

Public Meeting  
Sep 10, 2015

## Meeting Minutes September 10, 2015

Orcas Island Park and Recreation District Commission  
Public Meeting, Thursday, September 10, 2015  
Eastsound Firehouse  
4:00 P.M. - 6:00 P.M.

### **I. CALL TO ORDER – 4:06 pm**

Bob Eagan, Chairman

Roll call:

Seat 1: Vicki Vandermay - *present*

Seat 2: Bob Eagan - *present*

Seat 3: Martha Farish - *present*

Seat 4: Justin Paulsen - *present*

Seat 5: Joe Gaydos- *absent*

Staff present: Marcia West (Director), Kim Ihlenfeldt (Program Coordinator)

Public present: Lynn Howe, Scott Lancaster, Deborah Jones, Janet Knowles

### **II. PUBLIC COMMENT**

Lynn Howe spoke about the tennis courts and a problem between two individuals. She said the problem has been going on for almost two years and has become very awkward and uncomfortable. She said that one community member is being too aggressive and belligerent. The tennis community has tried to stay polite and include him in games with his students. There is an amazing and fun community being built on the tennis courts that is bridging genders and age. Examples of the aggressive behavior are sitting in the stands and watching while other people are having lessons, the individual will come and park their car and watch, and will bounce balls on the court while other people are playing. One board member said that they have spoken to a deputy and was told that because it's a public park, it is a tricky situation until something is actionable. Lynn feels like this individual's attitude has gotten to the point of harassment or stalking. OIPRD tried to help with these issues by implementing the reservation system. The general idea is that there was less conflict in June and July and started up again at the end of August. Some suggestions were someone to help mediate, someone to talk to the individual personally, and some kind of change in policy. Martha and a representative tennis player will have a discussion with the individual as private citizens. At this point in time our primary instructor is not comfortable teaching lessons at Buck Park. It was suggested that the solution to try as step one is having a member of the public having a private conversation with the individual.

A written comment regarding tennis court use was submitted to the Board and is attached to the minutes. *<Tennis Letter L. White attached>*

### **III. MONTHLY AGENDA**

**1. Previous Minutes – August 13, 2015**

**MOTION:** With no revisions, Martha moved to approve the August 13, 2015 public meeting minutes; Bob seconded and it was approved unanimously.

**2. Payment of Claims**

**MOTION** to approve the September Claims Payment #6501 for \$14,200.33 and the sales tax payment of \$145.38 to the Department of Revenue, Martha moved to approve; Justin seconded and it was approved unanimously.

**4. Employees Pay Slip**

**MOTION** to approve employees pay slip by Martha; seconded by Bob; and it was approved unanimously.

### **V. MONTHLY BUSINESS**

**1. Financial**

*<Custom runner attached>*

Cash ending balance at end of July 31th, 2015 was \$161,852.09.

**2. Director's Report**

*<Director's report attached>*

### **VI. UNFINISHED BUSINESS**

**1. General Budget 2016 Levy – next step**

Martha has a suggestion that OIPRD comes up with the language and the budget as soon as possible to give to key people to look it over. Martha believes that time is very critical or this. She wants the board to consider whether OIPRD has asked for enough money to make everything that needs to get done gets done. Martha said that it is important that OIPRD needs to come up with the amount to cover everything within the next month. It needs to be clear that the fixing of field one is badly needed and that little league fields need to be provided. Deb said that the league of women voter's has asked Deb to answer come questions about the needs of OIPRD. Deb asked if she was able to speak about the levy to the public and the Board said yes.

**2. OOLA Update**

It is in the permitting phase. There will be an OOLA meeting on Monday at 9 AM.



### **3. Funhouse Commons Rental Contract**

**MOTION** to adopt the Funhouse Commons Rental Agreement and sign the rental contract by Martha; seconded by Bob; and it was approved unanimously.

## **VII. NEW BUSINESS**

### **1. Facility Use Agreement with OISD**

Martha, Bob, and Marcia met with Scott and Eric three days ago. At this point in time the school's plan is to start construction of the track on the day after the last day of the 2016 school year. The upper fields will not be available in 2017. It was mentioned that it is important that the levy includes the need to repair field one. The inside of the track is eventually going to be developed in to an athletic field of some sort, but if the money hasn't been raised for this by the time that the track is built, then the inside will be covered in hydroseed. Scott said that the school's standpoint is that in the short term there will just need to be flexibility. The football field will need to have more use. The football field is not in good shape and needs help. Scott said that the district is going to have to deal with that and do the best they can. One suggestion was talking to the Christian school about the use of their baseball field. The feeling at the meeting was that everyone is on board and committed to solving the little league problem by 2017. The school wants to remove OIPRD's use of the library, cafeteria, and band room from the list of facilities, and therefore Marcia would no longer be responsible for scheduling those spaces. If OIPRD is interested in using those facilities they will need to communicate with the school district. Ideas for where the boys choir could meet are the church, the senior center, or using a keyboard and being in a different room in the school. A committee of Bob, Scott, Marcia, Eric, and Joe has been suggested to talk about these issues.

### **2. Court Use and Code of Conduct Review**

Marcia researched codes of conduct from other districts. She found one that was about 32 pages long from a much larger district. Copies of the selected example were handed out for Board member to consider.

### **3. Fall / Winter Staffing**

OIPRD is looking for staff for the fall and winter. Staffing is the fill the facility supervisor position and cover evening open gyms. We are also looking for help with the fall soccer program including equipment and field prep and scheduling games and umpires.

### **4. 2016 Budget Planning**

It is time to start budget planning for 2016. Public budget hearing will be the 12<sup>th</sup> of November. Marcia will have a first draft of the budget for review during the October meeting.

## 5. PCA Update

The Positive Coaching Alliance committee has decided to hire Hailey Winchill, who works at Camp Orkila, to work with coaches and athletes to overview the PCA training with 15-20 minute conversations with each sports team.

## VIII. ADJOURNMENT

**MOTION** to adjourn by Vicki, seconded by Bob at 5:51 pm, unanimously approved.  
The meeting was adjourned at 5:51 pm.

