

MEETING MINUTES

August 25, 2011

Orcas Island Park and Recreation District Commission
Special Meeting, Thursday, August 25, 2011
Orcas Island Public School Library, 557 School Road, Eastsound
4:30 P.M. - 6:30 P.M.

This meeting was scheduled to convene simultaneously with the special school board meeting.

I. CALL TO ORDER (4:30)

Martha Farish, Chairman OIPRD

Roll call:

Seat 1: Vicki Vandermay - present
Seat 2: Bob Eagan - present
Seat 3: Martha Farish - present
Seat 4: Jim Bredouw - present
Seat 5: Ian Lister - present

Janet Brownell, Chairman OISD

Roll call:

Seat 1: Chris Sutton - present
Seat 2: Tony Ghazel - present
Seat 3: Scott Lancaster - present
(AL) Seat 1: Janet Brownell - present
(AL) Seat 2: Jim Sullivan - present

II. UNFINISHED BUSINESS (4:35)

OISD/OIPRD

The OIPRD and OISD met for a joint meeting.

WATER/FIELDS: Lancaster and Eagan were asked by Brownell to report their findings re: water. They said that EWUA wanted both organizations to be in consensus before approaching EWUA, so they came up with salient bullet points as follows: ([Well Talking points.pdf](#)). They want the OISD and OIPRD boards to review their approach before meeting with the EWUA. Eagan mentioned that it is a primary bullet point to make EWUA aware that we are not asking to use any substantial amount of potable water (i.e. for drinking fountains only), rendering most typical usage issues moot.

Background: [ESWD-EWUA Lease.pdf](#), [EWUA-OISD Well Agreement.pdf](#), [Water](#)

Agreement Comparables.pdf

Chairpersons Farish and Brownell granted Lancaster and Eagan permission to move forward in negotiations with EWUA.

OISD employee David Johnson reported that Field One is the field closest to the skate park and has no irrigation nor prep nor sand and is essentially just a graded dirt field. (Number Two is the baseball/soccer field and is complete and Number Three is the softball field.)

Sullivan and Eagan reported their findings regarding field maintenance issues (DRAFT Buck Park Maintenance Agreement Talking Points.pdf). They suggest that OISD maintain the upper fields and OIPRD maintain the lower fields. There is an open question as to whether or not OIPRD charges OISD for prepping fields for game days.

Background: BP Maintenance Specs.pdf, Field Commitment.pdf

Farish suggests that unaddressed is the issue of a potential drought conditions. Bredouw reminded both boards that we generally agreed at our previous meeting that we simply split 50/50 any available water. However, Ghazel pointed out that OISD has a legal obligation to keep fields to a minimal maintenance, so it may want more than 50/50, however, Superintendent Barbara Kline points out that the lower soccer fields under OIPRD's jurisdiction would also have the minimal maintenance requirements of, say, the football field. There was a general consensus, in light of this, that 50/50 may be the only workable solution with each organization funding their own potential supplemental water costs in the rare case of EWUA usage restrictions.

It was discussed that there may be some mutual benefit to sharing equipment and/or services at some future date.

Attendee Bob Phalan asked if OIPRD might be willing to consider a one-time upgrade of baseball and/or soccer fields before the actual transfer of ownership occurs. Bredouw asked Johnson and the OISD board if there would be any union conflicts and the feeling was that it wouldn't be an issue, insofar as it is a one-time upgrade, much like the tennis court upgrade. OIPRD will discuss further.

REVERSION OF OWNERSHIP : Sullivan and Bredouw were asked to present their wording for potential reversion of ownership. Bredouw explained their process and read their suggested wording:

OIPRD agrees to give the exclusive option period of ____ from notice to OISD of accepting the reverted ownership of all properties and/or well rights given to OIPRD should OIPRD (or a dba of OIPRD or an assignee that is functionally OIPRD's equivalent in its ability to maintain Buck Park) fail to exist anymore, due to an inability to effectively operate, either because of a lack of public or private funding or because sufficient volunteer help is not available to keep it effectively capable of rendering its maintenance duties.

OIPRD can also be forced into granting ownership reversion should it materially fail

to observe its agreements with OISD including its insurance requirements and/or water usage/maintenance agreements, should it fail to cure said material breach(es) within a period of ____ days from written notice by OISD.

PROGRAMMING: Vandermay spoke regarding programming and scheduling issues and she, Ghazel and Kline are continuing to examine the applicability of the San Juan Island Park and Rec/School District's existing agreement and will continue to work to find common, acceptable language and concepts. Vandermay will be meeting next week with Kline, PE teacher Cindy Elliot and OISD Athletic Director Sandy Harris to gather additional input.

Brownell suggests that we have our next general follow up meeting after the EWUA meeting takes place and after OISD reviews further documents.

At this time (5:40) the OIPRD commissioners convened to an adjoining room of the library building, announcing this to the assembly. The minutes herein after are of this portion of the meeting, with Vicki, Bob, Martha, Jim, and Ian in attendance.

III. UNFINISHED BUSINESS (5:40)

1. Minutes and Agenda procedures

Secretary Lister asked for further clarification as to how, when and in what format future agenda items are presented. It was agreed that commissioners have until 24 hours before a meeting to send notice to the Secretary any agenda items they would like discussed.

2. There was discussion about hiring accounting firm Clark Nuber to assist us in setting up and approving our Chart of Accounts, Internal Controls, accounting software selection and bookkeeping procedures.

Motion: to approve a previously distributed Resolution (OIPRD 2011-3) to engage Clark Nuber.

- Eagan, Vandermay
- deliberation: none
- unanimously aye

Motion: to approve a previously written Resolution (OIPRD 2011-4) to hire Leslie Rae Schmitz with add'l language regarding a max of \$500 in potential travel expenses.

