

Meeting Minutes May 12, 2015

Orcas Island Park and Recreation District Commission
Public Meeting, Tuesday, May 12, 2015
OIPRD Conference Room
4:00 P.M. - 6:00 P.M.

I. CALL TO ORDER – 4:05 pm

Bob Eagan, Chairman

Roll call:

Seat 1: Vicki Vandermay - *present*

Seat 2: Bob Eagan - *present*

Seat 3: Martha Farish - *absent*

Seat 4: Justin Paulsen - *present*

Seat 5: open

Public present: Jill Dann and Krista Bouchey.

II. PUBLIC COMMENT

Jill reported that she won't be using any reserved tennis time Saturdays. She has nine new ladies in a drop in class, and is looking for 5 additional kids for another class. She recently completed a four-week session, and all of those kids are signing up again. Similar age and ability makes for a successful class. Jill said that often times she doesn't know who will show up for a class because people don't always preregister. She said that even though she has insurance that covers her she will be much stricter in the future about not letting people play without registering. She also agreed to keep registration papers with her on site. It was suggested that parents of children in her classes bring Jill a receipt from ActiveNet, proving they have paid and signed up. OIPRD agreed to cc Jill on emails ensuring that she is aware of who has signed up. Joe and Jill will go out on a Tuesday or a Wednesday with a small group of people to clean the courts.

The lease between OIPRD and the Funhouse Commons expires on July 15. The lease includes a two-year automatic expansion. Krista will look and see what the CPI is for the rural northwest region of Washington State. Krista reported that the Funhouse board is looking at facility upgrades and reconfiguring the facility, possibly in the next five years. They are starting the planning process now. Part of the potential building remodel includes creating better offices. Krista asked if OIPRD is interested in these changes, and if they are interested down the line in continuing being a tenant in the Funhouse building. The OIPRD Board decided that they would have an internal discussion about what they want for the space. They agreed to bring that to a meeting, and will meet with someone from the Funhouse Board before July. They said that if the terms of the lease are reasonable, and if the CPI is somewhere in the 1-2% range they will sign the lease in July.

III. MONTHLY AGENDA

1. Previous Minutes – April 9, 2015

MOTION: With no revisions, Vicki moved to approve the April 9, 2015 public meeting minutes; Justin seconded and it was approved unanimously.

2. Payment of Claims

MOTION to approve the May Claims Payment #6501 for \$10,971.74, Justin moved to approve; Vicki seconded and it was approved unanimously.

MOTION to approve sales tax payment of \$79.74 to the Department of Revenue by Vicki; seconded by Justin; It was approved unanimously.

3. Employees Pay Slip

MOTION to approve employees pay slip by Justin; seconded by Vicki; and it was approved unanimously.

V. MONTHLY BUSINESS

1. Financials

<Custom runner attached>

Cash ending balance at end of April 30th, 2015 was \$185,436.97.

2. Director's Report

<Director's report attached>

VI. UNFINISHED BUSINESS

1. Election – Ballot Submissions

60 days left to fill commission seat number five. If it is not filled the county will appoint someone.

2. Commissioner Seat 5 – Recommendations

Justin will draft an email asking a list of people if they are interested in being a commissioner. He will send it to Marcia for review; she will then send it to the Board for approval.

3. Facility rental fees – fee schedule of facility rental - Update

Things have been going smoothly with OISD. Meeting proposed for the last week of June or 1st week of July with OISD to review the Facility Use agreement.

VII. NEW BUSINESS

1. Summer Activity Schedule and Equipment

MOTION to authorize the expenditure of up to \$3,000 for summer equipment including: camp volleyballs, 2 volleyball net sets, a replacement tennis net, and other supplies by Bob; seconded by Vicki; and it was approved unanimously.

Public Meeting
May 12, 2015

2. Rental Contract Renewal – FHC

See public comment.

3. Legal Services – Disengagement

Beery Elsner & Hammond LLP send a disengagement letter because OIPRD has not used their services in the last year. Marcia will write a letter expressing OIPRD's appreciation of their letter, that we are still interested in using their services, and that OIPRD just hasn't required their services in the past year.

4. Open Public Meeting Training

This was tabled until the next meeting due to time and Martha's absence.