### ***Addenda:***

*Tennis Letter – L. White*

*September Payment of Claims*

*Custom Report Runner*

*Director's Dashboard*

*Draft OIPRD Levy Budget Review*

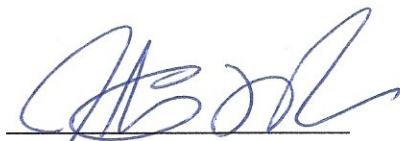
*Funhouse Commons Lease Contract*

*Resolution 2015-8, Resolution to Adopt Lease Agreement between OIPRD and The Funhouse Commons*

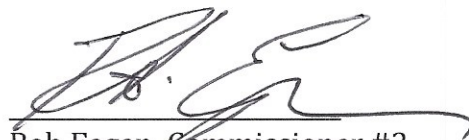
Public Meeting minutes for September 10, 2015

Approved by motion on this 8<sup>th</sup> day of Oct, 2015

Signed and attested this 8<sup>th</sup> day of Oct, 2015



Justin Paulsen #4,  
Secretary



Bob Eagan, Commissioner #2,  
Chair



Lynn Sharpless White

9 September 2015

Marcia West  
Orcas Park and Rec Board of Commissioners  
P.O. Box 575 / 30 Pea Patch Lane  
Eastsound, WA 98245

Dear Marcia and Orcas Park and Rec Board of Commissioners,

I am disappointed that the situation on our tennis courts has not been successfully resolved. We seem to be accepting that persistent pressure and intimidation are sufficient means to derail the successful tennis program.

There must be a more effective formal structure in place to resolve the situation on the tennis courts. We have an excellent professional certified coach with Jill Toney; she is insured and has the experience to develop our tennis program. How is it possible that we are allowing an ongoing conflict over a year and a half without resolution to the point that we will lose her? Jill has consistently been professional, organized, responsible and thorough in her teaching and communication with her students and families. I am very confident that these qualities do not suddenly disappear when she meets with the unpleasant challenges she has faced on our courts. We should be ashamed to allow this.

Jill has followed the rules and guidelines set out by Park and Rec. She has developed a program where none existed. To paraphrase my last email to Park and Rec dated June 2014:

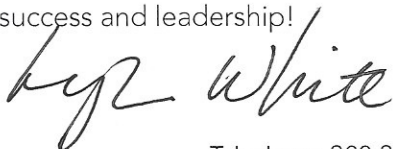
Five or six years ago, I enrolled my son in a tennis clinic with Thomas and Joe. It was fun and Joe and Thomas presented their hope that there could be more enthusiasm for tennis among young players. ....my hope was that my son would enjoy it. When the clinic ended, I communicated with Thomas many, many times that I would like to have my son take more lessons and for him to just let me know if he did anything further. He had my contact information and my willingness to follow up, but he never followed up with me. When the Quick Start Tennis class was offered I enrolled, specifically to be helpful and supportive toward improving the tennis courts.

This may seem old and irrelevant, but truly, there was no developing, growing tennis program on Orcas prior to Jill Toney's consistent lessons - geared toward families. There must be some regard for this. Can't we find a way to solve the problem? Or, do we turn our backs and say it's too complicated and it would be simpler to lose this coach.

Thank you for your time.

Wishing you success and leadership!

Lynn White



Telephone: 360-376-8181 / Cell: 310-383-5870

Mail: 54 Bright Water Lane. Eastsound WA 98245 / lswhite360@gmail.com

**CLAIMS PAYMENT REQUEST**

DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT FUND # 6501


Page 1 of 7

DATE: 10-Sep-15

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$14,200.33

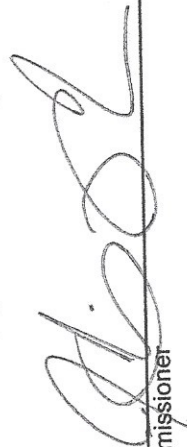
I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

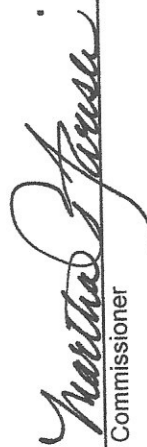
  
Signed as Chairman Commissioner  
Date 9/10/15

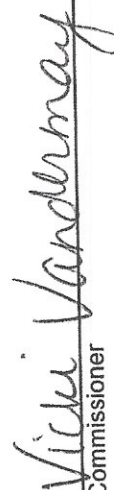
**Board Authorization**

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling

\$ 14,200.33 for the period ending September 10, 2015 We approve payment with our signatures below.

  
Commissioner  
Date 9/10/15

  
Commissioner  
Date 9/10/15

  
Commissioner  
Date 9-10-15

Commissioner  
Date

# Invoice Accounting Report by Vendor Name

Page: 1

aplAVnn  
09/10/2015 9:12:56AM

Vendor Number: cen480		Name: CENTURYLINK			
Invoice Number	Line No	Line Description	Account Number	Amount	Type
ct0910	1	Sept phone bill	E 6501.00.571.00.42.0004	248.06	in
Vendor Number: cli145		Name: CLIMB THE MOUNTAIN			
Invoice Number	Line No	Line Description	Account Number	Amount	Type
ctm0910	1	Orcas debate camp	E 6501.00.571.00.31.0019	292.61	in
Vendor Number: eas350		Name: EASTSOUND WATER USERS ASSN			
Invoice Number	Line No	Line Description	Account Number	Amount	Type
eas0910	1	August water Buck Park	E 6501.00.571.00.47.0012	78.75	in
Vendor Number: gri146		Name: GRIFFIN YARD WORKS			
Invoice Number	Line No	Line Description	Account Number	Amount	Type
gri0910	1	Aug maintenance	E 6501.00.571.00.48.0006	903.64	in
	2	sales taxes	E 6501.00.571.00.48.0006	73.19	in
				Vendor Total:	976.83
Vendor Number: lib142		Name: LIBLIK, TOOMAS			
Invoice Number	Line No	Line Description	Account Number	Amount	Type
lib0910	1	August tennis instruction	E 6501.00.571.00.41.0003	160.00	in
Vendor Number: orc830		Name: ORCAS POWER & LIGHT			
Invoice Number	Line No	Line Description	Account Number	Amount	Type
orc0910	1	August electric Buck Park	E 6501.00.571.00.47.0014	239.03	in
Vendor Number: orc149		Name: ORCAS SEPTIC SERVICE			



# Invoice Accounting Report by Vendor Name

Page: 2

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09/10/2015 9:12:56AM

San Juan County

Invoice Number: 13847  
Line No: 1  
Line Description: August Buck Park Sani Can Service  
Account Number: E 6501.00.571.00.47.0011  
Amount: 520.00  
Type: in

Vendor Number: ipedrick  
Name: PEDRICK, JOAN

Invoice Number: jp0910  
Line No: 1  
Line Description: debate camp supplies  
Account Number: E 6501.00.571.00.31.0019  
Amount: 519.19  
Type: in

Vendor Number: pro147  
Name: PROSTOCK ATHLETIC SUPPLY, INC.