- Vandermay, Eagan
- deliberation: none
- unanimously aye

3. Lister reported that we had received two Invoices from ENDURIS (our insurance carrier); \$255 for coverage July 25, 2011 - Sept 1, 2011, and \$2495 for the 2012 policy year, Sept 1, 2011 - Sept. 1, 2012. Farish reported that we need to pay the tennis court contractor, Mid Pac, their bill, acknowledging that OIPRD has already deposited \$5,000 from the USTA. Lister will attempt to pay these (3) by contacting the SJC Auditor and instigating the warrant process in the interim until the accounting protocols are completely implemented.

(Farish left the meeting at 6:35pm)

IV. PUBLIC COMMENT (6:40)

~ None ~

V. NEW BUSINESS (6:45)

1. Vandermay reported that she transferred Orcas Rec frisbees previously purchased from the County to Bob Phalan to hold. Dan Christopherson from Wildlife Cycles would like to sell some for the benefit of OIPRD. The Board gave general agreement.
2. It was discussed as to whether OIPRD can afford to assist OISD in maintaining soccer and/or baseball fields this year, even if it is before it takes ownership. It was determined to look at the budget to see if it's even feasible and, if so, to look at Chama Anderson's upcoming statement of needs to consider.

(Vandermay left the meeting at 7:00pm)

Motion: to approve sending the revised Funhouse proposal (NO DOCUMENT) to their board for consideration

- Eagan, Lister
- deliberation: none
- unanimously aye

VI. ADJOURNMENT (7:10)

Motion: to adjourn

- Eagan, Lister
- deliberation: none
- unanimously aye

Addenda:

[Well Talking points.pdf](#)
[ESWD-EWUA Lease.pdf](#)
[EWUA-OISD Well Agreement.pdf](#)
[Water Agreement Comparables.pdf](#)
[DRAFT Buck Park Maintenance Agreement Talking Points.pdf](#)
[BP Maintenance Specs.pdf](#)
[Field Committment.pdf](#)
[OIPRD 2011-3](#)
[OIPRD 2011-4](#)
[\\$255 for coverage July 25, 2011 - Sept 1](#)
[\\$2495 for the 2012 policy year, Sept 1, 2011 - Sept. 1, 2012](#)
[Mid Pac bill](#)

Special Public Meeting minutes for August 25, 2011

Approved by motion on this 18th day of October, 2011~~2~~

Signed and attested this 18th day of October, 2011~~2~~

A handwritten signature in black ink, appearing to read "Ian Lister", written over a horizontal line.

Ian Lister, Commissioner #5,

Secretary

A handwritten signature in black ink, appearing to read "Martha Farish", written over a horizontal line.

Martha Farish, Commissioner #3,

Chair

TALKING POINTS FOR BUCK PARK WELL WITH EWUA

1. We will work from the current agreement as a basis for these negotiations
2. Remove the language inferring to "work towards alternative sources" from the current document
3. Review comps (\$ per gal acre foot) to develop a flat rate (per metered gal use) not a sliding scale as is now the case
4. Install an automated meter system for "real time" volume usage (responsibility for costs TBD)
5. We have been providing "real time" data for draw down & recovery of the aquifer with the understanding that we will shut off use at a moment's notice
6. Providing extreme use in the dry time of the year for aquifer information & stability

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.

R E C I T A L S:

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 Grant of License; Description of Premises.

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 Term. 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 License Payment. 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 Use; Maintenance; Repairs. 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 Compliance with Rules and Laws; Reporting. 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 Water Rights. 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.

7.0 Indemnity. To the extent of any negligence by the 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 Insurance. Association shall maintain not less than One Million Dollars (\$1,000,000) 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 Destruction. 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.

10.0 Obligations on Termination. Termination of this 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 Hold-Over. 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 Notices and Time Periods. 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 Governing Law. 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 Modification of Agreement. 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.

17.0 Attorneys' Fees; Venue and Jurisdiction; Specific 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 Inspection of Records. 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 Expiration of Previous License. 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.

EASTSOUND SEWER AND WATER
DISTRICT

by: _____
President

EASTSOUND WATER USERS
ASSOCIATION

by: _____
President

STATE OF WASHINGTON }
COUNTY OF _____ } ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ (_____) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 200__.

Notary Public in and for the
State of Washington, residing
at _____.
My commission
expires _____

STATE OF WASHINGTON }
COUNTY OF _____ } ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 200__.

Notary Public in and for the
State of Washington, residing
at _____.
My commission
expires _____

EXHIBIT A

List of Equipment to Remain

**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.

soil additives to aid in moisture retention, and, use of artificial turf, subject to 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 22ND day of May, 2007.

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

Virginia A Hawker
Its President 5-22-07

Orcas Island School District, a Washington Public School District
By:

Glenn K. Harris
Its Glenn K. Harris, Supt of Schools

By:

Tony P. Chazel
Its Tony P. Chazel, Board Chairman

DRAFT Buck Park Maintenance Agreement

Orcas Island Park and Recreation District (OIPRD) and Orcas Island School District (OISD)

This was developed after a meeting between David Johnson, Chris Sutton, and Bob Eagan. We tried to address a plan that is efficient for the community and still respectful of the employees involved. The following are the points for discussion:

- One year term for agreement with two month prior to sunset for re-negotiation
- Maintain using operation manual as guide (Three year plan to attain the standard)
- Separate equipment, materials, and operators for the fields
- Single point of contact David Johnson of OISD and Bob Eagan of OIPRD
- Game Day Field Preparation: OIPRD responsible for dragging and field prep \$ Yes or No
(preference to have single person responsible for driving on field (past problems) expect 10-12 games
- OIPRD responsible for Sani-cans and trash cans. Teams responsible for trash pickup on game day
- Well system maintained by OIPRD, cost shared 50-50
- Irrigation system will be maintained by OIPRD on Buck Park and OISD on their property (specific location to be determined).
- Eastsound Water Users (ESWU) cost specific to consumption by individual use meters
- ESWU agreement will be negotiated by representative from each organization. Every effort will be made to have consensus prior to negotiation

