

Meeting Minutes June 8, 2017

Orcas Island Park and Recreation District Commission
Public Meeting, June 8, 2017
Eastsound Fire Station
4:00 P.M. - 6:00 P.M.

I. CALL TO ORDER – 4:08 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, departed at 4:40 p.m.*

Seat 5: Deb Jones - *present*

Staff present: Marcia West (Director), Kim Ihlenfeldt (Assistant Director)

II. PUBLIC COMMENT

No public present.

III. MONTHLY AGENDA

1. Previous Minutes – May 11, 2017

MOTION: Justin moved to approve the May 11, 2017 public meeting minutes; seconded by Vicki; and it was approved unanimously.

2. Employees Pay Slip

MOTION to approve employees pay slip for \$10,466.00 by Deb; seconded by Justin; and it was approved unanimously.

3. Payment of Claims

MOTION: to approve the June Claims Payment #6501 for \$24,283.05, Vicki moved to approve; Deb seconded and it was approved unanimously.

MOTION: to approve the sales tax payment of \$248.12 to the Department of Revenue, Vicki moved to approve; Deb seconded and it was approved unanimously.

IV. MONTHLY BUSINESS

1. Financial

<Monthly Financial Statement>

See attached Monthly Financial Statement.

The Commissioners discussed the unanticipated high bid for skate park repairs, which came in at \$20-25k in repairs and maintenance needing to be done as soon as possible. While OIPRD does have money in the budget currently earmarked for 2018, the skatepark maintenance fund through OICF currently has \$6,000 available to draw. There needs to be further discussion on funding efforts. Kim will be in contact with Grindline to determine an available timeline on repairs.

2. Director's Report and Buck Park Maintenance Improvement Report

<Director's Report>

See attached Director's Report.

V. UNFINISHED BUSINESS

1. Off Leash Area Contracts

The Commissioners reviewed the License for Use and have agreed to present to the Land Bank. *<See attached agreement>*

MOTION: to sign the Engagement Agreement between OIPRD and Barry Elsner and Hammond dated 08 June 2017 made by Martha; Deb seconded and it was approved unanimously.

2. Multi-Court Use

Kim is in the process of forming a Multi-Court Use Committee for input on a schedule that meets the needs of a variety of racquet groups using the multi-court.

VI. NEW BUSINESS

1. Summer Programs

Summer camps are filling up. First up is Skate Camp. As discussed in the December meeting, OIPRD is moving toward providing a variety of sports day camps. Registration is open for all summer activities.

2. Office Buildout

With the change in space after the Funhouse renovation is complete, OIPRD needs to look at an office build-out design that accommodates both staff and storage, while remaining customer friendly. Kim and Marcia will be in contact with the Executive Director and Project Manager regarding needs for the space.

3. Employee Benefits

Marcia presented two packages through the State Employees Benefits program, which we are now eligible for as a junior taxing district and will be doing further research and staff projections to present at the next monthly meeting.

VII. EXECUTIVE SESSION

MOTION: Martha moved to adjourn to a Closed Executive Session to discuss personnel matters, seconded by Deb.

MOTION: Martha moved to re-convene to the regular meeting, seconded by Deb.

VIII. ADJOURNMENT MOTION With no further agenda, comments, or discussion, Deb moved to adjourn, seconded by Vicki at 6:32 pm, unanimously approved.

The meeting was adjourned at 6:32 pm.

Addenda:

Claims Payment Request – June 8

Claims Payment Request – DOR May

Monthly Financial Statement

Director's Dashboard

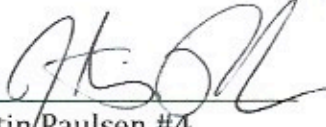
Land Bank Agreement

Engagement Agreement – Barry Elsner and Hammond

Public Meeting minutes for June 8, 2017

Approved by motion on this 12th day of July, 2017

Signed and attested this 12th day of July, 2017


Justin Paulsen #4,
Secretary


Bob Eagan, Commissioner #2,
Chair

CLAIMS PAYMENT REQUEST

DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT FUND # 6501


DATE: 8-Jun-17 Page 1 of 7

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$24,283.05


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 6-8-17

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

\$ 24,283.05 for the period ending June 8, 2017 We approve payment with our signatures below.


Commissioner Date 6-8-17


Commissioner Date 6/8/17


Commissioner Date 6-8-17


Commissioner Date 6/8/17

Invoice Accounting Report by Vendor Name

San Juan County

Vendor Number: bal155 Name: BALIC, BATURAY

Invoice Number	Line No	Line Description	Account Number	Amount	Type
20170608_BB	1	soccer - May 3 - 28	E 6501.00.571.00.41.0003	360.00	in ✓