Invoice Number	Line No	Line Description	Account Number	Amount	Type
BBT013242	1	Football - Kings gear - Orcas	E 6501.00.571.00.35.0100	869.70	in
	2	sales tax BBT-13242	E 6501.00.571.00.35.0100	75.66	in
	3	Football - Kings gear - BBT013242	E 6501.00.571.00.35.0100	1,040.10	in
	4	Sales tax - BBT013242	E 6501.00.571.00.35.0100	90.49	in
	5	Football - Kings gear - BBT013242	E 6501.00.571.00.35.0100	1,508.15	in
	6	Sales tax - BBT013242	E 6501.00.571.00.35.0100	131.21	in
	7	football shipping - BBT013353	E 6501.00.571.00.31.0100	74.96	in
	8	shipping tax - BBT013353	E 6501.00.571.00.31.0100	6.52	in
	9	fall soccer and flag football -	E 6501.00.571.00.31.0100	493.75	in
	10	soccer and flag sales tax	E 6501.00.571.00.31.0100	42.96	in
	11	flag football belt	E 6501.00.571.00.31.0100	24.00	in
	12	flag football - sales tax	E 6501.00.571.00.31.0100	2.09	in
Vendor Total:				4,359.59	

Vendor Number: sal109  
Name: SALMONBERRY SCHOOL

Invoice Number: PQ0910  
Line No: 1  
Line Description: Peter Quires Instructor Donation -

Vendor Number: san275  
Name: SAN JUAN SANITATION CO INC

Invoice Number: 2960959-SJ  
Line No: 1  
Line Description: August Buck Park trash & recycle  
Account Number: E 6501.00.571.00.47.0013  
Amount: 1,489.50  
Type: in

Vendor Number: sou148  
Name: SOUTHEASTERN SECURITY

Invoice Number: 2960959-SJ  
Line No: 1  
Line Description: August Buck Park trash & recycle  
Account Number: E 6501.00.571.00.47.0013  
Amount: 189.73  
Type: in

Page: 2

# Invoice Accounting Report by Vendor Name

Page: 3

apinAVnn  
09/10/2015 9:12:56AM

San Juan County

Invoice Number: 25885  
Line No: 1  
Line Description: security check football  
Account Number: E 6501.00.571.00.41.0001  
Amount: 18.50  
Type: in

Vendor Number: fun100  
Name: THE FUNHOUSE DISCOVERY CTR

Invoice Number: fhc0910  
Line No: 1  
Line Description: Sept rent and storage  
Account Number: E 6501.00.571.00.45.0002  
Amount: 460.00  
Type: in  
Line No: 2  
Line Description: Aug program and staff support  
Account Number: E 6501.00.571.00.41.0200  
Amount: 108.00  
Type: in  
Vendor Total: 568.00

Vendor Number: vis100  
Name: VISA

Invoice Number: visa0910  
Line No: 1  
Line Description: volleyball tourny t-shirts  
Account Number: E 6501.00.571.00.31.0100  
Amount: 557.24  
Type: in  
Line No: 2  
Line Description: skatepark gear - camp  
Account Number: E 6501.00.571.00.31.0100  
Amount: 12.97  
Type: in  
Line No: 3  
Line Description: USA football coach reg  
Account Number: E 6501.00.571.00.31.0100  
Amount: 25.00  
Type: in  
Line No: 4  
Line Description: Football stickers - helmets  
Account Number: E 6501.00.571.00.31.0100  
Amount: 56.50  
Type: in  
Line No: 5  
Line Description: monthly quickbooks  
Account Number: E 6501.00.571.00.31.0004  
Amount: 11.20  
Type: in  
Line No: 6  
Line Description: Buck park graffiti remover  
Account Number: E 6501.00.571.00.48.0011  
Amount: 286.00  
Type: in  
Line No: 7  
Line Description: Print for less - fall mailing printing  
Account Number: E 6501.00.571.00.42.0003  
Amount: 1,691.70  
Type: in  
Vendor Total: 2,640.61

Vendor Number: wsf100  
Name: WASHINGTON STATE FERRIES

Invoice Number: F102691  
Line No: 1  
Line Description: Football - field monitor ticket  
Account Number: E 6501.00.571.00.43.0010  
Amount: 142.45  
Type: in

Vendor Number: wes146  
Name: WEST, MARCIA J.

Invoice Number: mw0910  
Line No: 1  
Line Description: Fall soccer t-shirts  
Account Number: E 6501.00.571.00.31.0019  
Amount: 1,097.36  
Type: in  
Line No: 2  
Line Description: US Postal Fall mailing  
Account Number: E 6501.00.571.00.42.0001  
Amount: 656.34  
Type: in  
Line No: 3  
Line Description: tennis schedule size and laminate  
Account Number: E 6501.00.571.00.41.0008  
Amount: 3.78  
Type: in  
Vendor Total: 1,757.48

Invoice Accounting Report by Vendor Name  
San Juan County

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Grand Total: 14,200.33



**CLAIMS PAYMENT REQUEST**

DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT      FUND # 6501


Page 1 of 3

DATE: September 10, 2015

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS      \$145.38

I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

 Signed as Chairman / Commissioner  
Date 9/10/15


**Board Authorization**

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling

\$ 145.38 for the period ending September 10, 2015 We approve payment with our signatures below.

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

 Vicki Vandermay  
Commissioner  
Date 9-10-15

 Commissioner  
Date 9/10/15

 Commissioner  
Date 9/10/15

Invoice Accounting Report by Vendor Name  
San Juan County

Vendor Number: sta895

Name: STATE OF WASHINGTON

Invoice Number	Line No	Line Description	Account Number	Amount	Type
603-231-409	1	August sales tax	E 6501.00.586.00.44.0000	145.38	in

