and remove all personal property that is not affixed to the Property, and (b) cease using the District's Water Rights, whether at the location of the District's Wells or other locations. If written acknowledgement of the fact of this termination is required by any local or state agency then Association shall promptly provide such acknowledgement. The Property shall be left in good condition, reasonable wear and tear excepted. All improvements and alterations to the Property made by the Association during the term of this agreement, or previously, shall be deemed to be affixed to the land and Association shall not be permitted to remove them without the

prior written approval of the District. Any equipment, fixtures and personal property listed on Exhibit A attached hereto and incorporated by reference as if set forth in full herein shall remain with the Property and become the property of District upon termination. The Association retains the right to remove, at its sole expense, all other equipment and personal property on the Property and located above the surface that can be removed without physically damaging the Property.

- 11.0 Default and Remedies. Any failure to perform an obligation provided herein shall be an event of default. Upon the occurrence of a default, the non-defaulting party may issue notice to cure the default to the defaulting party. The defaulting party shall then have thirty (30) days to cure the default. If the defaulting party fails to cure the default within thirty (30) days, the non-defaulting party may issue notice of default and shall be entitled to exercise any right authorized by law against the defaulting party, including, but not limited, eviction or termination of the Agreement. The non-defaulting party's rights shall be cumulative and none shall exclude any other right authorized by law. The acceptance of benefits or partial performance by one party shall not be deemed to be a waiver of any breach or default. The waiver of any breach or default shall not be deemed to be a waiver of any subsequent breach or default.
- 12.0 <u>Hold-Over</u>. If Association holds over following the termination of this Agreement with respect to the use of the Property and Wells or the Water Rights, the hold-over shall be on a month to month basis and the compensation due District shall be one hundred fifty percent (150%) of the license payment amount set forth in Section 3.0 hereof for each year or partial year of the hold-over period and such amount shall become immediately due and payable upon the annual anniversary hereof.
- 13.0 <u>Notices and Time Periods</u>. Any notice authorized in this Agreement shall be delivered to the business office of the recipient party during normal business hours. All time

periods stated herein are based on calendar days. If a due date falls on a holiday, Saturday or Sunday, the due date shall be automatically extended to the next business day.

- 14.0 <u>Governing Law</u>. This agreement shall be governed by, construed and enforced in accordance with the laws of the state of Washington.
- 15.0 Entire Agreement. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.
- 16.0 <u>Modification of Agreement</u>. The parties may agree to modify any term of this agreement. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing duly signed and authorized by each party.
- Performance. In the event that any action is filed to enforce any terms of this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other amounts awarded the Court, a reasonable sum for the successful party's attorneys' fees as determined by the Court. Jurisdiction shall lie with the San Juan County Superior Court. The parties shall be entitled to specific performance of this Agreement.
- 18.0 Non-assignment of Rights. The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party. This agreement shall not be recorded. During the term of this agreement, neither party shall seek an amendment or change of the Water Rights without the prior written consent of the other party; provided, however, upon termination hereof, District may unilaterally make application with Ecology to change the Water Rights, including but not limited to changes to the

place of diversion/withdrawal and area of use, as District may determine in its sole discretion.

- 19.0 <u>Inspection of Records</u>. The parties shall have the right, on reasonable notice and during regular working hours, to inspect the pertinent records of the other party to determine compliance with this Agreement. This provision shall not apply to privileged communications and information that is exempt from disclosure pursuant to RCW Ch. 42.56.
- 20.0 Condition/Bond Requirement. District has elected to apply the requirements of RCW 57.08.120 to this agreement. This agreement shall not be effective until the notice and hearing provisions of such statute have been satisfied. As required by such statute, Association shall provide to the District a cash deposit in the amount of Two Thousand Dollars (\$2,000.00) to secure the Association's performance of the terms of the Agreement. The deposit shall be held in District's name with the San Juan County Treasurer. Interest on the deposit shall accrue to the benefit of the party entitled to recover the deposit. The deposit shall be returned to the Association upon the expiration of the term hereof if the Associated has fully satisfied its obligations hereunder.
- 21.0 <u>Expiration of Previous License</u>. District and Association hereby confirm that the Previous License Agreement has expired and has no further force or effect. Such agreement is superseded in its entirety by this Agreement.