Vendor Number: ban155 Name: BANNER BANK

Invoice Number	Line No	Line Description	Account Number	Amount	Type
ban0608	1	Little league baseball fees	E 6501.00.571.00.31.0019	812.59	in ✓
	2	umpire fees and TBall end of season	E 6501.00.571.00.31.0019	409.46	in
	3	signage multi-court	E 6501.00.571.00.35.0003	194.01	in ✓
	4	maintenance BP paint, pressure wash	E 6501.00.571.00.48.0010	419.77	in
	5	playground toys	E 6501.00.571.00.48.0011	21.76	in
	6	printer ink	E 6501.00.571.00.31.0002	415.95	in
	7	QB Online	E 6501.00.571.00.31.0004	32.43	in
	8	vonage phone	E 6501.00.571.00.42.0004	99.57	in
		Vendor Total:		2,405.54	

Vendor Number: cul065 Name: CULP, JOSHUA MOSHE

Invoice Number	Line No	Line Description	Account Number	Amount	Type
0608JC	1	Baseball Field Coordinator	E 6501.00.571.00.41.0011	450.00	in
	2	Buck Park Maintenance Improvements	E 6501.00.594.71.63.0010	1,620.00	in
		Vendor Total:		2,070.00	

Vendor Number: dan146 Name: DANN, JILL

Invoice Number	Line No	Line Description	Account Number	Amount	Type
0608jt	1	Tennis instruction - APRIL & MAY	E 6501.00.571.00.41.0003	1,000.00	in

Vendor Number: eas350 Name: EASTSOUND WATER USERS ASSN

Invoice Number	Line No	Line Description	Account Number	Amount	Type
ewua0608	1	Buck Park water - May	E 6501.00.571.00.47.0012	82.25	in

Invoice Accounting Report by Vendor Name

San Juan County

Vendor Number: gr1146

Name: GRIFFINS YARD WORKS

Invoice Number	Line No	Line Description	Account Number	Amount	Type
gww0608	1	May Maintenance	E 6501.00.571.00.48.0006	1,171.05	in
	2	sales tax	E 6501.00.571.00.48.0006	94.86	in
	3	Water system repairs	E 6501.00.571.00.48.0008	450.00	in
	4	Tax - water system repairs	E 6501.00.571.00.48.0008	36.45	in
	5	Buck Park grounds maintenance-backboard	E 6501.00.571.00.48.0011	449.61	in
	6	tax - maintenance backbaord fence	E 6501.00.571.00.48.0011	36.42	in
	7	maintenance - site drainage	E 6501.00.571.00.48.0010	566.16	in
	8	tax - site drainage	E 6501.00.571.00.48.0010	45.86	in
	9	retaining wall, fence, and playground	E 6501.00.594.71.63.0010	4,263.79	in
	10	tax - playground and retaining wall	E 6501.00.594.71.63.0010	345.90	in
Vendor Total:				7,460.10	

Vendor Number: isl730

Name: ISLAND HARDWARE & SUPPLY, INC.

Invoice Number	Line No	Line Description	Account Number	Amount	Type
isl0608	1	Baseball supplies	E 6501.00.571.00.31.0100	37.96	in
	2	Supplies Buck Park general	E 6501.00.571.00.31.0019	64.47	in
	3	Buck Park Improvement materials	E 6501.00.594.71.63.0010	515.19	in
Vendor Total:				617.62	

Vendor Number: jea144

Name: JEAN HENIGSON'S

Invoice Number	Line No	Line Description	Account Number	Amount	Type
0608JH	1	Dance Apr - Jun 9 rental	E 6501.00.571.00.45.0100	595.00	in

Vendor Number: mos155

Name: MOSS, STEPHANIE ANN

Invoice Number	Line No	Line Description	Account Number	Amount	Type
0608sm	1	dance instruction April - June	E 6501.00.571.00.41.0003	3,100.00	in

Vendor Number: odd100

Name: ODD FELLOWS

Invoice Number	Line No	Line Description	Account Number	Amount	Type
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Invoice Accounting Report by Vendor Name
San Juan County

odd0608	1	dance apr 26 - June 7th	E	6501.00.571.00.45.0100	210.00 in
Vendor Number: orc095	Name: ORCAS CENTER				
Invoice Number oc0608	Line No	Line Description	Account Number	Amount	Type
	1	Dance Apr - Jun rental	E 6501.00.571.00.45.0100	220.00	in
Vendor Number: orc195	Name: ORCAS ISLAND STORAGE, LLC				
Invoice Number is0608	Line No	Line Description	Account Number	Amount	Type
	1	July rent #148 and 154	E 6501.00.571.00.45.0002	260.00	in
Vendor Number: orc826	Name: ORCAS ONLINE, INC.				
Invoice Number oi0608	Line No	Line Description	Account Number	Amount	Type
	1	acct# 876 - July service	E 6501.00.571.00.42.0004	74.00	in
Vendor Number: orc142	Name: ORCAS RECYCLING SERVICES (INC)				
Invoice Number ors0608	Line No	Line Description	Account Number	Amount	Type
	1	invoice 1486 constructio debris dump	E 6501.00.571.00.47.0013	45.00	in
Vendor Number: pro147	Name: PROSTOCK ATHLETIC SUPPLY, INC.				
Invoice Number pro0608	Line No	Line Description	Account Number	Amount	Type
	1	invoice #BBT014836-BT01 Baseball hats	E 6501.00.571.00.35.0100	94.24	in
Vendor Number: sta065	Name: STARR EXCAVATION & ORCAS				
Invoice Number starr0608	Line No	Line Description	Account Number	Amount	Type
	1	invoice # 16789, May service	E 6501.00.571.00.47.0011	520.00	in
Vendor Number: thr100	Name: THREE PHASE ELECTRIC				
Invoice Number tpe0608	Line No	Line Description	Account Number	Amount	Type
	1	electrical improvement buck park	E 6501.00.594.71.63.0010	4,500.00	in