Grand Total: 145.38

## MONTHLY FINANCIAL STATEMENT BY FUND

SAN JUAN COUNTY

START DATE: 8/1/2015 END DATE: 8/31/2015

## FUND: 6501.00 ORCAS ISLAND PARK AND REC DISTRICT

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
<b>101</b>	<b>BEGINNING CASH BALANCE</b>			178,683.87	
212	SALARY PAYABLE	5,825.40			
231	OTHER ACCRUED LIABILITIES	1,664.22			
310	TAXES	1,607.58			
330	INTERGOVERNMENTAL REVENUE				
340	CHARGES FOR GOODS AND SERVICES	2,989.54			
360	MISCELLANEOUS REVENUES	385.00			
380	NONREVENUES	145.38			
	<b>TOTAL RECEIPTS</b>		12,617.12		
212	SALARY PAYABLE	5,825.40			
231	OTHER ACCRUED LIABILITIES	1,664.22			
570	CULTURE AND RECREATION	21,882.57			
580	NONEXPENDITURES	76.71			
590	DEBT SERVICE AND OTHER				
	<b>TOTAL DISBURSEMENTS</b>		29,448.90		
<b>101</b>	<b>ENDING CASH BALANCE</b>				161,852.09
				<b>GL ENDING CASH BALANCE</b>	161,852.09
				<b>NET VARIANCE</b>	0.00
<b>241</b>	<b>PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)</b>			0.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	<b>NET CHANGE</b>		0.00		
<b>241</b>	<b>BONDS OUTSTANDING (ENDING BALANCE)</b>				0.00
<b>151</b>	<b>BEGINNING INVESTMENT BALANCE</b>				
	INVESTMENTS ACQUIRED	0.00		0.00	
	INVESTMENTS LIQUIDATED	0.00			
<b>151</b>	<b>ENDING INVESTMENT BALANCE</b>				0.00



activity	category	participants avg each time	end date	staffing
Soccer Camp- PQ	III	14	28-Aug	PQ
Football- Tackle	III	15	Oct	staff
Tennis- Youth clinics	II	5	27-Aug	TL
Volleyball Camp	II	19	Aug	Rebecca
Basketball Camp	II	22	Aug	Derrick
Skateboard Camp	III	7	Aug	Marcus
Debate Camp	II	15	20-Aug	CTM
Volleyball Tourney	III	30	16-Aug	staff
<b>Upcoming Activities</b>				
activity	category	registered	start date	staffing
see Fall Activities flyer				

Adult drop in activities moving indoors

Volleyball - two nights a week

Pickleball - two nights a week

Adult drop in activities continuing outdoors

Tennis - new schedule

Soccer- two days a week

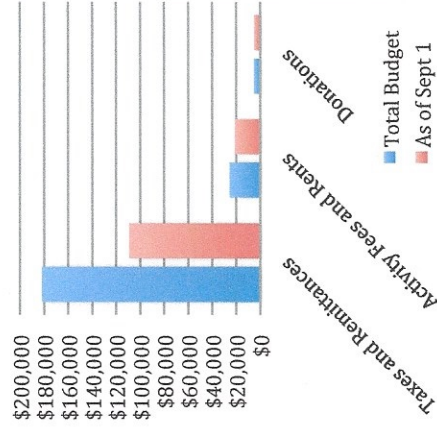
## Orcas Island

Park & Recreation District  
Monthly Director's Report

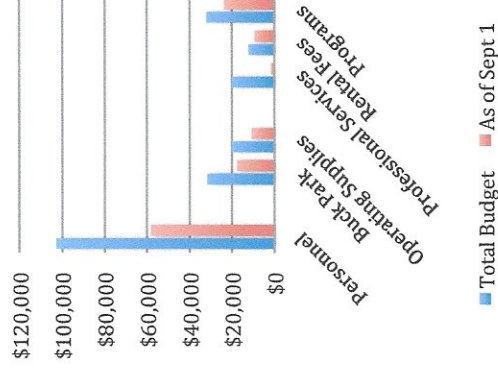
AS OF: 9/10/15

As of Aug 31, 2015  
 Balance: \$161,852.09  
 Expenses August:  
 \$ 21,959.28  
 Revenue August:  
 \$5,127.50  
 Difference from budget:  
 + \$37,796

## Revenue Year to Date



## Expenditure Year to Date



## Buck Park Maintenance &amp; Management

- One tree is down in the south end of the park and will be removed along with trail clearing.
- Fields are recovering well with the change in weather and watering. Soccer season begins next week with all fields in use.
- School has asked for some additional trimming behind the baseball fence.
- Skatepark graffiti removal is in progress. We are cleaning off all graffiti.
- Sand volleyball court is on hold until we have enough funds. The project will be addressed in early spring for next year's play.
- The school will not need the pickleball area for PE classes this fall. Classes small enough to all play on the tennis court at once.
- We need to restring the soccer nets for fall. There may be a goal shortage for soccer several are in bad shape.
- Evening activities in the park are wrapping up. The softball group is done for summer and the volleyball players' request to move inside earlier than scheduled.

## Commissioners' Action Items

- Planning for levy and ballot issues – Create timeline for key events and progress.**
- Complete Buck Park Risk Management Assessment
  - Review draft operations manuals that include administrative policies and procedures.
- Planning and programming for park and OIPRD organizational structure
  - Funding opportunities
  - Citizen Input
- Continue work on OOLA – permit support
- Meeting with OISD - Sept
  - Facility use agreement
  - Buck Park use costs

## Administrative Task Update

- Summer programs wrapped up with the final soccer camp. Programs ran smoothly with no reported incidents and good attendance.
- Football has 15 on the tackle team. New equipment is in and team costs are within the budget.
- Fall program post card is out and the new tennis schedule is posted. We are having complaints of some negative behavior on the tennis courts.
- We will not be handling rentals for the new school spaces – the band room, cafeteria, and library. We are looking for a location for Boys Choir.
- Looking for staff for soccer coordination, equipment repair and maintenance and open gyms. One possibility is to staff the beginning of the evening activities and have a volunteer monitor and close. This would allow us to use one person for both team sports and open gym supervision.

## **Budget Advisory Committee Orcas Island Park and Recreation Department (OIPRD)**

To be convened in the Fall of 2015 prior to filing for February 2016 election.

Some Suggested Participants:

Paul Kamin  
Alex Conrad  
Foster Hildreth  
Joe Cohen  
Lisa Byers  
Bob Lundeen  
Martha Fuller  
Steve Jung  
Susan Gudgell  
Hilary Canty

(More people and suggestions needed. These folks can participate via email and phone calls).

**Rationale:** Respected members of the community, knowledgeable about finance, are asked to review OIPRD proposed 2017-2023 levy request. Evaluation and advice is sought on the proposed 2016-17 budget and strategy of borrowing \$170,000 at 3-4% early in 2017 to finish repairs and upgrades to Buck Park by end of 2017. Members will be asked to publicly acknowledge their participation in the budget review process.

### **Materials To Be Attached for Budget Advisory Review :**

- Background Sheet on OIPRD's funding history.
- 
- Proposed 2016-17 budget for operations including proposed capital improvements, borrowing of funds, staffing and establishment of reserve fund.
- 
- Dashboard look at 2011 to 2015 activities and accomplishments; number of people served, demographics of those served, number of volunteers and hours served; number of hardship scholarships granted (whatever OIPRD board elects to showcase).