Executed at Eastsound, Washington on the date first appearing above.

DISTRICT	ASSOCIATION
by: President	by:

person acknowledged that (he/s stated that (he/she) was autho	who appeared before me, and said he) signed this instrument, on oath rized to execute the instrument and of (to of such party for the uses and
day of, 200	ial seal hereto affixed this Notary Public in and for the
	State of Washington, residing at My commission expires
STATE OF WASHINGTON SS	
I certify that I know or have is the person person acknowledged that (he/sl stated that (he/she) was author	satisfactory evidence that who appeared before me, and said he) signed this instrument, on oath rized to execute the instrument and of to be the party for the uses and purposes
WITNESS my hand and officed day of, 200	ial seal hereto affixed this
	Notary Public in and for the State of Washington, residing at My commission expires

EXHIBIT A List of Equipment to Remain

Auditor File #: 2006 0612015

AMDOC

Recorded at the request of:

WA DEPT OF ECOLOGY

on 06/12/2006 at 14:14

Total of

DMT

3 page(s) Fee: \$ 34.00

SAN JUAN COUNTY, WASHINGTON SI A. STEPHENS, AUDITOR

Eastsound Sewer & Water District P.O. Box 640 Eastsound, WA 98245-0640



STATE OF WASHINGTON AMENDED SUPERSEDING CERTIFICATE OF WATER RIGHT

Superseding Certificate auditor File # 2004 0916008

Document Title: Certificate of Water Right

Agency: Department of Ecology

Northwest Regional Office 3190 160th Avenue SE

Bellevue, WA 98008

Applicant: Eastsound Sewer & Water Dist

P.O. Box 640

Eastsound, WA 98245-0640

Reference	Number:

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
July 7, 1970	11045	10548	G1-00438C

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to this is been what the thetein manea approximates make proby to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATERS TO BE APPROPRIATED SOURCE TRIBUTARY OF (IF SURFACE WATERS) Well Field MAX. CUBIC FEET PER SECOND MAX. GALLONS PER MINUTE MAX. ACRE-FEET PER YEAR 40* QUANTITY/TYPE OF USE/PERIOD OF USE Municipal Supply - Continuously Total Ground Water Qi: 235 gpm Total Ground Water Qa: 223 acre-feet per year *Issued as a supplemental supply to Ground Water Certification 3090

LOCATION OF DIVERSION/WITHDRAWAL

Original: Wells 1, 1R and 2:Approximately 382 ft South and 92 ft West of Northwest corner of NE¼ of NE¼ of Sec. 13
Proposed: Point(s) will be within Point-of-Withdrawal area described below

LEGAL DE	ESCRIPTI	ON OF LOCA	TION OF DIVERSION/	WITHDRA	AWAL
1/4 1/4 Original: Tract 24 of plat of Eastsound 5 acre tracts Proposed-See Below	SECTION 13	TOWNSHIP N. 37	RANGE (E. OR W.) W.M. 2 W	W.R.I.A. 02	COUNTY San Juan

PARCEL# 271350025

1/4 1/4	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY
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ADDITIONAL LEGAL IS ON PAGE 2

AMENDED SUPERSEDING CERTIFICATE OF WATER RIGHT

Auditor File #: 2006 0612016

AMDOC

Recorded at the request of:

WA DEPT OF ECOLOGY

on 06/12/2006 at 14:18

Total of

3 page(s) Fee: \$ 34.00

SAN JUAN COUNTY, WASHINGTON SI A. STEPHENS, AUDITOR

Eastsound Sewer & Water District P.O. Box 640 Eastsound, WA 98245-0640



STATE OF WASHINGTON AMENDED SUPERSEDING CERTIFICATE OF WATER RIGHT

Superseding Certificate auditor File # 2004 0916009

Document Title: Certificate of Water Right

Agency: Department of Ecology

Northwest Regional Office 3190 160th Avenue SE Bellevue, WA 98008 Applicant: Eastsound Sewer & Water Dist