Invoice Accounting Report by Vendor Name
San Juan County

2 Sales Tax, electric
3 permit fees

E 6501.00.594.71.63.0010
E 6501.00.594.71.63.0010

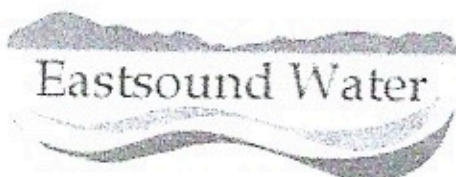
364.50 in
304.80 in

Vendor Total: 5,169.30

Grand Total: 24,283.05

From: ewua@rockisland.com
 Subject: EWUA Water Bill Is Attached
 Date: May 31, 2017 at 11:54 AM
 To: oiprd@oiprd.org

Dear Customer, Your EWUA water bill is attached. Please contact us if you have any questions. Thank you in advance for your payment. EWUA (360) 376-2127 ewua@rockisland.com



EWUA
 PO Box 115
 Eastsound, WA 98245
 360 376 2127
 www.eastsoundwater.org

Account No.	Location No.
0064	06-0135
Due Date	Amount Due
06/20/2017	\$82.25

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 statement and amount payable 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
 oiprd@oiprd.org

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

Please Detach and Return Stub with Payment

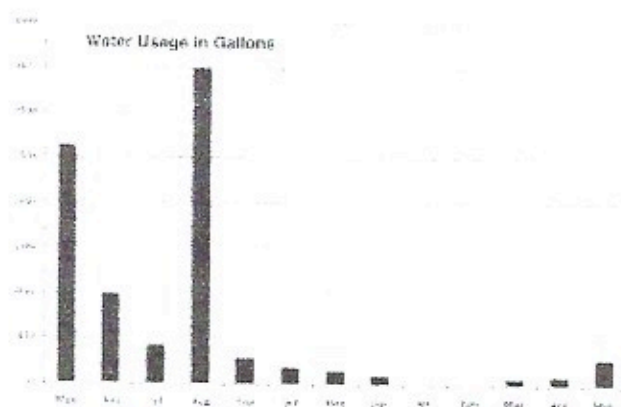
Eastsound Water Users Association

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

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

Billing Name	Member Name	
OI PARK & RECREATION DISTRICT	OI PARK & RECREATION DISTRICT	
Service Address		
673 MT. BAKER RD (1.75 ERUs)		
Account No.	Location No.	Due Date
0064	06-0135	06/20/2017

Billing Date	Service Dates Starting Ending	Meter Readings Previous Current	Usage (gallons)	Charge Amount
05/20/2017	PREVIOUS BALANCE			\$164.50
	04/20/2017 - 05/20/2017	5.816 6.087	271	\$82.25
	PAYMENTS			\$-164.50



Total Amount Due

\$82.25

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

Special Message

BASE RATES: \$47/mo/ERU plus \$20*1,000 gallon for consumption over 5,000 gal/mo/ERU

INACTIVE ACCOUNTS: \$39/mo/ERU

Direct Online Banking Checks to "EWUA"

Visited new website yet? eastsoundwater.org...

CLOSING
DATE : 5/20/17

DUE DATE: 6/20/17

ISLAND HARDWARE &

ORCAS ISLAND PARK
ACCOUNT : 47275

CLOSING
DATE : 5/20/17

DUE DATE: 6/20/17

ISLAND HARDWARE &

ORCAS ISLAND PARK
ACCOUNT : 47275

PLEASE RETURN THIS PORTION
WITH YOUR PAYMENT

PREVIOUS BALANCE	
PREV BAL	841.01
385162	9.50
385290	18.56
385748	19.44
385840	-19.44
385850	44.76
387286	972.67
387292	266.19
387332	10.36
387375	15.09
388004	102.54
388186	-8.52
388619	42.14
389432	260.38
389510	38.63
X65830	-2280.68
389926	20.77
389968	44.71

PLEASE RETURN THIS PORTION
WITH YOUR PAYMENT

NEW BALANCE	
NEW BAL:	398.11
DISC. :	65.63

CONTINUED

CLAIMS PAYMENT REQUEST


DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT FUND # 6501

DATE: 8-Jun-17 Page 1 of 3

SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$249.12

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 6-8-17


Board Authorization

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

\$ 249.12 for the period ending June 8, 2017 We approve payment with our signatures below.