5. Outdoor Volleyball Court

It appears that \$5,000 in donations for a beach volleyball court are available for improving the existing outdoor court. Justin will send the booster club board an email asking if they are interested in being a nonprofit to accept those donations and assist in this process.

VIII. ADJOURNMENT

MOTION to adjourn by Justin, seconded by Vicki at 6:07 pm, unanimously approved.
The meeting was adjourned at 6:07 pm.

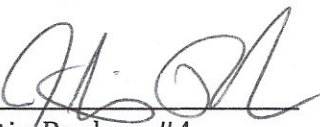
Addenda:

*May Payment of Claims
Custom Report Runner
Director's Dashboard
OIPRD Lease Agreement*

Public Meeting minutes for May 12, 2015

Approved by motion on this 11th day of June, 2015

Signed and attested this 11th day of June, 2015


Justin Paulsen #4,
Secretary



Bob Eagan, Commissioner #2,
Chair

CLAIMS PAYMENT REQUESTDISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT **FUND # 6501**DATE: 12-May-15 Page 1 of 8

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$10,971.74

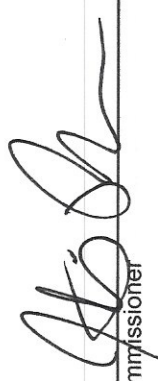
I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing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

 5/12/15
Signed as Chairman / Commissioner Date

Board Authorization

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

\$ 10,971.74 for the period ending May 12, 2015 We approve payment with our signatures below.

 5/12/15
Commissioner Date

Vicki Vandermay 5-12-15
Commissioner Date

aplNAVnn
05/11/2015 4:31:12PM

Invoice Accounting Report by Vendor Name
San Juan County

Page: 1

Vendor Number: cen480

Name: CENTURYLINK

Invoice Number	Line No	Line Description	Account Number	Amount	Type
ct0512	1	May phone bill	E 6501.00.571.00.42.0004	242.18	in

Vendor Number: dan146

Name: DANN, JILL

Invoice Number	Line No	Line Description	Account Number	Amount	Type
id0512	1	April tennis clinic	E 6501.00.571.00.41.0003	250.00	in

Vendor Number: eas350

Name: EASTSOUND WATER USERS ASSN

Invoice Number	Line No	Line Description	Account Number	Amount	Type
eawu	1	April Buck Park Water	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
gyw0512	1	April maintenance	E 6501.00.571.00.48.0006	903.64	in
	2	sales tax - mowing	E 6501.00.571.00.48.0006	73.19	in
	3	Field maintenance - prep and grade	E 6501.00.571.00.48.0011	712.50	in
	4	sales tax - field clearing and prep	E 6501.00.571.00.48.0011	57.71	in
	5	Court Pavement cleaning and maintenance	E 6501.00.571.00.48.0010	168.75	in
	6	sales tax - court cleaning	E 6501.00.571.00.48.0010	13.68	in
Vendor Total:				1,929.47	

Vendor Number: orc100

Name: ORCAS CHRISTIAN SCHOOL

Invoice Number	Line No	Line Description	Account Number	Amount	Type
ocs0512	1	gym rental - winter and spring break -	E 6501.00.571.00.45.0100	150.00	in

Vendor Number: orc830

Name: ORCAS POWER & LIGHT

Invoice Number	Line No	Line Description	Account Number	Amount	Type
opalco0512	1	April Buck Park Electric	E 6501.00.571.00.47.0014	71.11	in

Page: 1

Invoice Accounting Report by Vendor Name
San Juan County

Vendor Number: orc149

Name: ORCAS SEPTIC SERVICE

Invoice Number	Line No	Line Description	Account Number	Amount	Type
13274	1	April Buck Park Service and rental	E 6501.00.571.00.47.0011	560.00	in

Vendor Number: pro147

Name: PROSTOCK ATHLETIC SUPPLY, INC.