I. SPECIAL REQUIREMENTS

- A. **EXAMINATION BY BIDDER.** Bidders shall visit the site and become thoroughly acquainted with all conditions which may affect their work under this contract and be responsible for their own estimates of time and quantities to accomplish said work.
- B. **INTERPRETATIONS.** If there be any doubt or obscurity as to the meaning of the documents, the prospective bidders should ask the Owner for an explanation at least one week prior to the bid date. Each reply will be in the form of an addendum duly issued, and a copy of such addendum will be mailed to each person issued an Invitation to Bid. All such addenda will be incorporated into the contract.
- C. **FORM OF BID.** All bids must be made on the Invitation to Bid form provided herein. Erasure or other changes in the amount bid must be authenticated in the margin, opposite the correction, by the handwritten surname of each person executing the bid. All items of the form must be completely executed.
- D. **STATE TAXES.** State taxes shall be paid as a separate item by the Owner to those contractors possessing a certificate of registration from the Washington State Tax Commission. In the event the Contractor does not possess a certificate of registration from the Washington State Tax Commission, the Owner shall pay directly to the state, the applicable use tax in lieu of the State Sales Tax due.
- E. **QUALIFICATIONS OF BIDDERS.** The apparent successful bidder must satisfy the Owner of the Vendor's ability to do the work specified and shall upon request, promptly furnish satisfactory evidence of its financial resources, experience, on projects of similar size and complexity, familiarity with Integrated Turf Management and Best Management Practices, organization and equipment available for the performance of the contract. Equipment shall include mowers which will not cause ruts or damage to turf areas.
- F. **RIGHT TO REJECT.** The Owner reserves the right to reject any and all bids and to waive any informalities in bids.
- G. **AWARD OF CONTRACT.** The award of the contract, if made, shall be to the bidder that is responsible to all the requirements of the Invitation to Bid and whose bid is evaluated as lowest or best. Upon determination of a successful bidder, the Owner shall notify such bidder by forwarding a signed original and unsigned acknowledgment copy of the contract.
- H. **COMPENSATION INSURANCE.** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all employees employed on this work. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker's Compensation statutes, the Contractor shall provide compensation insurance with a private company in an amount equivalent to that provided by the Worker's Compensation statute for the protection of employers not otherwise protected.

UPDATED

*Designed by Weisman Design Group, also involved
in development of fields at Buck Park*

MAINTENANCE SPECIFICATIONS

BUCK PARK
EASTSOUND, WASHINGTON

- I. **LABOR.** The Contractor at all times shall employ workers who are skilled in their respective lines. The Contractor is restricted in the selection of labor and payment by certain legal requirements which must be observed for compliance with the public policy enunciated in RCW 49.28. This refers to the eight-hour day, payment for overtime, cancellation of contract for violation, and penalties for violations of provisions therein.

The Contractor should be thoroughly familiar with all provisions of this and other related statutes before commencing work on this contract.

- J. **CHANGE ORDERS.** All such changes in the contract shall be made by written change orders prepared by the Owner and the Contractor shall immediately proceed to comply with such change order. The Contractor shall do no work for extra compensation without a change order. Any necessary changes in the contract price resulting from such change orders shall be established by agreement between the parties.

- K. **CLAIMS.** All claims of the Contractor against the Owner and all questions which the Contractor has concerning the interpretation of the specifications shall be presented to the Owner in writing. Where such claim or question relates to an increased cost to the Contractor, such claim or question shall be presented to the Owner within 20 days after the date such cost is incurred. The Owner shall, within a reasonable time after presentation to him, make decisions in writing on all such claims and on all matters relating to the interpretations of the contract. The Owner's decision as to the performance of any work required thereby shall be final and binding and the Contractor shall immediately proceed to carry out such decisions and any further orders thereunder.

- L. **PROTESTS.** If the Contractor considers any work required by the Owner to be outside the provisions of the contract, or considers any record or ruling to be improper, the Contractor shall immediately upon such work being required or such record or ruling being made, proceed without delay to perform the work or to conform to the record or ruling, and within 20 days after the date or receipt of the instructions, or record or ruling, and order shall file a written protest with the Owner which shall state clearly and in detail the basis of objection thereto and include an itemized statement of any increased costs alleged to have resulted therefrom.

Except for claims that are made part of the record in the manner and within the time described in the immediately preceding paragraph, no claim, question, objection or protests shall be allowed, and the records, rulings, instructions or orders of the Owner in connection therewith shall be final and conclusive and binding on the Contractor.

- M. **SAFEGUARDS.** The Contractor, during the performance of the work, shall take all necessary precautions and place all proper guards necessary for the prevention of accident or injury to person or property.

- N. NOTICE TO OWNER OF LABOR DISPUTES. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Owner.

O. CONTRACT PERIOD AND RENEWAL CLAUSE:

Contract period shall be from June 1 through March 31. The contract may be extended by mutual consent for another five-years on a year-by-year basis, utilizing the same schedule and breakdown below. The amount bid will be in full payment for labor, equipment, tools, and other expenses incurred in maintaining the specified areas in a clean, presentable and healthy condition as outlined in the specifications. Payment will be made monthly for work the previous month on bills submitted in the following amounts.

<u>Month</u>	<u>% of annual bid</u>
June	15
July	15
August	15
September	15
October	9
November	6
December	4
January	4
February	7
March	10

P. CONTRACT INTENT

The intent of the maintenance contract is to utilize Integrated Turf Management Practices to minimize the need for use of herbicides and pesticides. At all times, Best Management Practices shall be used in accordance with the attached requirements to minimize the impact to downstream water quality.

PART I -- GENERAL**1.01 AREA INCLUDED IN CONTRACT**

The work herein described and specified provides for the maintenance for Buck Park, located on Mount Baker Road and the football field for Orcas Island High School located in Eastsound, Washington. See attached Landscape Plan for total extent of areas to be maintained.

1.02 SCOPE OF WORK

Work includes all labor, tools, specialized equipment, materials, qualified supervision and transportation to perform complete grounds maintenance work and to maintain the landscape in a healthy and attractive condition.

1.03 JOB CONDITIONS

Confine work to areas designated. Take care to prevent damage to adjacent property. Store materials or equipment in a safe manner only in areas designated by Owner.