Commissioner Date 6-8-17


Commissioner Date 6/8/17


Commissioner Date 6-8-17


Commissioner Date 6/8/17

aplhAVnn
06/07/2017

9:35:20PM

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
603231409	1	State Sales Tax- May	E 6501.00.589.30.00.0000	249.12 in

Grand Total: 249.12

[My Account Home](#)[Account Activity](#)[Link Server](#)[Suggestions](#)[Logout](#)**ORCAS ISLAND PARK & RECREATION DISTRICT 603-231-409**Confirmation

Confirmation Number	20844612
Tax Registration Number	603231409
Reporting Period	05/2017
Payment Type	EFT Credit
Date and Time Submitted	6/7/2017 6:55:12 PM
Payment Amount	249.12
Person Completing Return	Marcia West

To initiate your payment, you must contact your financial institution. Each bank has its own guidelines for ACH transactions. ACH Credit taxpayers are responsible for contacting their own bank to ensure funds are deposited in the State's bank no later than 5:00 PM Pacific Time on June 27 2017.

For easy reference, print this Confirmation Information page and keep it with your tax records.

[Return to Account List](#)[Print Confirmation](#)[View Printable Return](#)Confirmation

**For Assistance Call:
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			289,206.29	
212	SALARY PAYABLE	9,537.36			
231	OTHER ACCRUED LIABILITIES	2,885.20			
310	TAXES	36,246.78			
330	INTERGOVERNMENTAL REVENUE	55.08			
340	CHARGES FOR GOODS AND SERVICES	2,787.42			
360	MISCELLANEOUS REVENUES	308.16			
380	NONREVENUES	481.68			
	TOTAL RECEIPTS		52,301.68		
212	SALARY PAYABLE	9,537.36			
231	OTHER ACCRUED LIABILITIES	2,885.20			
570	CULTURE AND RECREATION	22,079.67			
580	NONEXPENDITURES	179.10			
590	DEBT SERVICE AND OTHER	26,625.63			
	TOTAL DISBURSEMENTS		61,306.96		
101	ENDING CASH BALANCE				
					280,201.01
					280,201.01
					0.00
241	PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)			180,000.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	NET CHANGE		0.00		
241	BONDS OUTSTANDING (ENDING BALANCE)				180,000.00
151	BEGINNING INVESTMENT BALANCE				
	INVESTMENTS ACQUIRED	0.00			0.00
	INVESTMENTS LIQUIDATED	0.00			
151	ENDING INVESTMENT BALANCE				0.00

activity	participants avg each time	end date	staffing	location
Boys Choir	7	12-Jun	MWA	OCS Chapel
Baseball/Softball	88	10-Jun	coaches/staff	various fields
Dance	49	10-Jun	Afoss	various
Soccer, Batutay	6	28-May	Batutay	Buck Park
Soccer, Spring	30	24-May	coaches/staff	Field 1
Running Club	15	19-Jun	Kulper	Buck Park
T-ball	30	24-May	coaches	Fields 5/7
participants avg each time:				
Pickleball - Mon/Thurs		12		
Pickleball - Sunday a.m.		9		
Volleyball - Wednesdays		12		
Basketball - Tuesdays		21		
Teen Open Gym - Mondays		10		
Upcoming Activities - see Summer Activities flyer				
activity	participants enrolled	start date	staffing	location
Skate Camp	7	26-Jun	SLAG	Buck Park
Soccer w/ Coach Rob	5	1-Jul	Rob	Upper Fields
Volleyball Camp	5	17-Jul	Hardee	OHS Gym
Dance	1	19-Jul	Moss	Various
Challenger Soccer	N/A	24-Jul	Challenger	Buck Park
Games Galore Day Camp	2	7-Aug	staff	Various
Basketball Camp	13	14-Aug	R. Davis	OCS Gym
Youth enrolled per week = 225				
Average at drop-in = 64				

Administrative Task Update

- Land Bank lease agreement has been received by legal and is ready for review. See handout.
 - Annual audit is complete and filed. We are coordinating with Robin to update the sales tax and inter-local loan BARS codes.
 - Skate Park Assessment report has been shared with the Orcas Island Community Foundation. We currently have access to \$6k being held in the maintenance and repair fund through them. Additional funds need to be secured for completion of the repair projects.
 - Additional coordination continues with OOLA to ensure that they are the fundraisers for furnishings and signage.
 - Work for the as-built continues progress.
 - Office build-out plans are needed for the newly renovated space in the Funhouse building. The space should be completed and ready for final build-out by October.
- *Update- Bob, Justin, and Deb have filed for Positions 2, 4 and 5, respectively, with no opponents.

BUDGET SUMMARY

As of May 31, 2017
 Balance: \$280,206.29
 May Expenses:
 \$48,884.40
 May Revenue:
 \$39,879.12
 Difference from budget
 Budgeted Balance:
 \$238,978
 Actual Balance:
 \$280,206
 Difference: +\$41,228

Commissioners' Action Items

- Review of Water Rights Agreement.
 - Review of Land Bank Operating and Maintenance Agreement.
 - Draft development is needed for the next 6-year comprehensive plan
 - THANK YOU for all of your time and commitment to OIPRD!
- We are incredibly grateful to have a dynamic team of leaders on our Board of Commissioners.