P.O. Box 640

Eastsound, WA 98245-0640

Reference Number:

PRIORITY DATE APPLICATION NUMBER PERMIT NUMBER CERTIFICATE NUMBER 3683 3601 3090-A

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

COLUMN	IC WATERS	TO BE APPROPRIA	TED
SOURCE		TRIBUTARY OF (IF SUR	FACE WATERS)
Well Field			······································
MAX. CUBIC FEET PER SECOND	MAX. GAL	LONS PER MINUTE	MAX. ACRE-FEET PER YEAR
QUANTITY/TYPE OF USE/PERIOD OF	USE		
Municipal Supply Continued			
Total Ground Water Qi: 235 gpm Total Ground Water Qa: 223 acre-	-		

Original: Wells 1, 1R and 2:Approximately 382 ft South and 92 ft West of Northwest corner of NE¼ of Sec. 13

Proposed: Point(s) will be within Point-of-Withdrawal area described below

NATIONAL PROPERTY.		1	TION OF DIVERSION/	WILLIDK	AWAL
Original: Tract 23 of plat of Eastsound 5- acre tracts Proposed-See Below	SECTION 13	TOWNSHIP N. 37	RANGE (E. OR W.) W.M. 2 W	W.R.I.A. 02	COUNTY San Juan

PARCEL# 271350025

4 1/4			PERTY ON WHICH W		TO DE COED
74 174	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	W.R.I.A.	COUNTY

ADDITIONAL LEGAL IS ON PAGE 2

AMENDED SUPERSEDING CERTIFICATE OF WATER RIGHT

COPY

PLEASE READ FIRST!

Welcome to the latest DRAFT revision of the OIPRD budget proposal.

As with all budgets, there are a number of assumptions made to create rting point. Any of these can and will occasionally be altered. spreadsheet is tied to the teal colored cells below and any change n these will be reflected throughout the entire spreadsheet. This will allow the long term effect of suggested changes to be known immediately. If you do make any changes, please change the name and date in the boxes below, so everyone reading this will know which budget version they're looking at. Otherwise, it will become most confusing when it

doesn't match previous drafts and versions of proposed budgets out there.

Person or organization responsible for this draft:

Jim Bredouw

Date of this draft:

5/26/11

First up is how much OIPRD is planning to borrow, if any, in order to maintain some of the programming before full funding begins in late Spring, 2012. One suggestion is to procure a rented space, hire a half-time director and pay for some basics this year (office equip. and supplies, insurances, cursory Buck Park refurb, legal/acct., etc) Pete Moe has also made a proposal to subcontract the Funhouse to temporarily handle management, signup, publicity and administration of many to most of the programs that OIPRD hopes to have on its full time roster come mid-2012 for a period of 1 year. for the purposes of this particular draft, I am assuming that OIPRD picks this option. I am estimating that it would cost OIPRD **\$55k** (Dir.: \$28k; Rent: \$10k; Ins. \$6k; Office eq \$5k; mailing \$5k; misc. \$1k) on it's own and \$25k if subcontracting the FH (which includes a \$1k insurance supplement and \$2k mailing supplement). Below also assumes borrowing from a private lender repaid straightline over 36 months.

Assumptions

July 1, 2011-June 30, 2012 'gap' budget*

July 1, 2011-Julie 30, 2012 gap budget		
FH subcontract: The 'go it alone' option (i.e., if picked use \$55k on this line):	\$30,000 \$0	
Website development:	\$1,000	
Legal/acct.: Add'l office eq./software: Buck Park cursory refurb: Misc. Temp. gap budget:	\$5,000 \$10,000 \$10,000 <u>\$2,000</u> \$58,000	
Amount actually borrowed (on July 1, 2011):	\$65,000	NATE OF
The presumed interest rate on this gap loan:	3.00%	

Other assumptions

Amount of taxable real estate on Orcas Annual percentage rise: Annual amount of new construction Payroll taxes/FICA/Medi, etc. as % of gross pay Amount collected of public monies per guarter

