Orcas Island Park and Recreation District Commission **Regular Meeting Agenda**

Thursday, May 8th, 2025; 1:00 PM Orcas Fire and Rescue Station 21 45 Lavender Lane Eastsound, WA 98245

Meeting Link:

https://us02web.zoom.us/j/84576141730?pwd=cyiP6ZkdziXVzKuEcFNNPDLarzoObS.1 By Phone: (253) 205-0468 Meeting ID: 845 7614 1730 Passcode: 744585

I. CALL TO ORDER

- Seat 1: Dennis Dahl
- Seat 2: Bob Eagan
- Seat 3: Asya Eberle
- Seat 4: Woody Ciskowski
- Seat 5: Deborah Jones

II. COMMISSIONER APPOINTMENT

- 1. Welcome Commissioner Woody Ciskowski
- 2. Oath of Office

III. PUBLIC COMMENT

IV. MONTHLY BUSINESS

- 1. Employee Payroll
 - . 04/30/2025 \$22,829.06
- 2. Payment of Claims
 - · 04/08/2025 \$30,707.49
 - · 04/15/2025 \$18,815.29
 - · 04/22/2025 \$5,980.78
 - · 04/29/2025 \$2,763.62
 - · 05/06/2025 \$12,660.02
- 3. Previous Minutes
 - April 4th, 2025
 - May 3rd, 2025

V. MONTHLY REPORTS

- 1. Director's Report
- 2. Financial Report
- 3. Committee Reports

VI. UNFINISHED BUSINESS

- 1. Boundary Line Modification Resolution
- 2. Washington State Department of Retirement Systems Resolution
- 3. OPAL Easement
- 4. Buck Park Maintenance contract update/Future Field Maintenance
- 5. OISD Water Use Agreement
- 6. OISD Drainage
- 7. OISD Senior Project updates
 - a. Marley Moxley Buck Park sports signage
 - b. Remy Lago 3x3 Basketball Tournament

VII. <u>NEW BUSINESS</u>

- 1. Commissioner Candidacy for November General Election
- 2. Surplus of OIPRD equipment Motion
- 3. Upcoming Grant Opportunities
- 4. Annual Retreat Planning
- 5. Equity, Diversity, and Inclusion Statement refresher
- 6. Board of Commissioner Meetings time adjustment

VIII. PUBLIC COMMENT

IX. ADJOURNMENT

Next Meeting - June 12th 1:00 p.m. Regular Meeting

On April 4th, 2025, in an open public meeting, the Orcas Island Park and Recreation District Board of Commissioners selected Woody Ciskowski to fulfil the unexpired term for Commission Seat #4

Appointment: (to be read by Chair Deb Jones)

The Board of Commissioners hereby appoints William "Woody" Ciskowski of Eastsound, Washington, to the office of Orcas Island Park and Recreation District Commissioner, the term for this position will expire on December 31, 2025, or upon certification of the November General Election designating the publicly elected commissioner.

Oath of Office

(to be read by Commissioner Woody Ciskowski)

I, Woody Ciskowsi, do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and all local ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of Orcas Island Park and Recreation District Commissioner, according to the law and the best of my ability.



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 04/29/2025

District name: Orcas Island Park and Recreation District

Requestor name: Kim Ihlenfeldt

Requestor email address: kim@oiprd.org

Requestor phone number: (360) 298-4465

Total amount: 25,422.43

BARS code: 6501.00.589.40.00.0000

Description of claim(s):

Payroll - Account ending in *4094

Warrant delivery: Select one

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Name and title Kim Ihlenfeldt, Executive Director	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Orcas Island Park and Recreation District

Total payroll cost report

From March 26, 2025 to April 25, 2025

Item	Amount
Total pay	
Paycheck wages	\$ 20,615.01
Non-paycheck wages	\$ 0.00
Reimbursements	\$ 0.00
Subtotal	\$ 20,615.01
Company contributions	
Dental	\$ 115.20
Medical	\$ 2,655.66
Vision	\$ 33.54
Subtotal	\$ 2,804.40
Employer taxes	
Social Security Employer	\$ 1,278.12
Medicare Employer	\$ 298.92
FUTA Employer	\$ 23.77
WA SUI Employer	\$ 173.65
WA Employment Administrative Fund	\$ 0.00
WA Paid Family and Medical Leave ER	\$ 54.02
WA Workers' Compensation Tax Employer	\$ 174.54
Subtotal	\$ 2,003.02
Total payroll cost	\$ 25,422.43



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 04/08/2025

District name: Orcas Island Park and Recreation District

Requestor name: Kim Ihlenfeldt

Requestor email address: kim@oiprd.org

Requestor phone number: (360) 298-4465

Total amount: \$30,707.49

BARS code: 6501.00.589.40.00.0000

Description of claim(s):

Accounts Payable - Account ending in *4115

Warrant delivery: Select one

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Name and title Kim Ihlenfeldt, Executive Director	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Vendor	Amount	Category
Banner Bank	\$1,785.31	Various
Brook Meinhardt	\$541.65	Instructor
Ewing	\$924.24	Park Maint Supplies
Island Excavating	\$23,723.34	Park Maintenance
Island Hardware	\$716.89	Park Maint Supplies
Island Storage	\$178.00	Storage rental
Jessie McConville	\$63.12	Program Supply Reimbursement
Odd Fellows	\$1,850.00	Facility Rental
Rosedanie Cadet	\$15.84	Program Supply Reimbursement
San Juan County Auditor	\$29.10	Auditor fees
Starr Septic	\$880.00	Sanican
Total	\$30,707.49	