Revenue and Expenditure Trend (unaudited)
For Fiscal Year ended December 31, 2016

Account Name	2012	2013	2014	2015	2016
Fund Balance/Retain Position (GAAP) (Cash and Investments (Cash Basis) - Beginning	48,019	139,171	142,921	146,935	169,227
Taxes	244,753	173,608	173,045	175,285	175,364
Intergovernmental Revenues	0	234	235	235	629
Charges for Goods and Services	8,151	23,868	38,015	31,206	41,028
Miscellaneous Revenues	446	7,894	6,065	8,615	10,873
Other Increases in Fund Resources	73	1,406	1,257	1,300	2,380
Other Financing Sources	0	0	0	0	180,000
Funds Balance/Ret Position (GAAP) (Cash and Investments (Cash Basis) - Ending	0	143,921	146,935	169,227	244,142
Culture and Recreation	127,49	179,210	151,838	193,122	283,096
Other Decreases in Fund Resources	0	22,872	22,981	1,317	2,959
Other Financing Uses	35,121	1,128	1,784	0	50,661

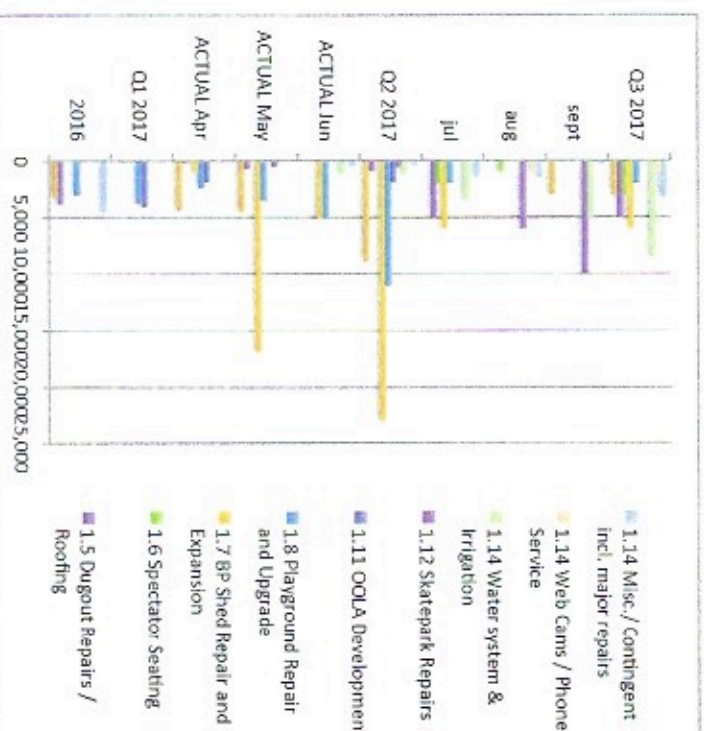
Buck Park Maintenance & Management

- Playground is nearing completion. The structure has been sanded down, pressure washed and stained. The slide and other components are being refinished, and new areas (climbing blocks, sand 'nest', resting benches) are getting final touches. The surrounding fence also has a few finish details needed and there is still components of the old structure that needs to be hauled away. Projecting a July open for use.
- Off Leash area has been seeded, we may be looking at a postponed opening date while the grass roots, and water features, benches, etc. are put in place. We are working with OOLA to designate final touches, including signage.
- New storage shed is in place. Power has been trenched and interior lighting and outlets are being wired in. Trenches to be backfilled before the weekend.
- Dugouts are ready for a volunteer work party. Coordination is needed for tools, supplies, and manpower. We need an update on roofing material.
- Irrigation leak at the multi-court has been repaired. Additional work on the irrigation system includes digging out and cleaning the heads and monitoring latest repairs and existing zones for successful irrigating. Plans are in the works for any needed upgrades this fall.
- Other upcoming projects include relocating benches, upgrading bleachers, and installing more surveillance in the park.

Buck Park Improvement - Project Tracking and Budget updated as of: 6/8/17

	2016	Q1 2017	ACTUAL Apr	ACTUAL May	ACTUAL Jun	Q2 2017	jul	aug	sept	Q3 2017	2017
Infrastructure Refurbish & Repair BP	3,228	0	4,336	4,532		8,868	0	0	3,000	3,000	11,868
Dugout Repairs / Roofing	3,800	120	241	671	0	912	5,000	0	0	5,000	6,032
Spectator Seating	0	0	0	0	0	0	2,000	1,000	0	3,000	3,000
BP Shed Repair and Expansion	0	0	973	16,850	5,170	22,993	6,000	0	0	6,000	28,993
Playground Repair and Upgrade	3,000	3,763	2,400	3,492	5,110	11,002	2,000	0	0	2,000	16,765
OOLA Development	0	4,000	1,924	0	0	1,924	0	0	0	0	5,924
Skatepark Repairs	0	0	0	500		500	0	6,000	10,000	0	0
Water system & Irrigation	0	0	0	0	1,174	1,174	3,500	0	5,000	8,500	9,674
Web Cams / Phone Service	0	0	0	0		0	0	1,000	0	1,000	1,000
Misc./ Contingent incl. major repairs	4,500	0	0	0	460	460	1,500	1,500	300	3,300	3,760
TOTAL EXPENSES:	56,778	12,183	10,474	26,045	11,914	47,933	20,000	9,500	18,300	31,800	91,916