### **Backgrounder DRAFT 2010-2015**

Sixty two percent of Orcas Island voters approved the establishment of OIPRD as a Junior Taxing District in February 2011 at a milage rate of .09 per thousand of assessed (Feb. 8, 2011 with funds received in 2012) property values. At the time, this milage rate would have produced approximately \$300,000, per year, over the six years of funding.



The first tax revenue distribution to OIPRD was in May of 2012 (first full distribution, some small amounts starting in Feb. 2012), nearly a year and a half after voter approval. By then assessments had dropped and the .09 per thousand produced approximately \$180,000. The 2015 distribution is approximately \$175,000. The County forecasts the distribution in 2016 will also be around \$175,000.

Operating at rock bottom was instructional and useful for establishing a baseline of operations. The budget reduction however limited repairs for Buck Park, forced postponement of major soccer and baseball field upgrades, postponement of major repairs to the skatepark, irrigation infrastructure compromises and failure to capitalize on "opportunity" facilities like the woefully neglected outdoor basketball court and the now buried, but once viable, sand volleyball court.

Primarily due to the luck of having hired an extraordinary Executive Director with skills and capabilities well beyond the job description (and a spirit of service to match) OIPRD has been able to get by reasonably well, establishing solid operations and systems, gaining efficiency through the online registration and scheduling system while increasing revenue through greatly expanded public participation in activities. Buck Park is a much safer environment due to repairs OIPRD has made and is a much more attractive place due to excellent maintenance, mowing and Sani-Can oversight provided by OIPRD contractors.

The levy request under consideration for 2017-2023, will finally repair or restore all infrastructure at Buck Park to good working order. Some new and old facilities will be refurbished. New/old facilities over the next years will include, specifically, rebirth of the sand volleyball court, resurfacing and refurbishment of the outdoor basketball court, adding a lined pickleball court, adding a new tennis backboard as well as funding for the scheduled resurfacing of the existing tennis court. The baseball and soccer fields get heavy use and establishing a long-term care and maintenance program is budgeted in this levy request. Current discussions are under way to move the current dog park to land adjacent to Buck Park should the FAA elect to follow through on the threat of closure of the existing dog park facility. Costs are included and estimated.

However well OIPRD has managed to operate on a greatly reduced budget the current situation is not sustainable for reasons outlined below.

The 2017-2023 levy request of .15 per thousand of assessed value, while appearing to be a huge increase in the milage rate, delivers only the actual dollar amount required to manage the enterprise well and in a business-like manner. It is the consensus of the Board and staff that our message to the voters is simply "This is what it costs to do it right. It is your choice to have a "central park" in your town you can be proud of--or not". We (the OIPRD board and reviewers) have done our best."



If the voters approve, once the infrastructure repairs are completed, the historic facilities restored, replacement reserves are in place and the public is well served it is conceivable the next funding cycle could be reduced.

**The key, “big ticket” items, that drove the proposed 2017-2023 milage rate are :**

- Estimates as to the costs of infrastructure repairs such as well repairs, irrigation and drainage at Buck Park are roughly \$80,000.
- “New” and old restoration, resurfacing and/or annual refurbishment of things like existing soccer and baseball fields, resurfacing of the skatepark, a new dog park, scheduled refurbishment at seven years of the tennis courts, surface and lining for a pickleball court, restoring sand volleyball etc. is approximately another \$80,000.
- If approved by the voters, the Board will seek to borrow \$170,000 in 2016 at 3-4% to affect all repairs all at once. The debt to be retired within the 6-year levy period.
- Additional staff support required for to free up Executive Director time to oversee of infrastructure repairs should be estimated to be \$20,000-30,000 in 2016-17.
- Required audits by the State of Washington are at the sole determination of the State Auditor and can be every year, every two years, and/or, at the very minimum, once every three years. Cost’s run between \$5-8,000 for each event, deducted directly from our budget.
- The gap to replace the skill-set of the current Executive Director, should she retire during the next budget cycle, is estimated to be \$20-30,000 annually.
- Current (excellent) staffing, managing a host of volunteers may, or may not, be sufficient in years 3-6 of the levy funded period. An extra \$20,000 annually is budgeted to allow for additional staffing when and as needed.
- The OIPRD Board is committed to a reserve policy sufficient to provide for the orderly replacement of existing facilities as they naturally “age-out”. The estimated cost of that commitment is \$10,000 annually dedicated to “reserves”.

**Complicating all of the above is management of cash flow:**

- The cost of Buck Park repairs may be substantially reduced by completing all repairs all at once with one contractor with qualified oversight. The Board proposes borrowing up to \$170,000 at 3-4% interest rate to be entirely repaid within the term of the levy. All repairs to be completed no later than December 2017.
- OIPRD needs to finish every December fiscal year with \$150,000 in cash to be used as “carry-over”. Tax revenue is distributed, in bulk, two times annually, in May and in October.

## ORCAS ISLAND PARK AND RECREATION DISTRICT LEASE AGREEMENT

THIS AGREEMENT is entered into by and between the Orcas Island Park and Recreation District (OIPRD), a municipal corporation of the State of Washington ("Lessee"), and Children's Discovery Foundation dba the Funhouse Commons ("Landlord"), a 501(c)(3) non-profit corporation duly established by the laws of the State of Washington (collectively, "the Parties"), for the purpose of leasing from Landlord an office and storage area in the building located at 30 Pea Patch Lane, Eastsound, Washington.

WHEREAS, Landlord owns the Funhouse Building located at 30 Pea Patch Lane, Eastsound, in San Juan County, Washington, and desires to lease the Property to Lessee;

WHEREAS, Lessee desires to lease from Landlord the Property for the purpose of housing the administrative services of OIPRD; and

NOW, THEREFORE, in consideration of the terms, conditions, mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **PROPERTY.** The Property to be leased by Lessee is an office that is approximately 288 square feet and a storage room that is approximately 104 square feet, located at 30 Pea Patch Lane, Eastsound, Washington, on TPN 271412016 ("the Property"). The short legal description for the Funhouse Building is Thomas & Audrey Lavender SP PR Lot 4, Section 14, T 37N, R 2W. The use for the Property shall be administrative office use and storage of supplies and equipment. Lessees shall also share use of a conference room, which schedule will be controlled by Landlord and used on a first-come-first-served basis. Lessees will also share use of the Funhouse bathrooms.
2. **TERM.**
  - 2.1 **Two Year Term.** This Lease will commence and be effective on **October 1, 2015** and continue for 2 (two) years, until **October 1, 2017**.
  - 2.2 **Extended Term.** The Lease may be automatically extended for a second 2-year term ("extended term"), with an option to automatically extend for a third 2-year term, on the same terms and conditions as set forth in this Lease, except for the lease rent shall be adjusted as set forth Section 3. Lessees shall give Landlord their notice of intention to renew the Lease at least 60 (sixty) days prior to the expiration of this Lease. Such extended term(s) will be given under the same terms and conditions that apply throughout this Lease, except the original 2-year lease term set forth in paragraph 2.1, will not apply.