1.04 SUBMITTALS

Submit samples and information sheets to Owner for approval, for any proposed substitution(s) and for materials not specified by manufacturers, and as noted herein. Required submittals include fertilizer, herbicides, seed mix, pesticides and schedule of work.

1.05 INITIAL CLEAN-UP

Visit the site within the first two weeks the contract is in force and perform clean-up, mowing and weeding operations as specified in PART III -- MAINTENANCE.

1.06 OWNER NOTIFICATION

Review site during each site visit to determine presence of any conditions hazardous to health, safety, or welfare, or water quality. Notify Owner immediately of any such hazardous conditions.

1.07 REPAIR AND ADJUSTMENT

Prune plant material to repair minor damage caused by vandalism, traffic, acts of nature, or other causes. Repair any damage to satisfaction of Owner, to irrigation system, planting, utilities, or paving, which is caused by Contractor's work including any damage caused by the improper application of fertilizers, pesticides and herbicides. Remove and dispose of damaged or broken plant material off-site in a legal manner. Adjust irrigation heads as necessary to provide even coverage, minimal overspray and no fogging. Adjust irrigation controller to provide optimal coverage of planting and lawn areas. See Section 1.08 for removal and replacement procedures of dead plant material and damaged irrigation equipment.

1.08 REPLACEMENT

Inventory the site during initial site visit and provide Owner with list of plants requiring replacement. Monitor sites for additional mortality during each subsequent site visit. Do not remove plant material prior to Owner approval. Replacement of plant materials lost through vandalism, traffic, or acts of nature, will be the responsibility of the Owner. Review irrigation system coverage and condition at spring start-up and monitor system throughout the year. Provide Owner with list of irrigation equipment requiring replacement. Replacement of irrigation system equipment damaged through vandalism, traffic, acts of nature, or mechanical failure will be the responsibility of the Owner. Contractor responsible for replacement of plant material damaged by Contractor's work including any damage caused by the improper application of fertilizers, pesticides and herbicides.

1.09 VISIT FREQUENCY

Perform general maintenance of the site at minimum of once per month. Visit frequency for specific tasks outlined in the following specification takes precedence over this minimum. Required minimum monthly maintenance visits may be in addition to, or in conjunction with, other visits which are required to perform the specific tasks outlined in the following specifications. Provide Owner with a schedule indicating proposed days of visit, names of supervisor, contact person and crew, and operations to be performed at each site visit. This shall be submitted on a quarterly basis at the beginning of each calendar quarter and revised as needed.

1.10 INSPECTION OF WORK

Maintenance performed under this contract shall be regularly inspected by the Owner. The Owner may at any time request correction or improvement of maintenance practices if they fall below contract standards. The Contractor will be expected to make necessary corrections within 72 hours of receipt of such request. Notice may be made in writing, by telephone, by facsimile or in person to the Contractor or his representative.

PART II -- MATERIALS AND PRODUCTS

2.01 FERTILIZER

A. Trees: Osmocote (R) Controlled Release Fertilizer (14-14-14) . Apply at a rate of 22 lbs./1000 s.f.

B. High Maintenance Turf Areas:

1) Refer to ITM Program

2) Non- Irrigated Areas: 12-4-8. Apply at rate 5 lbs./1000 s.f.

C. Low Maintenance Seeded Areas:

1) Rough Grass Areas: 12-4-8. Apply at rate 5 lbs./1000 s.f.

2.02 LIME (FOR IRRIGATED TURF AREAS)

Refer to ITM Program.

2.03 PESTICIDES

Utilize pesticides in accordance with attached ITM, utilizing Best Management Practices. Pesticides and insecticides approved by the Environmental Protection Agency. Submit product literature for approval by Owner. Apply at rate recommended by manufacturer.

2.04 HERBICIDES

Utilize herbicides in accordance with attached ITM, utilizing Best Management Practices. Post- and pre-emergent herbicides approved by the Environmental Protection Agency. Submit literature for approval by Owner. Apply at rate recommended by manufacturer.

2.05 SEED MIXES

A. High Maintenance Turf Areas:

1) Irrigated Areas: (Seed Mix #1) - Apply the following seed mix at a rate of 8lbs per 1000 s.f. on bare areas and 4 lbs./1000 s.f. for overseeding existing areas.

Perennial Rye	70%
(50% Citation II and 50% Derby Rye)	
Fine Fescue	20%
Improved Kentucky	
Bluegrass	10%

2) Non- Irrigated Areas: (Seed Mix #2) - Apply the following seed mix at a rate of 8lbs per 1000 s.f.

Perennial Rye	30%
Creeping Red Fescue	40%
Chewings Fescue	20%
Bluegrass	10%

B. Low Maintenance Seeded Areas:

- 1) Rough Grass Areas: 100% 'Barclay' Perennial Turf-type ryegrass.

2.06 BARK CHIPS

Playchips as available from Pacific Topsoil, Seattle, WA.

PART III – MAINTENANCE

3.01 GENERAL MAINTENANCE

A. Leaf Collection: Collect deciduous leaves from high maintenance turf areas and paved areas, including the parking lot and tennis courts, and remove them from site between September and December. Inspect each site on a weekly basis and remove any leaf accumulation to present a neat appearance.

B. Clean-up: Clean any litter, debris or soil off all pathways and all seeded lawn and turf areas during each visit. Gather and return rocks which have been strewn from drainage ways. Leave all areas spotlessly clean. Clean parking lot by blower or other method(s) a minimum of once every month and as needed to present a neat, clean appearance. Inspect, on each visit, all subdrain outlets and culvert inlets and outlets and remove any litter or other material that may obstruct the inlets / outlets normal operations.

C. Bark Chip Paths: Add additional bark chips as necessary to fill in bare areas and maintain existing grades.

D. Infield Skin Areas: Field drag all infield skin areas twice a month (min.) from June through September and as necessary from October through May. Drag entire limits of skin mix with 1" x 1" steel or galvanized mesh.