\$2,762,016,270 1.00% \$10,000,000 13.00%

Q1:	1.00%
Q2:	47.00%
Q3:	6.00%
Q4:	46.00%
	100 00%

this represents not the total budget est. but the 'supplement' that will need to be spent over this largely unfunded first year in excess of revenues in order to keep core, break-even programs in operation until public funding is fully available in mid-2012

OIPRD Budget draft

Income

Loan proceeds Donations Rental/Lease (Buck/Gyms/Pool/FH, etc.) (assumes successful neg. w/OISD) Participant fees

Grants Public Funds Team/corporate sponsorships

TOTAL INCOME:

Expenses

ONE-TIME EXPENSES

Capital one-time purchases Refurb of Buck Park Pre-school playground Purchase of office equip Resurface tennis courts Tenant improvements / bldg. mat. FH subcontract admin. Etc. Skatepark refurb Purchase of rec. equip. Signage

Letterhead/Office Supplies Misc./unknown One-time setup fees

Legal Acct Website development Ballot/promo/domaines reimburse

ONGOING EXPENSES

STAFF OIPRD Director Dir. payroll taxes OIPRD Asst. Director (Asst. Dir. 13% payroll taxes/FICA/Medi)

Health insurance dir. Stipend **ADMINISTRATIVE**

Accounting / auditing **Fundraising** Summer Event Mailing Insurances

Other Building lease

Event rental fees (FH/OISD/Christian S.) Office Supplies/Equip./Printing/Mailing Utilities Web mgr. Gap Loan interest:

Gap Loan principal repayment: Reserve / contingency

ESSENTIAL-Parks

Contract greens maint. Spinkler & general repair / maint. E/S water Toilets/garbage fees

Reserve / contingency **ESSENTIAL-Programs**

Swim lessons/senior aerobics Teen Night

After School Reserve / contingency

IN/OUTDOOR REC. PROGRAMS

Instructors Contract AV tech Low income scholarships Reserve / contingency

TOTAL EXPENSES:

Income: \$78,000

Bank balance: \$20,350

Q2 2011 Q3 2011 Q4 2011 \$65,000 \$0 \$0 \$1,500 \$1,000

\$13,800

Annual total 2011

\$5,000 \$2,500 \$0 \$0 \$0 \$1,500 \$1,500

\$73,000 \$5,000

\$20,000 \$10,000 \$5,000

\$7,500 \$7,500

\$500 \$500 \$1,625 \$625

\$625 \$625 \$500 \$500

\$0 \$0 \$0

\$0 \$0 \$0

\$2,500

\$500 \$500

\$3,900 \$1,300

(instructor/pool rental) (2 supervisors only

Normal plus D & O

(2 supervisors only

\$1,300 per mow/weedea

Net: Bank balance:

\$0 \$52,650 \$0 \$20,350 \$0

\$20,350 \$13,800

\$11,550

Annual total 2011 Expenses: \$64,200

\$9,323	\$59,790	\$6,219	\$74,221 total 2012 \$332,081	\$21,082	\$64,225	\$16,032	\$84,377 total 2013 \$337,867	\$29,453	\$72,319	\$29,771	\$108,671 total 2014 \$341,703	\$51,059	\$103,767	\$58,803
Q1 2012	Q2 2012	Q3 2012	Q4 2012	Q1 2013	Q2 2013	Q3 2013	Q4 2013	Q1 2014	Q2 2014	Q3 2014	Q4 2014	Q1 2015	Q2 2015	Q3 20°
\$0 \$1,000 \$2,500 \$2,500 \$2,486 \$1,500	\$0 \$2,500 \$10,000 \$2,500 \$116,833 \$1,500	\$2,500 \$5,000 \$20,000 \$2,500 \$14,915 \$1,500	\$15,000 \$1,500 \$7,500 \$2,500 \$114,347 \$1,500	\$500 \$1,040 \$2,500 \$2,500 \$2,520 \$1,500	\$1,500 \$2,600 \$10,000 \$2,500 \$118,425 \$1,500	\$2,500 \$5,200 \$20,000 \$2,500 \$15,118 \$1,500	\$15,000 \$1,560 \$7,500 \$2,500 \$115,905 \$1,500	\$500 \$1,082 \$2,500 \$2,500 \$2,554 \$1,500	\$1,500 \$2,704 \$10,000 \$2,500 \$120,032 \$1,500	\$2,500 \$5,408 \$20,000 \$2,500 \$15,323 \$1,500	\$15,000 \$1,622 \$7,500 \$2,500 \$117,478 \$1,500	\$500 \$1,125 \$2,500 \$2,500 \$2,588 \$1,500	\$1,500 \$2,812 \$10,000 \$2,500 \$121,655 \$1,500	\$2,500 \$5,624 \$20,000 \$2,500 \$15,530 \$1,500
\$9,986	\$133,333	\$46,415	\$142,347	\$10,560	\$136,525	\$46,818	\$143,965	\$10,635	\$138,236	\$47,231	\$145,600	\$10,713	\$139,967	\$47,65
\$113	\$7,500 \$3,500	\$5,000 \$4,000 \$225 \$2,500		\$338		\$7,500								
\$7,500	\$7,500	\$2,500												
	\$1,250 \$750	\$750		\$500	\$2,500	\$2,500	\$1,000	\$500	\$2,500	\$2,500	\$1,000	\$500	\$2,500	\$2,500
\$500	\$500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
\$625 \$625	\$625 \$625 \$750 \$14,500	\$1,500 \$1,500												
\$0	\$0	\$12,500 \$1,625 \$8,125	\$12,500 \$1,625 \$8,125	\$12,500 \$1,625 \$8,125	\$12,500 \$1,625 \$8,125	\$12,500 \$1,625 \$8,125	\$12,500 \$1,625 \$8,125	\$13,000 \$1,690 \$8,450	\$13,000 \$1,690 \$8,450	\$13,000 \$1,690 \$8,450	\$13,000 \$1,690 \$8,450	\$13,520 \$1,758 \$8,788	\$13,520 \$1,758 \$8,788	\$13,52 \$1,758 \$8,788
\$0	\$0	\$1,056 \$1,350	\$1,056 \$1,350	\$1,056 \$1,350	\$1,056 \$1,350	\$1,056 \$1,350	\$1,056 \$1,350	\$1,099 \$1,404	\$1,099 \$1,404	\$1,099 \$1,404	\$1,099 \$1,404	\$1,142 \$1,460	\$1,142 \$1,460	\$1,143 \$1,460
			\$500											
			\$1,500	\$750 \$500	\$750 \$2,000	\$750 \$500	\$750 \$1,500	\$780 \$520	\$780 \$2,080	\$780 \$520	\$780 \$1,560	\$811 \$541	\$811 \$2,163	\$811 \$541
		\$2,000				\$2,000				\$2,000				\$2,000
\$1,000	\$1,850	\$750 \$1,500	\$1,000 \$1,500	\$1,000 \$1,500	\$1,850 \$1,500	\$750 \$1,500	\$1,000 \$1,500	\$1,000 \$1,560	\$1,850 \$1,560	\$750 \$1,560	\$1,000 \$1,560	\$1,000 \$1,622	\$1,850 \$1,622	\$750 \$1,622