Invoice Number	Line No	Line Description	Account Number	Amount	Type
BBT012956	1	Baseball uniforms / hats	E 6501.00.571.00.35.0100	2,531.90	in
	2	sales tax	E 6501.00.571.00.35.0100	220.28	in
Vendor Total:				2,752.18	

Vendor Number: sea415

Name: SEA ISLAND SAND & GRAVEL INC

Invoice Number	Line No	Line Description	Account Number	Amount	Type
SISG0512	1	Infield fill - baseball field	E 6501.00.571.00.48.0010	745.89	in

Vendor Number: fun100

Name: THE FUNHOUSE DISCOVERY CTR

Invoice Number	Line No	Line Description	Account Number	Amount	Type
fhc0512	1	May rent	E 6501.00.571.00.45.0002	460.00	in
	2	April program and staff support	E 6501.00.571.00.41.0200	652.50	in
Vendor Total:				1,112.50	

Vendor Number: vis100

Name: VISA

Invoice Number	Line No	Line Description	Account Number	Amount	Type
visa0511	1	baseball equipment and uniforms	E 6501.00.571.00.31.0100	1,179.61	in
	2	quickbooks monthly	E 6501.00.571.00.31.0004	11.20	in
	3	office ink and legal paper	E 6501.00.571.00.31.0002	451.61	in
Vendor Total:				1,642.42	

Vendor Number: wes146

Name: WEST, MARCIA J.

Invoice Accounting Report by Vendor Name
San Juan County

Invoice Number	Line No	Line Description	Account Number	Amount	Type
mw0512	1	Orcas Rental and Saw - Buck Park	E 6501.00.571.00.48.0010	33.78	in
	2	Eastsound PO - summer post card mailing	E 6501.00.571.00.41.0020	638.98	in
	3	Home deposit - court surfacing materials	E 6501.00.571.00.48.0011	513.68	in
	4	Office cupboard - signs, paper, office	E 6501.00.571.00.31.0002	38.83	in
Vendor Total:				1,225.27	

Vendor Number: wil149

Name: WILLALLEN, MARY TAYLOR

Invoice Number	Line No	Line Description	Account Number	Amount	Type
mwa0512	1	Boys Choir - Spring session and music	E 6501.00.571.00.31.0019	211.97	in
	Grand Total:			10,971.74	

Previous Balance	Payments	Adjustments Credits	Current Charges
242.18	242.18 CR	0.00	242.18

CenturyLink understands that your telecommunication service is your lifeline to your business. Thank you for trusting us to help you make connections that count with your customers. For questions, or inquiries about additional services, call our Customer Contact Center at 1-800-201-4102 or call your local CenturyLink representative.

Previous Balance	242.18
Payment by check received on APR 21	242.18 CR

Balance	0.00
----------------	-------------

Adjustments to Previous Balance	0.00
---------------------------------	------

Total Adjustments	0.00
--------------------------	-------------

Monthly Charges	256.25
One-Time Charges	0.00
Usage Charges	0.00
Discount	40.00 CR
Adjustments	0.00
Taxes, Fees, and Surcharges	25.93

Total Current Charges	242.18
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Due Date	Jun. 01, 2015	Amount Due	242.18
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☐ Please check here and complete reverse. Thank You.

427063167
242.18

CenturyLink
P.O. Box 4300
Carol Stream, IL 60197-4300

0000427063167900000000000000000000000000000050615000002421812000000

**Eastsound Water Users Association**

PO Box 115, Eastsound WA 98245
Phone: (360) 376-2127 Fax: (888) 523-2470
www.eastsoundwater.org

Billing Date

04/20/2015

Location No.

06-0135

Due Date

05/20/2015

Amount Due

\$78.75

Add \$17.00 PER MONTH LATE FEE if paying after due date.

OI PARK & RECREATION DISTRICT
C/O: MARCIA WEST, DIRECTOR
PO BOX 575
EASTSOUND, WA 98245-

Amt Enclosed**Make Checks Payable to EWUA**

This stub ensures your payment is processed accurately.
Please detach and return the stub with your payment,
and add your Location # to your check.

For emergencies EWUA has your email address and phone as:

☐ Address or email corrections or updates
provided on reverse of stub.