3. **LEASE RENT.**

- 3.1 **First Year.** Lessee agrees to pay Landlord, at Landlord's address set forth below or such other place as Landlord may designate in writing, rental for the Property in the amount of \$420.00 (four hundred and twenty dollars) per month ("Base Rent"), from October 1, 2015 to October 1, 2017 ("First Year"), payable in advance on the 1st day of each and every month during the First Year of the Lease. Payment shall be received on or before the 25<sup>th</sup> day of the month.
- 3.2 **Other Years.** For each successive calendar year after the First Year, beginning on October 1 of each successive year, Lessees agree to pay Base Rent plus a 2% increase based on the base rate, at the Landlord's discretion.
- 3.3 **Late Fee; Returned Checks.** If rent or other charges are not received by the Landlord within ten days after the rent due date, Lessees must pay a late fee of \$20.00 in addition to the rent, and must pay the same fee for returned checks due to insufficient funds. Lessees agree that the Landlord may require all future payments to be made only by certified check, money order, or cash. Payments received by the Landlord when there are arrears, will be credited first to any outstanding balance, and then applied to the current amount due.

4. **CONDITION OF PROPERTY.**

- 4.1 **Current Condition.** Landlord represents that the Property is clean, neat, and in good repair and suitable for the purpose for which it will be leased, i.e., administrative office purposes. Landlord will provide Lessee a checklist for the Property that shows the current condition of the Property prior to Lessee's occupancy.
- 4.2 **Inspection of Property.** Lessees acknowledge that they have inspected the interior of the Property and have found the Property to be in good working order. Lessees agree to return the Property to the Landlord at the end of the Lease in the same condition it was at the beginning of the Lease, after Landlord completes said damage and repairs, ordinary wear and tear excepted.
- 4.3 **Clean and Neat Condition.** Lessee will at all times keep the leased premises in a neat and clean condition, free and clear of debris and in compliance with all applicable laws.

5. **POSSESSION.**

- 5.1 Lessees may occupy and take possession of the Property anytime after this Lease is fully executed by the Parties. Lessees will yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed to by both parties.
- 5.2 Landlord has used his best efforts to give Lessees possession as near to the beginning of the lease term as possible. If the Lease renews and, in the future, the Landlord is unable to timely provide the Property to Lessees, rent will abate for the period of delay.



- 5.3 At the expiration of the term, Lessees will remove their goods and effects and peaceably yield the Property to the Landlord in as good a condition as when delivered to Lessees, ordinary wear and tear excepted.
6. QUIET POSSESSION. The Landlord covenants and warrants that upon performance by Lessees of its obligations hereunder, the Landlord will keep Lessees in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the Property during the term of this lease.
7. DEFAULT. If default is made in any of the covenants or conditions to be kept, observed and performed by Lessees or Landlord, and such default continues for 30 days after notice in writing by the other party, including by email, without correction, the non-defaulting party may declare the term of the lease ended and terminated by giving the other party written notice of such intention. If possession of the Property is not surrendered by Lessees, Landlord may reenter the Property. The Parties have, in addition to the remedies provided in this Lease, any other right or remedy available to Landlord or Lessees, either in law or equity. Either party will use reasonable efforts to mitigate its damages, which shall offset any rent or other cost owed by Lessees to Landlord. Lessees understand and agree that if Lessees file a petition of bankruptcy or dissolution, it will not release Lessees from the fulfillment of the terms and conditions of the lease agreement.
8. SUBLEASE; ASSIGNMENT.
- 8.1 Sublease. Lessee may not sublease part of the Property to other persons or entities without the Landlord's express written consent.
- 8.2 No Assignment. Lessee agrees that it may not assign this Lease to any other person or entity without the Landlord's express written consent.
9. MAINTENANCE.
- 9.1 The Landlord's obligations for maintenance include:
- ▲ The roof, outside walls, skylights, and other structural parts of the building;
  - ▲ The parking lot, driveways, and sidewalks including general maintenance, repair of potholes, and snow and ice abatement or removal;
  - ▲ Sewer system(s), water pipes, and other matters related to plumbing;
  - ▲ Repair of sinks and toilets, if due to plumbing issues beyond the control of Lessee;
  - ▲ Electrical wiring;
  - ▲ Heating and cooling systems;
  - ▲ All other items of maintenance not specifically delegated to Lessee under this Lease.
- 9.2 In regards to snow or ice removal on the parking lot or sidewalk, Lessee will notify Landlord by phone or in writing when snow or ice needs to be removed or abated for the safe ingress and egress of Lessee. Landlord agrees to address such issues, to the extent practicable, within five (5) working days.

9.3 Lessee's obligations for maintenance include maintaining all of Lessee's office spaces in a clean and habitable condition, excepting normal wear and tear, and maintaining all Lessee's office equipment, Lessee's trade fixtures and improvements, internal light bulbs, phone systems, internet systems, and other utilities or services contracted for by Lessee. All other maintenance obligations shall be Landlord's, unless mutually agreed to by the Parties.

10. UTILITIES AND SERVICES. Lessee is responsible for its own phone and internet service, and other business-related services. Landlord will pay for building utility costs such as sewer, electricity water, and other utility costs.

11. ALTERATIONS AND IMPROVEMENTS. Lessee, at Lessee's expense and with the Landlord's express written consent, may remodel, redecorate, and make additions, improvements, or replacements to all or any part of the Property from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee has the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Property, and fasten the same to the Property. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the lease term or placed or installed on the Property by Lessee thereafter, will remain Lessee's property free and clear of any claim by the Landlord. Lessee has the right to remove the same at any time during the term of this lease, provided that all damage to the Property caused by such removal is repaired by Lessee at Lessee's expense.