\$1,000	\$2,500	\$2,625 \$2,000 \$3,000 \$750 \$500	\$2,625 \$2,000 \$1,000 \$250 \$1,000 \$500	\$2,625 \$2,000 \$1,000 \$250 \$1,000 \$500	\$2,625 \$2,000 \$2,500 \$500 \$850 \$500	\$2,625 \$2,000 \$3,000 \$250 \$750 \$500	\$2,625 \$2,000 \$1,000 \$100 \$1,000	\$2,730 \$2,000 \$1,040 \$250 \$1,040	\$2,730 \$2,000 \$2,600 \$500 \$884	\$2,730 \$2,000 \$3,120 \$250 \$780	\$2,730 \$2,000 \$1,040 \$100 \$1,040	\$2,839 \$2,000 \$1,082 \$250 \$1,082	\$2,839 \$2,000 \$2,704 \$500 \$919	\$2,839 \$2,000 \$3,245 \$250 \$811
\$500	\$1,950 \$21,667 \$500	\$1,000	\$650 \$10,833 \$1,000	\$1,500	\$488 \$10,833 \$1,500	\$1,500	\$500 \$325 \$10,833 \$1,500	\$520 \$2,000	\$520 \$163 \$10,833 \$2,000	\$520 \$2,000	\$520 \$2,000	\$541 \$3,000	\$541 \$3,000	\$541 \$3,000
\$2,600	\$10,400 \$5,000 \$1,500	\$7,800 \$1,000 \$5,000 \$5,000 \$1,500	\$2,600 \$300 \$500 \$2,000 \$1,500	\$2,600 \$300 \$500 \$2,000 \$1,500	\$10,400 \$1,000 \$1,500 \$3,500 \$1,500	\$7,800 \$500 \$5,000 \$6,500 \$1,500	\$2,600 \$300 \$500 \$2,000 \$1,500	\$2,600 \$300 \$500 \$2,000 \$1,500	\$10,400 \$1,000 \$1,500 \$3,500 \$1,500	\$7,800 \$500 \$5,000 \$6,500 \$1,500	\$2,600 \$300 \$500 \$2,000 \$1,500	\$2,600 \$300 \$500 \$2,000 \$1,500	\$10,400 \$1,000 \$1,500 \$3,500 \$1,500	\$7,800 \$500 \$5,000 \$6,500 \$1,500
		\$2,500 \$4,680 \$5,250 \$1,000	\$1,500 \$4,680 \$5,250 \$1,000	\$1,500 \$4,680 \$5,250 \$1,000	\$2,000 \$4,680 \$5,250 \$1,000	\$2,500 \$4,680 \$5,250 \$1,000	\$1,500 \$4,680 \$5,250 \$1,000	\$1,500 \$4,867 \$5,460 \$1,000	\$2,000 \$4,867 \$5,460 \$1,000	\$2,500 \$4,867 \$5,460 \$1,000	\$1,500 \$4,867 \$5,460 \$1,000	\$1,500 \$5,062 \$5,678 \$1,000	\$2,000 \$5,062 \$5,678 \$1,000	\$2,500 \$5,062 \$5,678 \$1,000
		\$3,500 \$500 \$2,000 \$1,000	\$1,500 \$500 \$500 \$1,000	\$1,750 \$500 \$500 \$1,000	\$2,500 \$500 \$1,000 \$1,000	\$3,500 \$500 \$2,000 \$1,000	\$1,500 \$500 \$500 \$1,000	\$1,750 \$500 \$500 \$1,000	\$2,500 \$500 \$1,000 \$1,000	\$3,500 \$500 \$2,000 \$1,000	\$1,500 \$500 \$500 \$1,000	\$1,750 \$500 \$500 \$1,000	\$2,500 \$500 \$1,000 \$1,000	\$3,500 \$500 \$2,000 \$1,000
\$14,463	\$82,867	\$99,986	\$74,345	\$63,699	\$93,382	\$95,011	\$75,620	\$65,560	\$95,370	\$89,780	\$66,700	\$68,326	\$87,259	\$92,619
(\$4,477) \$9,323	\$50,467 \$59,790		\$68,003 \$74,221 total 2012 \$271,660	(\$53,139) \$21,082	\$43,143 \$64,225		\$68,345 \$84,377 total 2013 \$327,712	(\$54,924) \$29,453	\$42,866 \$72,319		\$78,901 \$108,671 total 2014 \$317,409	(\$57,613) \$51,059	\$52,709 \$103,767	(\$44,964 \$58,803