Please Detach and Remit Stub with Payment

Eastsound Water Users Association

286 Enchanted Forest Road, Suite B102
PO Box 115, Eastsound WA 98245
Phone: (360) 376-2127 Fax: (888) 523-2470
www.eastsoundwater.org EWUA@rockisland.com

OI PARK & RECREATION DISTRICT
C/O: MARCIA WEST, DIRECTOR
PO BOX 575
EASTSOUND, WA 98245-

Billing NameOI PARK & RECREATION
DISTRICT**Member Name**OI PARK & RECREATION
DISTRICT**Service Address**

673 MT. BAKER RD (1.75 ERUs)

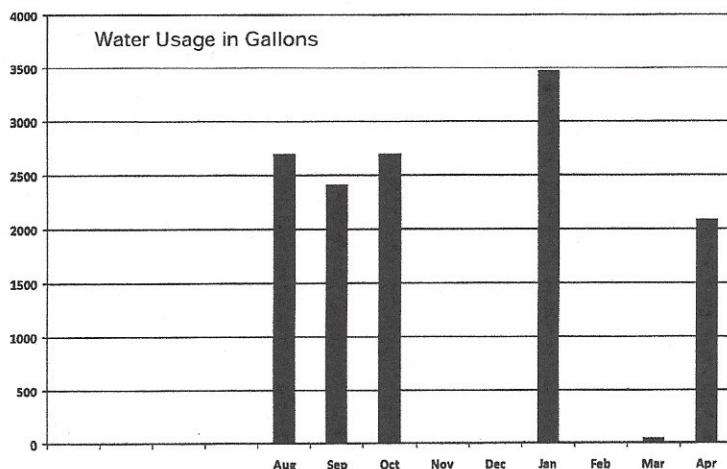
Location No.

06-0135

Due Date

05/20/2015

Billing Date	Service Dates		Meter Readings		Usage (gallons)	Charge Amount
	Starting	Ending	Previous	Current		
04/20/2015	PREVIOUS BALANCE					\$157.50
	03/20/2015 - 04/20/2015		6,830	8,910	2,080	\$78.75
	PAYMENTS					\$-157.50

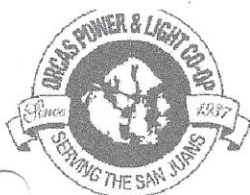
**Total Amount
Due****\$78.75**

\$17.00 PER MONTH LATE FEE will be
applied to all past due accounts.

Special Message**EWUA Rates:**

Inactive - \$38/mo/ERU; Active - \$45/mo/ERU
Water Included w/ Base Rate - up to 5,000 gal/mo/ERU.
Surplus Water Fee - \$20.00/1000 gal.

E-Bill & Bank Draft AVAILABLE!



Orcas Power & Light Cooperative
183 Mt Baker Rd
Eastsound WA 98245-9413

For Billing Questions: Eastsound - Call (360) 376-3500
Friday Harbor - Call (360) 376-3550
www.opalco.com

1145 1 AV 0.378 4 1145
ORCAS IS PARK AND REC DISTRICT C-4 P-4
PO BOX 575
EASTSOUND WA 98245-0575



Statement Date 04/15/2015

Billing Summary

Balance From Last Billing	43.32
Payment Received 03/23/2015	8.18 CR
Balance Into Billing	35.14
New Bill BUCK PARK WATER-MT BAKER	35.97
Total Due By 05/05/15	71.11

Page 1 of 1

Messages

Watch for your OPALCO ballot in the mail!

Service Details

Loc	2024263-001	Service Add	BUCK PARK WATER-MT BAKER RD	Desc	RC	20
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Meter Reading Details **Meter 110317844**
Current Reading 04/13/15 19084
Previous Reading 03/12/15 19067
Total Usage 17
Days Served 32

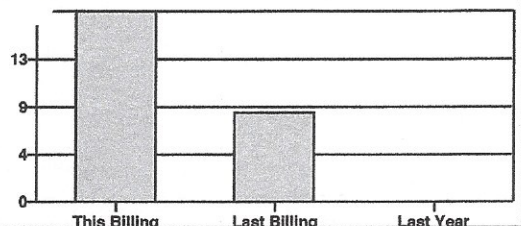
Detail of Charges

Balance Into Billing	35.14
Facility Charge	34.40
KWH Charges	1.57
17 KWH @ .0923	1.57

This Service
Sub-Total Amount Due

35.97
71.11

Electric Energy Usage



KWH & Cost Comparison	No. Days	Total KWH	KWH Per Day	Total Monthly Cost	Avg. Cost Per Day
Current Billing	32	17	0	35.97	1.12 0
Last Billing	29	8	0	35.14	1.21 0
This Billing Last Year	0	0	0	0.00	0.00 0

ORCAS IS PARK AND REC DISTRICT
PO BOX 575
EASTSOUND WA 98245-0000

Please Return This Stub With Your Payment
Please Do Not Staple, Paperclip, Or Tape

Account: 9454400
Statement Date: 04/15/2015
Total Due By 05/05/2015 71.11
Total Due After 05/05/2015 71.11

Your payment and any returned items may be processed electronically.