I. Field Lining:

F. Supplemental watering : Contractor is to provide all connections and hose to water all trees once per week, from May 1 through August 1. Existing quick couplers are available on site for use by the contractor.

G. Irrigation system:

1. Before beginning maintenance program inspect all systems and report present damage or incorrect operation and coverage to owner.
2. Maintain irrigation system in continuous trouble free operation by two separate system tests, spring and summer with winterizing accomplished in the fall, and spring start-up.
3. Make minor adjustments to the irrigation system as needed including adjusting watering times, nozzles, valves, etc. to fine tune and balance the system.
4. Adjust all heads to maintain proper coverage.
5. Repair and replace any equipment damaged as a result of maintenance operations, at the contractor's expense.

6. Damage not resulting from contractor's negligence will be reported promptly to the owner, together with an estimate of the costs for correction of the condition.

3.02 HIGH MAINTENANCE TURF AREAS

A. Fertilization:

1. Notification: Notify Owner at least 24 hours in advance of the application of fertilizer. Failure to notify will be considered non-performance of work and payment may be withheld or reduced for the month application is specified. Provide Owner with invoice to verify purchase of specified fertilizer.
2. Integrated Turf Management: Utilize Best Management Practices in application of all fertilizer on the project.
3. Application: Apply specified fertilizer as noted in Integrated turf Management Program. Spread with spinner or drop-type mechanical spreader. Do not apply by hand. Apply when grass is dry and water in thoroughly after application. Wash fertilizer particles off of adjacent pavements immediately following application.

B. Weeding: Keep all lawn areas free of weeds, maple seedlings and any other obnoxious growth, including horsetail, Scotch broom and berries. Hand weeding is preferred, however, spot herbicide application may be utilized for weed control, only as a last resort. Apply herbicide per procedure outlined in Section 3.04 paragraph E, and utilize Best Management Practices.

* C. Lime Application: Apply specified lime once between April and June. Spread with spinner or drop type mechanical spreader. Do not apply by hand. Apply when grass is dry and water in thoroughly after application.

* D. During the season March 1 to October 1, mow all lawn areas to a height of 1 1/2" to 2", a minimum of once per week or as required to maintain a neat appearance. At no time allow grass to grow over 4" in height. Clippings can be left in place provided that a mulching type mower is utilized.

E. Maintain a defined edge of lawn areas so they do not intrude into adjacent planted or paved areas.

F. Trimming: Trim around trees after each mowing. Trim around sprinkler heads so that lawn does not obstruct watering pattern of head.

G. Overseeding: Overseed as required to repair bare lawn areas. Stake and flag area as required to prevent pedestrian damage. Do not flag within field limits.

H. Aerification: Completely airify/core field areas using owner approved equipment prior to overseeding and a minimum of twice a season in fall and spring for all areas.

3.03 LOW MAINTENANCE SEEDED AREAS

A. Fertilization:

1. Notification: Notify Owner at least 24 hours in advance of the application of fertilizer. Failure to notify will be considered non-performance of work and payment may be withheld or reduced for the month application is specified. Provide Owner with invoice to verify purchase of specified fertilizer.
2. Application: Apply specified fertilizer once between March 1 and 10 and once between September 1 and 10. Spread with spinner or drop-type mechanical spreader. Do not apply by hand. Apply when grass is dry and water in thoroughly after application. Wash fertilizer particles off of adjoining pavement immediately following application.

B. Lime Application: Apply specified lime once between April and June. Spread with spinner or drop type mechanical spreader. Do not apply by hand. Apply when grass is dry and water in thoroughly after application.

X C. Mow only once per year at point of highest growth in summer.

D. Maintain a defined edge of low maintenance seeded areas so that they do not intrude into adjacent planted or paved areas.

E. Trimming: Trim around trees after each mowing.

G. Overseeding: Overseed as required to repair bare lawn areas. Stake and flag area as required to prevent pedestrian damage.

3.04 TREES:

A. Fertilization:

1. Notification: Notify Owner at least 24 hours in advance of the application of fertilizer. Failure to notify will be considered non-performance of work and payment may be withheld or reduced for the month application is specified. Provide Owner with invoice to verify purchase of specified fertilizer.
2. Trees: Apply fertilizer in April and July at the rate specified. Apply with spinner-type spreader such as the Ortho-Whirlybird or Cyclone spreaders. Do not use drop-type spreaders. Water-in thoroughly after application.

B. Pruning: Minor pruning shall be accomplished in accordance with standards of good practice and the intended function of the tree or shrub. Remove all debris from site. Prune deciduous trees during winter dormancy or early spring and evergreen trees during late summer. Do no pruning or shearing which presents an unnatural or artificial appearance. Remove and treat any diseased areas or damaged growth.

C. Staking: Remove staking from any trees which no longer require it and deliver stakes to Owner. Remove stakes spring of 1994. Maintain stakes on remaining trees and insure that they provide support as required.

D. Application of pesticides:

1. Notification: Notify Owner at least 24 hours in advance of the application of pesticides. Notification to include name of material, rate of application, and locations of proposed application. Failure to notify will be considered non-performance of work and payment may be withheld or reduced for the month application is specified.
2. All spraying shall be performed by or under the direction of an applicator possessing a valid State of Washington Public Pesticide Applicator's license.
3. Spray as required to prevent or combat insect or pest infestations. Spray only during windless periods and do not contaminate surrounding areas.
4. The Contractor shall supply the Owner with a written copy of the spray application record, which shall contain the following information:
 1. The name of the person for whom the pesticide was applied.
 2. The location of the area where the pesticide was applied.
 3. The year, month, day and time the pesticide was applied.
 4. The person or firm who supplied the pesticide which was applied.
 5. The trade name of the pesticide which was applied.
 6. The direction and estimated velocity of the wind at the time the pesticide was applied.
 7. The name of the Pesticide Applicator's license holder.
 8. Any other reasonable information required by the Owner.