TOTAL Budget 2017	92,000
Expended to date Through May	48,202
June Billings	11,914
Balance	31,884
Remaining Tasks in Scope	
complete shed buildout	6,000
complete dugouts -	5,000
roofing, walls, doors	
complete playground	2,000
bark, sand, toys	
web cams for coverage	1,000
benches and bleachers	3,000
Irrigation Upgrade incl.	8,500
Move well pump and piping	
TOTAL REMAINING TASKS	25,500
General / Misc. Contingent	6,300
TOTAL	31,800



Orcas Island Park and Recreation District

Schedule 01

For the year ended December 31, 2016

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
2986	001	General	3088000	Unreserved Cash and Investments - Beginning	\$169,227
2986	001	General	3111000	Property Tax	\$176,364
2986	001	General	3370000	Local Grants, Entitlements and Other Payments	\$376
2986	001	General	3360231	DNR PILT NAP/NRCA	\$253
2986	001	General	3476000	Program Fees	\$41,028
2986	001	General	3624000	Rents and Leases	\$305
2986	001	General	3670000	Contributions and Donations from Nongovernmental Sources	\$10,568
2986	001	General	3918000	Intergovernmental Loans	\$180,000
2986	001	General	3893000	Agency Type Collections	\$2,380
2986	001	General	5710010	Educational and Recreational Activities	\$122,175
2986	001	General	5710020	Educational and Recreational Activities	\$11,102
2986	001	General	5710030	Educational and Recreational Activities	\$36,558
2986	001	General	5710040	Educational and Recreational Activities	\$113,263
2986	001	General	5893000	Agency Type Remittances	\$2,599
2986	001	General	5947160	Capital Expenditures/Expenses - Educational and Recreational Services	\$50,661
2986	001	General	5088000	Unreserved Cash and Investments - Ending	\$244,142

**REVOCABLE LICENSE FOR USE OF A PORTION OF THE
CRESCENT BEACH PRESERVE BY ORCAS ISLAND PARK AND
RECREATION DISTRICT**

This license is given this _____ day of _____ 2017 by San Juan County, a political subdivision of the state of Washington, acting through the San Juan County Land Bank (County), Licensor, to the Orcas Island Parks and Recreation District, a Washington Municipal Corporation (OIPRD), Licensee.

Background.

A. San Juan County, through the San Juan County Land Bank, owns Crescent Beach Preserve (Preserve) on Orcas Island, consisting of roughly 130 acres of forest, wetlands, and tidelands, and over 2,200 feet of shoreline on Ship Bay. The Preserve is open to the public for low intensity recreation.

B. Crescent Beach is immediately adjacent to Buck Park, managed by OIPRD. Buck Park features active recreational features including tennis and pickle ball courts, ball fields, and a skate park. Buck Park also has a developed parking area.

C. OIPRD desires to locate a public off-leash dog park and recreation area in the vicinity of Eastsound and has requested permission from the Land Bank Commission, to create an approximate 1.5-acre fenced facility in the Crescent Beach Preserve adjacent to Buck Park.

D. The County, acting by and through the Land Bank Commission has agreed to this request with the understanding that the creation of an active recreational facility is typically outside the scope of its mandate. The Commission is making an exception in this case because: 1) The area in question has experienced considerable unauthorized use and users of an off leash area might help monitor this part of the Preserve; 2) the area is adjacent to Buck Park and to Mount Baker Road and is less ecologically significant than much of the rest of the Preserve, and; 3) the Commission appreciates the need for off leash dog areas in addition to Land Bank Preserves which require pets to be leashed.

E. County and OIPRD intend the recreational use of the licensed area by the public is open to members of the public for recreational purposes and that no fee is to be charged therefor thus, allowing the County, OIPRD and its agents to be entitled to the full scope of the immunities, afforded by RCW 4.24.200 to 4.24.220.

Agreement

Now, therefore, based on the foregoing this revocable license is given this _____ day of _____, 2017 by San Juan County acting on behalf of, the San Juan County Land Bank as Licensor to OIPRD as Licensee subject to the following terms and conditions:

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1. **Grant of License and Description of Premises:** County grants, OIPRD a revocable license for use by OIPRD of, a portion of the northwest corner of the Crescent Beach Preserve located at San Juan County Tax Parcel No. 271321001000 (Use Area), as an off-leash dog park and recreation area. The Use Area is that portion of the Crescent Beach Preserve property marked as _____ on the attached Exhibit A and, described in the attached Exhibit B. The license is revocable, by either OIPRD or the County with the delivery of written notice thereof to the other party of not less than ninety (90) days at any time.