Orcas Power & Light Cooperative
183 Mt Baker Rd
Eastsound WA 98245-9413



Initial any programs below to sign up.



___ Pal Round-up or one-time donation \$ ___



___ Green Power \$4/block
of blocks to add (or All to go All Green) ___
See reverse for more information.





Account Summary

Billing Cycle		05/01/15
Days In Billing Cycle		30
Previous Balance		\$715.82
Purchases	+	1,642.42
Cash	+	0.00
Special	+	\$0.00
Credits	-	\$0.00
Payments	-	\$715.82
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE **\$1,642.42**

Credit Summary

Total Credit Line	\$3,000.00
Available Credit Line	\$1,357.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Account Inquiries



Customer Service: (800) 423-7503

Report Lost or Stolen Card: (727) 570-4881



Visit us on the web at:

www.MyCardStatement.com

Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE	\$1,642.42
MINIMUM PAYMENT	\$46.00
PAYMENT DUE DATE	05/26/15

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

PAY ONLINE OR VIEW YOUR ACCOUNT AT:

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
04/01/15	04/02/15	5942	24692165091000322209317	Amazon.com AMZN.COM/BILL WA	\$75.66 ✓
04/01/15	04/02/15	5942	24692165091000338883295	Amazon.com AMZN.COM/BILL WA	\$127.16 ✓
04/01/15	04/02/15	5942	24692165091000431212186	Amazon.com AMZN.COM/BILL WA	\$155.00 ✓

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

ISLANDER BANK
P O BOX 909
FRIDAY HARBOR WA 98250 - 0909

Account Number

4853

Check box to indicate
name/address change on
back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date

05/01/15

New Balance

\$1,642.42

Total Minimum
Payment Due

\$46.00

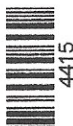
Payment Due Date

05/26/15

\$



ORCAS ISLAND PARK & REC
MARCIA WEST
PO BOX 575
EASTSOUND WA 98245-0575



MAKE CHECK PAYABLE TO:

VISA
PO BOX 30131
TAMPA FL 33630-3131

CLAIMS PAYMENT REQUEST

DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT **FUND # 6501**

DATE: **12-May-15**


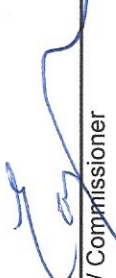
Page **1** of **3**

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS **\$79.74**

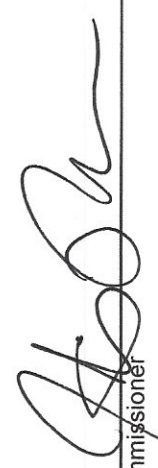
I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing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

Board Authorization

 Signed as Chairman / Commissioner

Date **5/12/15**

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

\$ **79.74** for the period ending **May 12, 2015** We approve payment with our signatures below.


Commissioner
Date **5/12/15**

Commissioner
Date


Commissioner
Date **5-12-15**

Commissioner
Date

aplAVnn
05/11/2015 4:29:42PM

Invoice Accounting Report by Vendor Name
San Juan County

Page: 1

Vendor Number: sta895

Name: STATE OF WASHINGTON

Invoice Number	Line No	Line Description	Account Number	Amount	Type
dor0512	1	April sales tax	E 6501.00.586.00.44.0000	79.74	in

Grand Total: 79.74

Page: 1

[My account home](#)

[File a return](#)

[Manage account](#)

**Invoices &
payment options**

[Pay/view invoices \(BillPay\)](#)

[Electronic funds transfer
registration/update](#)

[Payment methods](#)

[Miscellaneous payment](#)

[Credits & tax incentives](#)

[More services](#)

[E-mail & notices](#)

[My logon profile](#)

ORCAS ISLAND PARK AND RECREATION DISTRICT

Tax Registration Number: 603-231-409

Frequency: Monthly

PO BOX 575

EASTSOUND, WA 98245-0575

[Edit](#)

Current unpaid tax return

Period 04/2015

Filed 5/5/2015 4:08:20 PM

Return due date 5/26/2015


Total taxes \$79.74

Less payments \$0.00 (does not include check or ACH credit payments)

Amount due \$79.74

Select payment method

E-check payment

Transfer date  *

If the payment transfer date is on a weekend or holiday, the payment will be initiated the next business day.