E. Application of herbicides:

1. Notification: Notify Owner at least 24 hours in advance of the application of herbicides. Notification to include name of material, rate of application, and locations of proposed application. Failure to notify will be considered non-performance of work and payment may be withheld or reduced for the month application is specified.
2. All spraying shall be performed by or under the direction of an applicator possessing a valid State of Washington Public Herbicide Applicator's license.
3. Spray as required to prevent or combat weed growth. Spray only during windless periods and do not contaminate surrounding areas.
4. The Contractor shall supply the Owner with a written copy of the spray application record, which shall contain the following information:
 1. The name of the person for whom the herbicide was applied.
 2. The location of the land where the herbicide was applied.
 3. The year, month, day and time the herbicide was applied.
 4. The person or firm who supplied the herbicide which was applied.
 5. The trade name of the herbicide which was applied.
 6. The direction and estimated velocity of the wind at the time the herbicide was applied.
 7. The name of the Herbicide Applicator's license holder.
 8. Any other reasonable information required by the Owner.

END OF SPECIFICATIONS

May 17, 1993

Integrated Pest Management Plan

Buck Park
Eastsound, Washington

Proposed Pest Management Practices

Integrated pest management at Buck Park will be accomplished through implementation of Best Management Practices (BPM's) as described below.

A: Maintenance Practices

Protection of the ground water resource and downstream oyster bed can best be accomplished through avoiding or minimizing the unnecessary use of herbicides, pesticides and fertilizers. The single most effective way to minimize the need for herbicides and pesticides is to maintain the turf in a healthy vigorous state. Like any living organism, a *healthy* turf is more able to fight off and resist the effects of disease and insect infestations. The turf for this project is derived from a blend of turfgrasses selected for their resistance to disease and infestation, as well as their performance as an athletic field surface.

B: Pesticide/Herbicide Application

Pest control will be addressed incrementally when problems arise by utilizing the least intrusive control methods as shown below:

Option 1: Mechanical means

- Weeding where feasible
- Physical removal of animal pests

Option 2: Spot treatment with environmentally safe pesticides and herbicides only in localized, affected areas. Single treatment only.*

Option 3: Systematic (repeated) spot treatment in localized areas as necessary.*

Option 4: Chemical treatment of larger areas as a last resort only.*

*Notes:

- All pesticide and herbicide applications by licensed applicator only.
- Standard practice will be to use the most selective, post emergent, systemic, short lived herbicides and selective, short lived pesticides, both in pellet or granular forms less susceptible to wind drift.

By addressing pest concerns in a localized, focused way, as described above, we will avoid the common, environmentally detrimental practice of regular systematic spraying of large areas whether they need it or not. The focus should be to avoid pesticide and herbicide use entirely unless and until problems arise. Then use the methods described above to alleviate the problem with minimal environmental disturbance.

C: Irrigation

The athletic fields are the only portions of the site which are irrigated automatically. The system has been carefully designed with an even application rate to avoid the need to overwater some areas in order to adequately water others. The irrigation system controller has a water budgeting feature which makes it easy to adjust watering times based on current conditions.

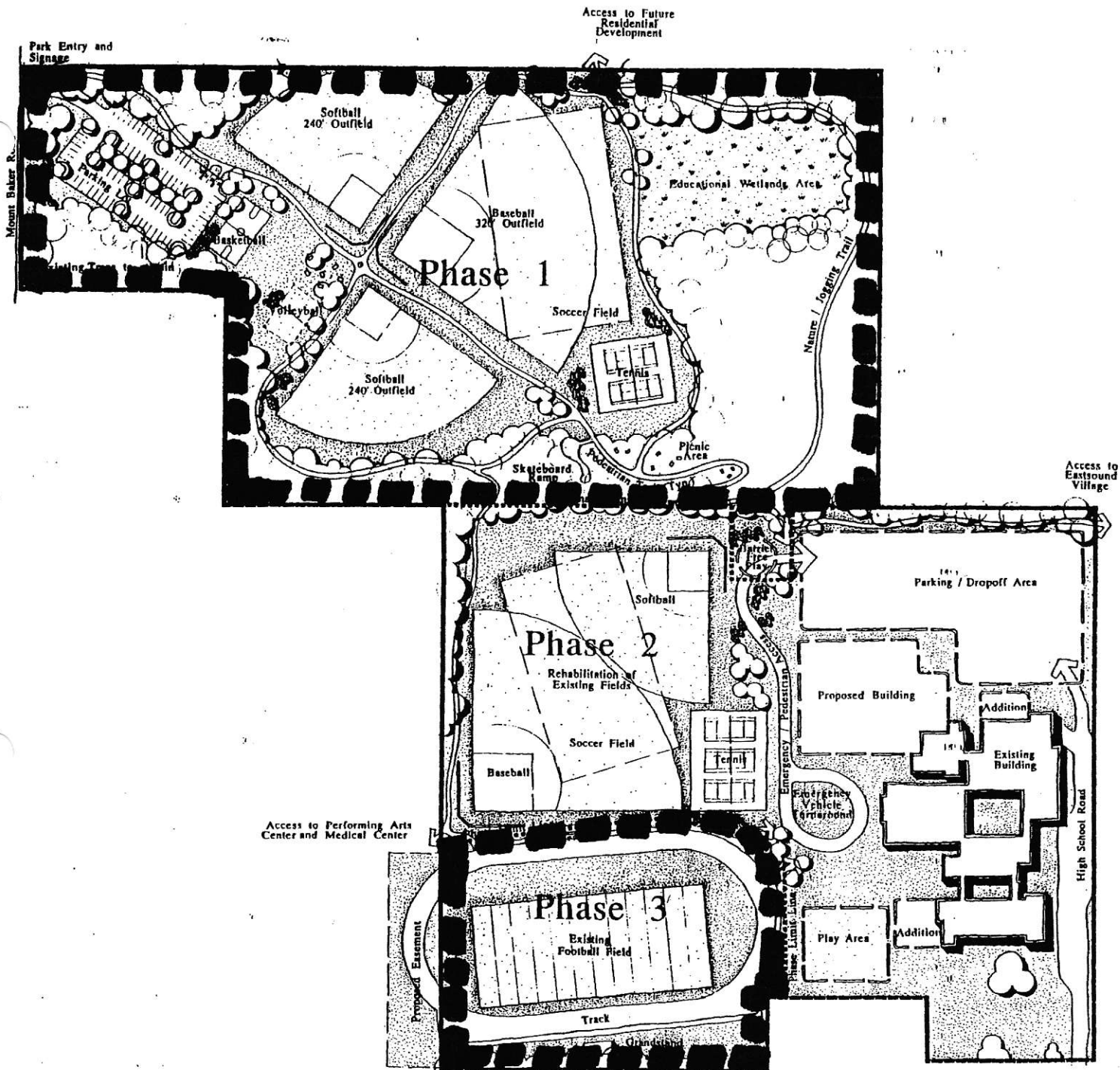
Since the athletic fields are underlaid by subdrainage, it is possible to adjust watering rates based on the evidence of irrigation water emerging from the outlets of the subdrain system. This provides a quick and effective way to monitor the watering schedule on a daily basis and to avoid overwatering which is a common cause of leaching out of fertilizers, herbicides, pesticides, etc. Further, because of the nature of the subdrain system design, biofiltration swale and storm drainage design, any potential pollutants which are washed out of the fields will have the benefit of full treatment through the swale and detention pond system prior to entering the natural system.