2. **Care of the Property:**

- OIPRD is responsible for all site development costs and ongoing expenses associated with operation of the off leash park and recreation area. No site development shall occur without prior written approval of the Land Bank Director which approval shall not be unreasonably delayed or denied.
- OIPRD will coordinate with Land Bank stewardship staff regarding any OIPRD activities that may impact adjoining preserve areas.
- OIPRD shall comply with maintenance standards established by the Land Bank for the Use Area. At a minimum, OIPRD shall promptly remove and properly disposed of all trash and debris associated with the OIPRD's use thereof.

3. **Communications:**

- OIPRD staff will meet with Land Bank stewardship staff upon request to discuss and address any topics identified by Land Bank.
- OIPRD will provide an annual summary of operations on the site to the Land Bank.

4. **Insurance:** OIPRD shall maintain, at all times, general liability insurance for its use of the Use Area, as an off-leash dog park and recreation area in the amount of \$1,000,000.00 for combined single limit bodily injury, including wrongful death, or property damage with a commercial insurance carrier protected under the State of Washington Guaranty Fund. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as additional insureds and shall not be reduced or cancelled without at least thirty (30) days prior written notice to the County.

Each insurance shall be endorsed to include language containing a "cross liability" or "separation of insureds" indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of OIPRD.

5. **Indemnification:** OIPRD agrees, to protect, defend, hold harmless and indemnify San Juan County, its employees, volunteers and agents, from any claim or lawsuit resulting directly from use of Use Area as an off-leash dog park and recreation area.

6. **Compliance with law:** OIPRD will comply with all applicable San Juan County, Washington State, and federal laws and will secure any permits required under those laws.

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Comment [1]: "Premises" is not a defined term and so that is why I re-reference "Use Area".

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7. **Termination:** Subject to the notice provisions in Section 1 above, either County or OIPRD, may cancel this license at any time and for any reason by giving said written notice to the other party. With the exception of fencing, fixtures installed by OIPRD in the Use Area will remain the property of OIPRD and shall be removed by OIPRD upon termination of this license unless otherwise agreed by the parties. OIPRD shall restore the Use Area to good condition upon termination.

8. **Contact:** The contacts for OIPRD and the County will be:

ORCAS ISLAND PARK AND
RECREATION DISTRICT
Marcia West, Director
PO Box 575, Eastsound, WA 98245

SAN JUAN COUNTY
Lincoln Bormann, Director
350 Court St. No.6
Friday Harbor, WA 98250

9. **Amendment.** This license cannot be amended or waived except by written consent of the parties.

10. **No Assignment.** This license may not be assigned, delegated, or subcontracted. The license does not run with the land and is a personal agreement between the County and OIPRD.

11. **Entire Agreement.** This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding.

Executed on this _____ day of _____ 2017.

ORCAS ISLAND PARK AND RECREATION DISTRICT

Date

APPROVED AS TO FORM ONLY:
Randall K. Gaylord
San Juan County Prosecuting Attorney

FINAL APPROVAL:
Michael J. Thomas
County Manager

By: _____
Date

Michael J. Thomas _____
Date

SAN JUAN COUNTY LAND BANK
Lincoln Bormann
Director

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**ORCAS ISLAND PARK & RECREATION DISTRICT
(OIPRD)**

BEERY ELSNER & HAMMOND, LLP

ENGAGEMENT AGREEMENT

THIS CONTRACT is made and entered into effective this ____ day of June, 2017 by and between the Orcas Island Park & Recreation District (OIPRD), a Washington park and recreation district duly formed and existing under Chapter 36.69 RCW and Beery Elsner & Hammond, LLP, an Oregon limited liability partnership ("ATTORNEY").

WHEREAS, OIPRD desires to contract with ATTORNEY for provision of legal services; and

WHEREAS, OIPRD has need for legal services with the particular training, ability, knowledge, and experience possessed by ATTORNEY; and

WHEREAS, OIPRD has determined that ATTORNEY is qualified and capable of performing the professional services as OIPRD hereinafter requires, under the terms and conditions set forth below.

NOW THEREFORE, based on the foregoing and in consideration of the mutual covenants contained herein, OIPRD and ATTORNEY agree as follows:

1. Term
The term of this Contract shall become effective on the date above and will continue for two (2) years unless terminated consistent with the provisions of Section 12 of this Agreement.
2. Scope of Services
ATTORNEY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary as are designated as ATTORNEY responsibilities throughout this Agreement and as described in Exhibit A ("Scope of Services"), attached and incorporated herein.
3. ATTORNEY Identification
ATTORNEY shall furnish OIPRD with its employer identification number, as designated by the Internal Revenue Service.
4. Compensation
 - A. Payment will be made to ATTORNEY for services identified based upon a detailed monthly billing showing work performed. Payment will be made within thirty (30) days of OIPRD's receipt of the detailed monthly billing from ATTORNEY.
 - B. Current hourly rates are:

• Partners and Of Counsel*	\$235.00 per hour
• Senior Associates	\$225.00 per hour

* Paul Elsner - AS Lead Attorney - will bill at the "Of Counsel" rate.

- Associates \$215.00 per hour
- Paralegals \$135.00 per hour
- Legal Assistants \$110.00 per hour

5. Project Managers

A. OIPRD's Project Manager will be OIPRD's Executive Director with the Lead Attorney being Paul C. Elsner. Each party shall give the other written notification of any change.