12. PROPERTY TAXES. The Landlord will pay, prior to delinquency, all general real estate taxes and installments of special assessments due during the lease term on the Property, and all personal property taxes with respect to the Landlord's personal property, if any, on the Property. Lessee is responsible for paying all personal property taxes with respect to Lessee's personal property at the Property.

13. PROPERTY INSURANCE

13.1 Lessee will maintain liability insurance for bodily injury, death, and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and will furnish the Landlord with proof of such coverage upon request. Landlord will receive advance written notice from the insurer prior to any termination of such insurance policies.

13.2 If the Property or any other part of the building is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, officers, employees or invitees, rent is not to be diminished or abated while such damages are under repair, and Lessee will be responsible for the costs of repair not covered by insurance. If the Property is damaged for any other reason, including fire and Acts of God, through no fault of Lessee, then Landlord shall be solely responsible and liable for the repair and cost of such damage.



14. SIGNS. Lessee may place on the Property, at locations selected by Lessee, any signs which are permitted by applicable zoning ordinances or county code, and are appropriate to the rest of the property. Landlord may refuse consent to any proposed signage that is in the Landlord's opinion too unattractive, or otherwise inconsistent with or inappropriate to the Property or use of any other tenant. Landlord will assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs. On termination of the Lease Lessee will remove any such signs and restore the property to its pre-sign condition.

15. LANDLORD'S RIGHT OF ENTRY.

15.1 Landlord, with 24 hours written notice, has the right during the term of this Lease to enter during reasonable hours to inspect the Property, make repairs or improvements, or to show prospective buyers and/or tenants the property. As provided by law, in the event of an emergency, Landlord reserves the right to enter the Property without notice. It is required that the Landlord have a working set of keys and/or security codes to gain access to the Property. Therefore, Lessee will not change locks, install additional locks, bolts, or security systems without the written consent of the Landlord. Unauthorized installation or changing of any locks will be replaced at Lessee's expense. Landlord will provide Lessee with a lockable office door with deadbolt and two complete sets of keys for entry to all doors necessary for entrance. Lessee is responsible for any and all damages that may occur as a result of forcible entry during an emergency where there was an unauthorized placement of a lock.

15.2 During the last three months of this lease, or any extension of this lease, the Landlord is allowed to display the usual "For Rent" signs and show the Property to prospective tenants, if Lessee has not opted to renew this Lease.

16. PARKING. Lessee is entitled to reasonable use of the parking lot directly outside the Funhouse Building. No parking spaces are assigned, and Lessee and its customers or guests may use the parking lot, in a manner consistent with Lessee's reasonable and necessary use of the Property.

17. DAMAGE, DESTRUCTION, CONDEMNATION.

17.1 If the Property is damaged or destroyed by fire, or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, the Landlord may in its sole discretion elect to repair the Property, or either party may terminate the lease upon thirty (30) days written notice to the other party. If the Property is condemned or cannot reasonably be repaired, this lease will terminate upon twenty (20) days written notice by either party. Lessee will give the Landlord immediate notice of any substantial damage to the Property.



17.2 If any legally constituted authority condemns the building or such part thereof which makes the Property unsuitable for leasing, this Lease will cease when the public authority takes possession, and the Landlord and Lessee will account for rent as of that date. Such termination will be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party has any rights in or to any award made to the other by the condemning authority.

18. **TERMINATION.**

18.1 **Termination by Landlord.** Upon the failure of Lessee to pay rent when due, Landlord may serve a Notice of Default upon the Lessee requiring payment of rent in full within ten (10) calendar days from service of the Notice or surrender of the premises and termination of this Lease.

18.2 **Default by Landlord.** In the event of any default by Landlord, Lessee, before exercising any rights that it may have at law to cancel this Lease, must first send notice by registered or certified mail or hand delivery to Landlord, and shall have offered Landlord ten (10) calendar days in which to correct and cure the default or commence a good faith effort to cure such default.

18.3 **Voluntary Termination.** Upon the express written agreement of both parties, this Lease may be terminated prior to the end of the lease term. A voluntary termination will be effective on the last calendar day of the month in which the agreement to terminate is made. Lessee shall pay all rent and other costs due under this Agreement up to the date of termination.

19. **ABANDONMENT.** If Lessee vacates the Property before the end of the lease term without written permission from the Landlord, the Property is then considered to be abandoned thirty (30) days after written notice of such abandonment is sent to Lessee. After the thirty-day notice period, Lessee will be in default of this Lease. Under these circumstances, Lessee may be responsible for damages and losses to the extent provided by state, federal or local law, caused by Lessee's abandonment.

20. **MECHANICS' LIEN.** Neither Lessee, nor anyone claiming through Lessee, has the right to file mechanics' liens or any other kind of lien on the Property, and the filing of this lease constitute notice that such liens are invalid. Further, Lessee agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps necessary in order to keep the Property free of all liens resulting from construction done by or for Lessee.

21. **MEDIATION; ARBITRATION.**

21.1 **Mediation.** The Parties shall attempt to resolve any controversies or disputes arising out of or relating to this Lease informally or through a good faith attempt at mediation. Each party will pay its own attorneys'

fees and costs, and the Parties shall equally bear the expense of the mediator (50/50). Mediation will occur in San Juan County on Orcas Island, Washington, unless expressly agreed to in writing by the Parties. If mediation fails or would be futile, the Parties shall resolve the matter through final and binding arbitration.

- 21.2 Arbitration. Any controversies or claims arising out of the terms of this Lease or its interpretation shall be subject to final and binding arbitration pursuant to RCW Chapter 7.04A, and settled in accordance with applicable Washington law. Arbitration shall occur in San Juan County, and the parties shall equally bear the expense of the arbitrator (50/50). Each party shall bear his or her own attorneys' fees and costs, unless otherwise ordered by the arbitrator. The judgment upon award shall be entered in San Juan County superior court.

22. SALE OF PREMISES. In the event the Property is sold, Landlord shall use its best efforts to ensure that the new owner shall continue this Lease. This Lease shall bind Landlord's heirs, successors, and assigns. In the event that after use of all best efforts, Landlord is not able to obtain the new owner's consent to continue this Lease with Lessee, Landlord may terminate this lease, on sixty days written notice to Lessee that the Property has been sold. Landlord shall pay to Lessee two months' rent for mitigation of damages due to early termination of the Lease.

23. HOLDOVER. If Lessee maintains possession of the Property for any period after the termination of this lease (referred to as "Holdover Period"), Lessee will pay the Landlord lease payment(s) during the holdover period at a rate equal to 120% of the most recent rate preceding the holdover period (if less, the maximum amount allowed by law). Such holdover will constitute a breach of this Lease. Landlord may, at its sole discretion, allow Lessee a month-to-month extension of this Lease. During the Holdover Period, Landlord may evict Lessee at any time, pursuant to applicable state or local law.