As mentioned above, the ability to monitor and adjust the watering schedule of the irrigation system to avoid overwatering and compensate for rain will help to eliminate herbicide and pesticide runoff. In addition, where it is feasible, (in terms of effective results), and will not place the park user at risk, any required chemical applications would be performed during the summer months when the on-site water table is nonexistent. Common sense practices, (i.e., avoiding chemical applications during windy periods and prior to expected rain), will be followed.

Biological insect control products are not yet a practical alternative to the methods described above. As these products become more feasible, they could be integrated into the program

Summary

The Orcas Island School District shares the public's concern for and respect of the natural environment, and is committed to implementing an integrated pest management program that allows us to maintain a public amenity which will be used and enjoyed for many years to come. One of the most valuable assets of this park site is its natural surroundings and wetland areas. We hope to be able to watch increase in habitat value in the years to come.



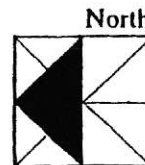
Buck Recreational Park

M A S T E R P L A N



Orcas Island, Washington

Welsman Design Group Inc., P.S.
2329 East Madison
Seattle, Washington 98112
May 1, 1991



Sandbase Athletic Turf

Maintenance Programs and Care

By John Monson

Seattle Seahawks

There are three things you must have if you decide you want a sand based athletic field:

- ✕#1 - Start with people who are committed to building the best playing surface possible.**
- ✕#2 - You must have adequate funds and a reliable source of water before making any further plans.**
- ✕#3 - You must get the owners/administrators to work closely with an experienced and competent engineer who understands soils and has had experience with athletic field drainage and soils.**

Once you have these ingredients, only then can you proceed to the mechanical stage of developing a good sand based athletic field maintenance program. Part of the commitment from the very beginning is to always have a safe, playable surface. This one thing will require you to eliminate unlimited play on a game day field. Try to have alternate areas set aside for team practice, P.E. classes, band, intramural, etc, etc. These other areas can and should be sand based. Have enough areas set aside so you can rotate the play and the resulting wear the field will receive.

Sand based fields are not a cure all. You cannot expect one sand based field to stand up to unlimited use. If this is your goal or philosophy, then you should shift gears and start making plans for an artificial field surface.

Once a commitment has been made to establish a sand based field, you must work closely with your engineer in selecting the size and shape of the field, sand, drainage and irrigation. These will be some of the ingredients for your successful field. Work closely with your county agent, your university, (WSU, Dr. Gwen Stahnke and Dr. Stan Brauen; OSU, Mr. Tom Cook). These people are there to help, and are very willing to work with you if you are committed to doing the job right. The U.S.G.A. is another source for guidelines and specifications for sand green construction.

SANDS

Using your engineer and university, choose a sand that will meet the university specifications for a fine sand: (1/2 to 1/4 mm in size) with as few fines (silts and clays) as possible. You will need some fines, but do not exceed 2-3% if possible. Do not make the mistake that so many do by using a coarse sand. Many examples exist of a coarse sand field that results in a very loose and droughty area that is unsafe, unplayable, and unable to grow and maintain a dense turf. Some people think that we are building with sand for good drainage, and they are correct, but we also must hold enough water in the sand to keep the surface stable and support plant growth.

CONTRACTOR

Once you have made the decision on the correct materials, choose a contractor that has had some successful experience building athletic fields. Ask for examples, and then go see if they are holding up well. Choose a contractor that uses laser guided equipment for installing drainage as well as finish grading the surface. Laser equipment is available and will almost guarantee you of a flat surface, and that your drain lines will have the water running downhill.

MAINTENANCE

You will be maintaining these fields very similarly to greens and tees and will need some very specific equipment to maintain a quality playing surface. Some of the necessary equipment is:

AERIFIER: A hollow tine aerifier that will remove a core of organic material and sand from the surface 4" to 6" minimum. This will help keep the surface open and allow for good water and air movement into the sand as well as allowing the gasses to escape through the surface.

Sand based fields will seal up more quickly than soil based fields as clippings and organic matter accumulates. The reason for this is there is limited bacterial activity to decompose the organic material.

Keeping the surface open is critical and will probably require spiking on a regular basis during the entire growing season. This should not interfere with play or make the surface unstable.

THATCHER: You may need to remove excess organic material using a thatching machine as well as an aerifier. This process may not need to be done as often as aerification, but is another tool to help keep the surface open.

TOPDRESSING: After you have aerified, swept, and removed the organic debris, you must topdress the entire area to not only fill the aerification holes, but to also cover the organic matter to aid in the decomposition process. Topdressing should be continued throughout the growing season to help keep the surface level, to fill in divots made by players, and to help promote a dense turf.