Amount

[Cancel](#)

[Next](#) 

Need Assistance? 1-877-345-3353

FUND: 6501.00 ORCAS ISLAND PARK AND REC DISTRICT

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
101	BEGINNING CASH BALANCE			146,786.36	
212	SALARY PAYABLE	5,825.40			
231	OTHER ACCRUED LIABILITIES	1,663.67			
310	TAXES	51,335.07			
330	INTERGOVERNMENTAL REVENUE				
340	CHARGES FOR GOODS AND SERVICES	3,136.39			
360	MISCELLANEOUS REVENUES	1,819.24			
380	NONREVENUES	99.07			
	TOTAL RECEIPTS		63,878.84		
212	SALARY PAYABLE	5,825.40			
231	OTHER ACCRUED LIABILITIES	1,663.67			
570	CULTURE AND RECREATION	17,641.34			
580	NONEXPENDITURES	97.82			
590	DEBT SERVICE AND OTHER				
	TOTAL DISBURSEMENTS		25,228.23		
101	ENDING CASH BALANCE				185,436.97
				GL ENDING CASH BALANCE	185,436.97
				NET VARIANCE	0.00
241	PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)			0.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	NET CHANGE		0.00		
241	BONDS OUTSTANDING (ENDING BALANCE)				0.00
151	BEGINNING INVESTMENT BALANCE				
	INVESTMENTS ACQUIRED	0.00			
	INVESTMENTS LIQUIDATED	0.00			
151	ENDING INVESTMENT BALANCE			0.00	

Activity Report

May 12, 2015

Avg. served per week = 240

activity	category	participants avg each time	end date	staffing	location
Boys Choir	II	8	June	Will Allen	Band Room
Mad Scientist	III	4	June	Hickman	FHC
Yurt Art	III	4	June	Hickman	FHC
Pokemon Club	III	12	June	FHC	FHC
BASEBALL / SOFTBALL / Tball	II	102	June	staff	upper fields
Spring Soccer (3)	II	38	June	Quiles	BP
Pickleball	III	9	June	FHC	K8 Gym
Adult Volleyball (2)	III	20	June	FHC	K8 Gym
Running Club	II	17	June	MK	FHC
Adv. Running Club	II	12	June	JB	FHC
Youth Tennis	II	14	June	JD / T	BP
Upcoming Activities					
activity	category	setup / age	start date	staffing	location
Summer - week long camps	I, II, III	Y	22-Jun	staff	BP

Summer - play in the park - Games for youth and pee wees throughout summer.

Summer - adult drop in activities in the park:

Volleyball

Softball

Flag Football

Soccer

Pickleball (option to continue to play inside)

Commissioners' Action Items

- 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
- **Planning for levy and ballot issues – Create timeline for key events and progress.**
- Continue work on OOLA – permit support
- **File for election – due week of May 11**
- Meeting with OISD - June
 - Facility use agreement
 - Buck Park use costs

Orcas Island Park & Recreation District Monthly Director's Report

AS OF: 5/12/15

As of April 30, 2014

Balance: \$185,436.97

Expenses Apr:

\$17,739.16

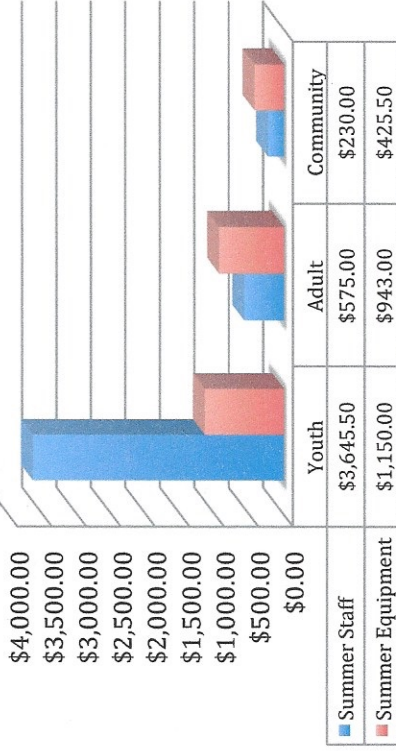
Revenue Apr:

\$56,389.77

Difference from budget:

-2,665.03

Summer Program Costs



Buck Park Maintenance & Management

- Tennis courts ready for spring-cleaning. Need to buy replacement net.
- Pickleball court area ready for resurfacing, waiting for weather to warm up.
- Asking ORKILA to assist with Skatepark cleaning and graffiti removal.
- We are continuing to work with the sheriff to have to have the damage repaired by the driver who went off road by tennis courts.
- Irrigation water is turned on and ready to test the system for the summer.
- Baseball / Softball season is wrapping up this week for high school so we can add a new locking lid for the potable water connection. The current lid is broken and the connection has been left open several evenings.
- Estimate is in for the sand volleyball court. The cost is ~\$7,000. Donations are on hand for \$5,000. We also need the post sleeves and net sets.

Administrative Task Update

- Audit preparation and submission on the 2014 audit complete and submitted. I still need to back check our paper records to insure everything is on file.
- Working on summer programming and staffing. We have set a two-week deadline for registrations prior to each camp.
- Summer mailing is out and schedules have been distributed to all families with children and around town. We need to get an article in the paper next week to reach that segment of the community.
- Baseball is in full swing; we have a lot of players who have not paid yet. We are tracking down payments and scholarship forms.
- Meeting with OISD is scheduled for early June to review the facility use. I am compiling numbers and costs for the meeting.
- We now have 60 days left to fill the commissioner #5 seat.

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

WHEREAS, Landlord has made improvements to the Property as required for a modern office, for the purpose of leasing the Property to Lessee.

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 **July 15, 2012** and continue for 2 (two) years, until **July 15, 2014**.

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 \$400.00 (four hundred dollars) per month ("Base Rent"), from July 15, 2012 to July 14, 2013 ("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 25th day of the month.

3.2 **Other Years.** For each successive calendar year after the First Year, beginning on July 15 of each successive year, Lessees agree to pay Base Rent plus the consumer price index (CPI) rate, at the Landlord's discretion. CPI shall be the previous year's average annual CPI rate, or if not available, the CPI rate most recently published prior to January 1. The CPI rate shall be the Department of Labor, Bureau of Labor Statistics CPI for the rural Northwest Region, Washington State. In no case shall the rental amount be reduced by CPI to be below Base Rent; and in no case shall the rental increase due to CPI exceed 4% of Base Rent.

3.3 **CPI Notification.** After the First Year, CPI may be determined and adjusted by Landlord, at its discretion, once per calendar year, after the Landlord notifies Lessees in writing of the CPI rate increase for the next calendar year, on or before February 1 of the next lease term year. In the event that Lessees do not receive, by February 1, notification of the CPI increase for the following calendar year, Lessees shall continue to pay the Base Rent amount to Landlord, until the next calendar year.

3.4 **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 In addition to the repairs identified in paragraphs 3.1 and 3.2, 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 constitutes 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 Lessee, 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, fax, U.S. Mail, or hand delivery. Notices for the Parties will be sent to:

To the Funhouse Commons:

Pete Moe, Exec. Director
30 Pea Patch Lane
Eastsound, WA. 98245
Phone: 360-376-7177
FAX: 360-376-7639
Email: pete@thefunhouse.org

To OIPRD:

Chairperson, OIPRD
P.O. Box 575
Eastsound, WA.
Phone:
FAX:
Email: mfarishter@gmail.com

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

Eric Youngren
Chair, Children's Discovery Foundation

Date

ORCAS ISLAND PARKS AND RECREATION DISTRICT

Martha Farish
Commissioner, Orcas Island Parks and Recreation District

Date

STATE OF WASHINGTON)
) :ss
COUNTY OF SAN JUAN)

ON THIS day of _____, 2012, before me, personally appeared **ERIC YOUNGREN**, known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public in and for the State of Washington,
residing at:

My Appointment Expires _____

STATE OF WASHINGTON)
) :ss
COUNTY OF SAN JUAN)

ON THIS day of _____, 2012, before me, personally appeared **MARTHA FARISH**, known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Notary Public in and for the State of Washington,
residing at:

My Appointment Expires _____