B. Contacts under this Agreement shall be:

For Attorney

Paul C. Elsner
Of Counsel
Beery Elsner & Hammond, LLP
1750 SW Harbor Way, Ste 380
Portland, OR 97201
Email: paul@gov-law.com

For OIPRD

Marcia West
Executive Director
PO Box 575
Eastsound, WA 98245
Email: marciaw@oiprd.org

6. Project Information

ATTORNEY agrees to share all project information, to fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with matters assigned to ATTORNEY. No information, news, or press releases shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written or oral authorization of OIPRD's Project Manager.

7. Independent Contractor. In the performance of services under this Agreement, ATTORNEY is an independent contractor with the authority to control and direct the performance of the details of the work; however, the result of the work contemplated must meet the approval of OIPRD and shall be subject to OIPRD's general rights of inspection and review to secure the satisfactory completion thereof. No agent, employee, servant or representative of ATTORNEY shall be deemed to be an employee, servant or representative of OIPRD for any purpose. ATTORNEY will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

8. Indemnity and Insurance

A. Indemnity: ATTORNEY acknowledges responsibility for any and all liability arising out of its performance under the terms of this Agreement and shall hold OIPRD harmless from, defend and indemnify OIPRD as against any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting from ATTORNEY's acts, omissions, activities or services in the course of performing this contract to the extent required by law.

B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar.

9. Law of Washington
The contract shall be governed by the laws of the State of Washington. Venue shall be in the San Juan County Washington Superior Court.
10. Successors and Assignments
A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of OIPRD.
B. In the event the ATTORNEY assigns, transfers or subcontracts any of the work contemplated or necessitated by the terms of this contract to some third party, ATTORNEY will ensure said third party is made subject to the terms and conditions of this Agreement.
11. Records
A. ATTORNEY shall retain all books, documents, papers, and records that are directly pertinent to this Agreement and any work done under its term for at least three (3) years.
B. ATTORNEY shall allow OIPRD, or any of its authorized representatives, to audit, examine, copy, take excerpts from, or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
C. OIPRD shall be owner of and shall be entitled to possession of any physical work product resulting from ATTORNEY's work, including computations, plans, correspondence or pertinent data and information gathered by or computed by BEH prior to the termination of engagement. The metadata imbedded in any document provided by BEH is, however, and will remain the exclusive property of ATTORNEY to the extent allowed by law.
12. Termination for Convenience
A. OIPRD may terminate all or part of this Agreement at any time for its own convenience by written notice to ATTORNEY. Upon termination under this paragraph, ATTORNEY shall be entitled to compensation for all services rendered prior to ATTORNEY'S actual notice of the termination or the receipt of OIPRD's written notice of termination, whichever is earlier, plus ATTORNEY'S reasonable costs actually incurred in closing out the contract.
B. In the event ATTORNEY terminates this Agreement, it may do so with or without cause but shall give not less than sixty (60) days written notice of its intent to do so to OIPRD.
13. Payment of Claims by OIPRD
If ATTORNEY fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to ATTORNEY or a subcontractor by any person in connection with this contract as the claim becomes due, OIPRD may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to ATTORNEY pursuant to this contract. OIPRD's payment of a claim under this Paragraph shall not relieve ATTORNEY or ATTORNEY's surety, if any, from responsibility for those claims.

14. Modification

Any modification of the provisions of this contract shall be reduced to writing and signed by authorized representatives of each party.

15. No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

~~SAN JUAN ISLAND LIBRARY OIPRD~~

BEERY, ELSNER & HAMMOND, LLP

By: 

By: _____

Chad A. Jacobs

Title: Commissioner and Chair

Title: Partner

Date: June 8, 2017

Date: _____

**EXHIBIT A
SCOPE OF WORK**

1. **Qualifications.** ATTORNEY shall be licensed to practice law in the State of Washington. In performing services under this Agreement, ATTORNEY shall comply with state and federal law and applicable court rules, including the Professional Rules of Conduct for attorneys in Washington, and applicable provisions of the State Ethics Code.
2. **Representing Officers and Employees.** ATTORNEY shall advise and represent OIPRD officers and employees, including elected officials, administrators and volunteers (in their official capacities and not as individuals), working within the course and scope of their employment or volunteerism with OIPRD in all legal matters pertaining to the business of OIPRD, as needed and requested by OIPRD.
3. **Representing OIPRD as an Entity.** ATTORNEY's client shall be OIPRD as an entity. It is ATTORNEY's responsibility to support the decisions of OIPRD as a whole, not necessarily each individual official's position on a particular issue.
4. **Scope of Representation.** As needed and requested by OIPRD, ATTORNEY shall provide written and oral legal advice; attend council and staff meetings; handle litigation and proceedings before administrative bodies; attend and provide advice at council, board and commission meetings; prepare or review ordinances, resolutions, contracts and agreements; assist or handle claims against OIPRD; work with outside counsel and contractors; and such other duties as may be prescribed by OIPRD.