OVERSEEDING/RESEEDING: A slicer/seeder is one machine that you will use throughout the growing season. It will help you re-introduce more grass plants into the area that have been destroyed or removed during play. Do not be afraid to use this machine as often as possible. It does not disturb the surface enough to interfere with play and if done weekly during the season will help keep the traditional worn areas a little stronger and possibly survive a little longer. Seed priming or pre-germination is an excellent way to speed up the germination process by a few days.

you will need to overseed periodically but could probably get 2 by without a slicer-seeder

EQUIPMENT NEEDS

- × Reel type mowers with baskets
- × 45 p.t.o. HP Tractor
- × 6' Slicer/Seeder
- × Core Aerifier
- × Sweeper
- Sand Topdresser
- Drag Mat
- Spiking Machine
- Line Painting Machine
- × Boom Sprayer
- × Utility Vehicle
- × Seed Pre-germinator
- Remote control sprinkler checker
- Roller
- × Fuel, Fertilizer, and Pesticide Storage Facility

Even though we are not working with as many acres and amount of equipment as some of the golf courses, we are still held responsible for cleaning up our equipment in a responsible manner. Do what you can not to contaminate the surface drainage water when you clean off your equipment. There are now some guidelines that we must follow.

CONCLUSION

If you cannot put together a strong supportive team to manage your natural grass field, you have some options:

- 1) Play on unsafe, muddy soil fields
- 2) Play on unsafe, hard soil fields
- 3) Install an artificial surface

You must have the support of the same group of people that made the initial decision to develop a sand based field, plus the additional support from the coaching staff and players, to ensure you have everyone on the same page in respect to the original goals.

Resolution No. 2011-3

A RESOLUTION, effective August 25, 2011, of the Orcas Island Park and Recreation District authorizing the engagement of Clark Nuber Professional Services of Bellevue, WA

WHEREAS the Orcas Island Park and Recreation District (the District) has recently received interim, partial funding to begin operations; and

WHEREAS the District needs to set up accounting and establish a chart of accounts; and

WHEREAS the accounting system will meet both BARS and GASB requirements; and

WHEREAS the District seeks to establish internal controls, related policies and procedures to properly maintain both BARS and GASB "systems"; and

WHEREAS on August 25, 2011 the District approved a motion to accept a limited and amended Scope of Work as submitted by Clark Nuber in July 2011, for professional advice, counsel and deliverables, not to exceed \$3000; and

WHEREAS on August 11, 2011, the District approved a motion to authorize the hiring of an Interim Coordinator with a Scope of Work that included acting as a liaison to an Accounting Firm, on behalf of the District.

NOW THEREFORE the District agrees to authorize the Interim Coordinator, with written consent of two Commissioners, to act on the District's behalf to oversee completion of a discreet set of activities as proposed by accounting firm, Clark Nuber of Bellevue, WA. detailed in an email from Clark Nuber dated August 3, 2011, with a budget not to exceed \$3500, and with approved work to be completed no later than September 30, 2011.

ADOPTED by the Board of Commissioners of the Orcas Island Park and Recreation District, San Juan County, Washington, on the Twentyfifth day of August, 2011.

*Went ahead on:
Martha J. J. J.*

Resolution No. 2011-4

A RESOLUTION, effective August 25, 2011, of the Orcas Island Park and Recreation District to Hire Leslie Rae Schmitz to complete Scope of Work dated August 2011.

WHEREAS the Orcas Island Park and Recreation District (the District) has recently received interim, partial funding to begin operations; and

WHEREAS the District needs to set up an accounting system to both manage and track donated and grant funds as well as meet Washington State auditing requirements; and

WHEREAS the District will be purchasing, installing, testing and eventually operating a new online registration system for recreational activities on Orcas Island; and

WHEREAS office protocols, policies and procedures are needed to assure compliance with regulatory laws related to managing District finances and to documents appropriately; and

WHEREAS on August 11, 2011 the District approved a motion to adopt a Scope of Work for tasks and deliverables to be completed between the August 2011 to January 2012 timeframe and not to exceed \$10,000.

NOW THEREFORE the District has agreed to hire Leslie Rae Schmitz as an independent contractor, for professional services not to exceed \$10,000, to oversee and complete the attached Scope Of Work, dated August 2011. Related to the Scope of Work, and with the approval of two Commissioners, up to \$500 more may be charged to OIPRD for incidentals and/or travel expenses related to the fulfillment of the Scope of Work

Martha Jarush, Chair 8/25/11

ADOPTED by the Board of Commissioners of the Orcas Island Park and Recreation District, San Juan County, Washington, on the Twentyfifth day of August, 2011.



P.O. Box 19330 - Spokane, WA 99219-9330
509-838-0910 - 800-462-8418

INVOICE

Invoice Number:	Invoice Date:	Page:
11368	8/8/11	1

Member: Orcas Island Park & Recreation District
P.O. Box 575
Eastsound, WA 98245

Member ID: 556

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days		9/7/11

Description	Amount
Addition of coverage - effective July 20, 2011 to September 1, 2011 Liability - General/Auto/Public Officials E&O/Employment Practices Dishonesty Coverage - \$2,500 @ no charge	255.00

Check/Credit Memo No	Subtotal	255.00
	Payment/Credit Applied	
	TOTAL	\$ 255.00



P.O. Box 19330 - Spokane, WA 99219-9330
509-838-0910 - 800-462-8418

INVOICE

Invoice Number: R12556	Invoice Date: 8/9/11	Page: 1
---------------------------	-------------------------	------------

Member: -Orcas Island Park & Recreation District
P.O. Box 575
Eastsound, WA 98245

Member ID: 556

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days		9/8/11

Description	Amount
2012 POLICY YEAR - effective September 1, 2011 to September 1, 2012	
Liability - General/Auto/Public Officials E&O/Employment Practices	2,495.00
Dishonesty Coverage - \$2,500 @ no charge	

	Subtotal	2,495.00
Check/Credit Memo No	Payment/Credit Applied	
	TOTAL	\$ 2,495.00