			Augustina and Au		Г				r		
\$136,550	\$76,110	\$127,510	\$79,927	\$156,406	\$93,064	\$143,095	\$92,823	\$167,974			
total 2015				total 2016				total 2017			
\$345,589				\$349,528				\$353,519	<u>TOTALS</u> \$2,138,288	Cross inc	ome (should match cel AG12)
SHIMINAMENANESSAN	01 2017	02 2016	02.2017		01 2017	00 001=	02.201=		\$2,130,200		1907 PARTY PROTECTION CONTROL OF CONTROL OF CONTROL CO
Q4 2015	Q1 2016	<u>Q2 2016</u>	Q3 2016	Q4 2016	Q1 2017	<u>Q2 2017</u>	Q3 2017	Q4 2017		Avg./yea	7 ,
\$15,000	\$500	\$1,500	\$2,500	\$15,000	\$500	di con	£2.500	#1 F 000	\$65,000	240.40	Loan proceeds
\$1,687	\$1,170	\$2,925	\$5,849	\$1,755	\$1,217	\$1,500 \$3,042	\$2,500 \$6,083	\$15,000 \$1,825	\$115,000 \$68,830	7	Donations Rental/Lease (Buck/Gyms/Pool/FH, etc.)
\$7,500	\$2,500	\$10,000	\$20,000	\$7,500	\$2,500	\$10,000	\$20,000	\$7,500	\$247,500		Participant fees
\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$60,000		Grants
\$119,067	\$2,623	\$123,295	\$15,740	\$120,671	\$2,659	\$124,951	\$15,951	\$122,292	\$1,542,958	\$257,160	Public Funds
\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$39,000	\$6,500	Team/corporate sponsorships
\$147,254	\$10,793	\$141,719	\$48,089	\$148,926	\$10,875	\$143,492	\$48,534	\$150,617	\$2,138,288	\$356,381	
											ONE-TIME EXPENSES
											Capital one-time purchases
1									\$27,500		Refurb of Buck Park
									\$5,000		Pre-school playground
- 1									\$14,000 \$13,175		Purchase of office equip Resurface tennis courts
									\$6,000		Rebuild office materials
1									\$30,000		FH subcontract admin. Etc.
									\$2,500		Skatepark refurb
\$1,000	\$500	\$2,500	\$2,500	\$1,000	\$500	\$2,500	\$2,500	\$1,000	\$32,500		Purchase of rec. equip.
1									\$1,250		Signage
\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$1,500 \$57,000		Letterhead/Office Supplies Misc./unknown
1	44,700.00	42,000	42/000	\$2,000	42,000	42,000	42,500	\$2,500	\$37,000		One-time setup fees
l									65 888		Legal
1									\$5,000		Acct.
I									\$4,000 \$1,750		Website development
									\$14,500		Ballot/promo/domaines reimburse
1											ONGOING EXPENSES
į										Avg./year	
\$13,520	\$14,061	\$14,061	\$14,061	\$14,061	\$14,623	\$14,623	\$14,623	\$14,623	\$295,816		OIPRD Director
\$1,758	\$1,828	\$1,828	\$1,828	\$1,828	\$1,901	\$1,901	\$1,901	\$1,901	\$38,456		Dir. payroll taxes
\$8,788	\$9,140	\$9,140	\$9,140	\$9,140	\$9,505	\$9,505	\$9,505	\$9,505	\$192,280		OIPRD Asst. Director
\$1,142	\$1,188	\$1,188	\$1,188	\$1,188	\$1,236	\$1,236	\$1,236	\$1,236	\$24,996	\$4,545	(Asst. Dir. 13% payroll taxes/FICA/Medi)
\$1,460	\$1,519	\$1,519	\$1,519	\$1,519	\$1,579	\$1,579	\$1,579	\$1,579	\$31,948	\$5,809	Health insurance dir. Stipend
1											ADMINISTRATIVE
\$811	\$844	\$844	\$844	\$844	\$877	\$877	\$877	\$877	\$16,749	\$3.045	Legal
\$1,622	\$562	\$2,250	\$562	\$1,687	\$585	\$2,340	\$585	\$1,755			Accounting / auditing
\$1,022	\$502	42,230	3302	\$1,007	\$303	\$2,340	3303	\$1,733	\$25,873	34,704	Fundraising
l			\$2,000				\$2,000		\$12,000	\$2,182	Summer Event