24. INDEMNIFICATION. To the extent permitted by law, the Parties agree to indemnify, hold harmless, and defend the other party from and against any and all losses, claims, liabilities, and expenses, including reasonable attorneys' fees, if any, which the other party may suffer or incur in connection with either party's possession, use or misuse of the Property.

25. DANGEROUS MATERIALS. Lessee will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Property, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by Lessee to the Landlord.

26. PEACEFUL ENJOYMENT. So long as Lessee pays the rent set forth in this Lease and otherwise complies with the terms and conditions of this Lease, Lessee shall have peaceful and quiet enjoyment and occupancy of the leased premises.



27. **SUCCESSORS.** The provisions of this lease extend to and are binding upon the Landlord and Lessess, and their respective legal representatives, successors and assigns.
28. **WAIVER.** No waiver of any default of the Landlord or Lessee hereunder is implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver affects any default other than the default specified in the express waiver, and only for the time and to the extent therein stated. One or more waivers by the Landlord or Lessee should not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.
29. **LEGAL COMPLIANCE.** Lessee will comply with all applicable laws, orders, ordinances now or hereafter pertaining to Lessee's use of the Property. The Landlord will comply with all laws, orders, and ordinances now or hereafter affecting the Property.
30. **CUMULATIVE RIGHTS; SEVERABILITY.** The rights of the parties under the Lease are cumulative, and will not be construed as exclusive unless otherwise required by law. Notwithstanding such cumulative rights, to the extent allowed by law, if any part of this lease agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this Lease. The remainder of the Lease will continue to be valid and enforceable by the Landlord to the maximum extent of the laws and regulations set forth by local, state and federal governments.
31. **FINAL AND ENTIRE AGREEMENT.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties. By signing this Lease, Lessee certifies that they have read, understood and agree to comply with all of the terms and conditions of this Lease.
32. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which shall be one and the same Lease and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
33. **AUTHORITY.** The Parties executing this Lease represent that they have the authority from their Board or Commission to bind their Board or Commission to any and all terms and conditions of this Lease.
34. **NOTICES.**
- 34.1 Any notice required by the terms of this lease will be in writing, and be made by email, U.S. Mail, or hand delivery. Notices for the Parties will be sent to:



**To the Funhouse Commons:**

Jill Blankenship, Chairperson  
30 Pea Patch Lane  
Eastsound, WA. 98245  
Phone: 360-376-7177  
Email: krista@thefunhouse.org

**To OIPRD:**

Chairperson, OIPRD  
P.O. Box 575  
Eastsound, WA.  
Phone: 360-376-7275  
Email: marciaw@oiprd.org

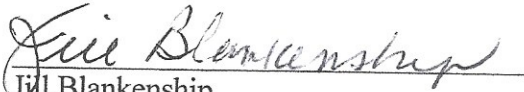
34.2 Notice may be given by either party to the other in any manner provided for by law, or in any of the following: regular mail, personal delivery, or email.

35. **GOVERNING LAW.** The law under which this agreement will be governed, construed and interpreted will be those of the State of Washington, San Juan County. Venue for any action under this Lease shall be in San Juan County.

36. **RECORDATION.** This Lease will be recorded by Lessee with the San Juan County Auditor.


IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed effective the day and year first set forth above.

**CHILDREN'S DISCOVERY FOUNDATION dba THE FUNHOUSE COMMONS**

  
Jill Blankenship  
Chair, Children's Discovery Foundation

9/14/15  
Date

**ORCAS ISLAND PARKS AND RECREATION DISTRICT**

  
Bob Egan  
Commissioner, Orcas Island Parks and Recreation District

9/10/15  
Date

# Resolution 2015-8

P.O. Box 575, Eastsound, WA, 98245

## Resolution to adopt Lease Agreement between OIPRD and The Funhouse Commons

### Resolution 2015-8

September 10, 2015

**WHEREAS** OIPRD is a municipal organization according to the laws of the State of Washington established for the purpose of providing leisure time activities and recreational facilities for residents, including managing indoor and outdoor recreational and educational programs; and

**WHEREAS** OIPRD has an established administrative office in The Funhouse Commons building; and

**WHEREAS** The Funhouse Commons, Landlord, owns the building located at 30 Pea Patch Lane, Eastsound, WA and desires to continue to lease a portion of the property to OIPRD (Lessee) and

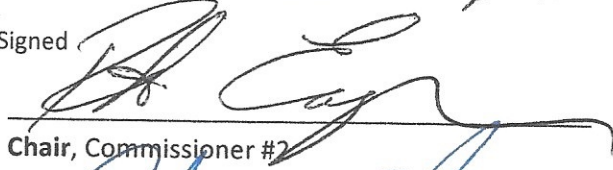
**WHEREAS** Lessee desires to continue to lease from Landlord for the purposes of housing administrative services, and

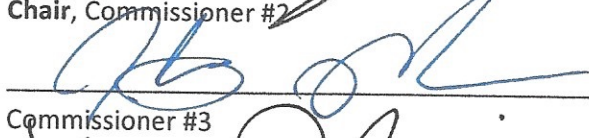
**WHEREAS** Landlord has made improvements to the property as required for a modern office space for the purposes of leasing the property to Lessee,

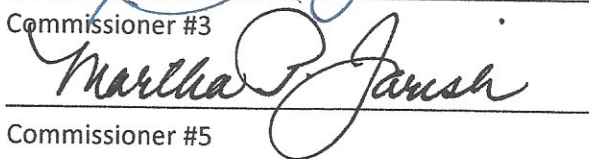
**NOW, THEREFORE BE IT RESOLVED**, in consideration of terms, conditions and mutual covenants and promises set forth in the Lease Agreement between OIPRD and The Funhouse Commons, and for other good and valuable considerations, the OIPRD Board of Commissioners adopt the Lease Agreement.

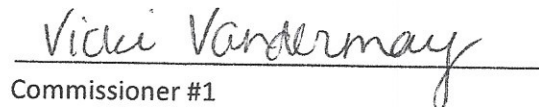
ADOPTED by the Board of the Orcas Island Park and Recreation District, San Juan County, Washington on the 10<sup>th</sup> day of September 2015

Signed

  
Chair, Commissioner #2

  
Commissioner #3

  
Commissioner #5

  
Commissioner #1

\_\_\_\_\_  
Commissioner #4