\$1,000	\$1,000	\$1,850	\$750	\$1,000	\$1,000	\$1,850	\$750	\$1,000	\$27,600	\$5,018	Mailing
\$1,622	\$1,687	\$1,687	\$1,687	\$1,687	\$1,755	\$1,755	\$1,755	\$1,755	\$37,998	\$6,909	Insurances
\$2,839	\$2,953	\$2,953	\$2,953	\$2,953	\$3,071	\$3,071	\$3,071	¢2 071	050 101	644 502	Other Building lease
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$3,071 \$2,000	\$62,121 \$44,000		Building lease Event rental fees (FH/OISD/Christian S.)
\$1,082	\$1,125	\$2,812	\$3,375	\$1,125	\$1,170	\$2,925	\$3,510	\$1,170	\$48,122	3770.00000	Office Supplies/Printing/Mailing
\$100	\$250	\$500	\$250	\$100	\$250	\$500	\$250	\$100	\$5,750	\$1,045	Travel
\$1,082	\$1,125	\$956	\$844	\$1,125	\$1,170	\$994	\$877	\$1,170	\$21,249		Utilities
\$541	\$562	\$562	\$562	\$562	\$585	\$585	\$585	\$585	\$11,833	\$2,151	Web mgr.
1									\$3,575 \$65,000		Gap Loan interest: Gap Loan principal repayment:
\$3,000	\$4,000	\$4,000	\$4,000	\$4,000	\$5,000	\$5,000	\$5,000	\$5,000	\$66,000	\$12,000	Reserve / contingency
1									1.536.555	7,074,70,70	ESSENTIAL-Parks
\$2,600	\$2,600	\$10.400	\$7.800	¢2 cnn	\$2.600	\$10.400	\$7.000	\$2.500	0145	606 170	The state of the s
\$300	\$300	\$10,400 \$1,000	\$7,800 \$500	\$2,600 \$300	\$2,600 \$300	\$10,400 \$1,000	\$7,800 \$500	\$2,600 \$300	\$145,600 \$16,800		Contract greens maint. Spinkler & general repair / maint.
\$500	\$500	\$1,500	\$5,000	\$500	\$500	\$1,500	\$5,000	\$500	\$44,500		E/S water
\$2,000	\$2,000	\$3,500	\$6,500	\$2,000	\$2,000	\$3,500	\$6,500	\$2,000	\$77,000	\$14,000	Toilets/garbage fees
\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$33,000	\$6,000	Reserve / contingency
- 1								1			ESSENTIAL-Programs
\$1,500	\$1,500	\$2,000	\$2,500	\$1,500	\$1,500	\$2,000	\$2,500	\$1,500	\$41,500		Swim lessons/senior aerobics
\$5,062	\$5,264	\$5,264	\$5,264	\$5,264	\$5,475	\$5,475	\$5,475	\$5,475	\$110,754		Teen Night
\$5,678 \$1,000	\$5,906 \$1,000	\$5,906 \$1,000	\$5,906	\$5,906	\$6,142	\$6,142	\$6,142	\$6,142	\$124,243		After School
\$1,000	⇒1,UUU	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$22,000	\$4,000	Reserve / contingency IN/OUTDOOR REC. PROGRAMS
\$1,500	\$1,820	\$2,600	\$3,640	\$1,560	\$1,893	\$2,704	\$3,786	¢1 (22	050 055	20 500	TO THE RESIDENCE OF THE PARTY O
\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$1,622 \$500	\$52,375 \$11,000		Instructors Contract AV tech
\$500	\$500	\$1,000	\$2,000	\$500	\$500	\$1,000	\$2,000	\$500	\$22,500		Low income scholarships
\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$22,000		Reserve / contingency
\$69,508	\$71,233	\$90,319	\$95,672	\$72,448	\$74,216	\$93,462	\$98,807	\$75,466	\$1,970,314	\$358.239	FXP.(should match with cel_AG77 below)
\$77,746	(\$60,440)	\$51,400	(\$47,583)	\$76,478	(\$63,341)	\$50,031	(\$50,272)	\$75,151	\$167,974		d balance with bank balance
200 100 100 100				Microsophia process				average and the	V107,374		
\$136,550	\$76,110	\$127,510	\$79,927	\$156,406	\$93,064	\$143,095	\$92,823	\$167,974		Bank balar	ice
total 2015				total 2016				total 2017			
\$317,711				\$329,672				\$341,951	\$1,970,314		