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 04/15/2025

District name: Orcas Island Park and Recreation District

Requestor name: Kim Ihlenfeldt

Requestor email address: kim@oiprd.org

Requestor phone number: (360) 298-4465

Total amount: \$18,815.29

BARS code: 6501.00.589.40.00.0000

Description of claim(s):

Accounts Payable - Account ending in *4115

Warrant delivery: Select one

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Name and title Kim Ihlenfeldt, Executive Director	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Vendor	Amount	Category
WADOR	\$456.00	Excise Tax
Banner Bank	\$581.04	Various
Bianca Cox	\$150.00	Instructor
Brook Meinhardt	\$2,416.57	Instructor
Chelsea Sherman	\$62.50	Instructor
Griffin's Yardworks	\$6,914.12	Maintenance
Hayley Shannon	\$1,312.50	Instructor
Islabel Alexander	\$75.00	Instructor
lvona Edry	\$280.00	Instructor
Lily Ostle	\$466.75	Instructor
Orcas Christian School	\$1,450.00	Rental
Rosedanie Cadet	\$610.86	Instructor
San Juan Sanitation	\$364.95	Trash
Stephanie Moss	\$1,350.00	Instructor
Summer Barbone	\$200.00	Instructor
Susan Newkumet	\$325.00	Instructor
Tiffany Loney	\$1,800.00	Instructor
WADOT - WSF	\$0.10	Travel
Total	\$18,815,29	

Total

\$18,815.29



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 04/22/2025

District name: Orcas Island Park and Recreation District

Requestor name: Kim Ihlenfeldt

Requestor email address: kim@oiprd.org

Requestor phone number: (360) 298-4465

Total amount: \$5,980.78

BARS code: 6501.00.589.40.00.0000

Description of claim(s):

Accounts Payable - Account ending in *4115

Warrant delivery: Select one

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Name and title Kim Ihlenfeldt, Executive Director	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Vendor	Amount	Category
Banner Bank	\$2,897.11	Various
Brook Meinhardt	\$166.66	Instructor
Ewing	\$808.94	Park Maintenance
Funhouse	\$503.00	Rental
Jensen Rentals LLC	\$108.72	Park Maintenance
Julien Kos	\$1,496.25	Instructor
WADOT - WSF	\$0.10	Travel
Total	\$5,980.78	



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on appropriate processing day, as outlined by the Junior Taxing District Accounts Payable & Payroll Calendar.

Date of request: 04/29/2025

District name: Orcas Island Park and Recreation District

Requestor name: Kim Ihlenfeldt

Requestor email address: kim@oiprd.org

Requestor phone number: (360) 298-4465

Total amount: \$2,763.62

BARS code: 6501.00.589.40.00.0000

Description of claim(s):

Accounts Payable - Account ending in *4115

Warrant delivery: Select one

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Name and title Kim Ihlenfeldt, Executive Director	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Vendor	Amount	Category
Banner Bank	\$2,167.83	Office equipment
Island Hardware	\$99.70	Maintenance supplies
Rosedanie Cadet	\$16.09	Program supplies
Tabitha Rose	\$480.00	Instructor
Total	\$2,763.62	



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims. Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Date of request: 05/06/2025

District name: Orcas Island Park and Recreation District

Requestor name: Kim Ihlenfeldt

Requestor phone & email address: 360-298-4465 kim@oiprd.org

Total amount: 12,660.02

BARS code: 6501

.00.589.40.00.0000

Request type: Accounts Payable EFT

Description of claim(s):

Accounts Payable - 6501

Last four digits of bank account (EFT's ONLY): 4115

Warrant delivery: EFT (Not Applicable)

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Name and title Kim Ihlenfeldt, Executive Director	Name and title
Signature and date 05/06/2025	Signature and date
Name and title	Name and title
Signature and date	Signature and date
Name and title	Name and title
Signature and date	Signature and date

Vendor	Amount	Category
Banner Bank	\$787.05	Various supplies
Batu Balic	\$6,299.75	Instructor
Brook Meinhardt	\$270.82	Instructor
Canyon Remmick	\$787.50	Instructor
EWUA	\$45.51	Water
Island Storage	\$178.00	Storage Rental
Odd Fellows	\$1,700.00	Facility Rental
Orcas Christian School	\$375.00	Facility Rental
Rosedanie	\$540.00	Instructor
San Juan County DCD	\$595.00	Property Line Adjustment
Starr Excavation	\$1,040.00	SaniCan
WADOR	\$41.39	SalesTax

Total

\$12,660.02

Orcas Island Park and Recreation District Commission **Regular Meeting Minutes**

Friday, April 4th, 2025; 3:00 PM Orcas Fire and Rescue Station 21 45 Lavender Lane Eastsound, WA 98245

I. <u>CALL TO ORDER</u> -

Commissioner Deb Jones called the meeting to order with 3 commissioners present.

- Seat 1: Dennis Dahl
- Seat 2: Bob Eagan
- Seat 3: Asya Eberle absent
- Seat 4: Vacant
- Seat 5: Deborah Jones

II. PUBLIC COMMENT

III. OISD SENIOR PROJECT PRESENTATIONS

1. Marley Moxley presented a senior project proposal to install signage at the Buck Park dugouts. The board inquired about materials and requested the signage be limited to seasonal installation.

MOTION by Bob to accept the senior project proposal, second from Dennis. With no further discussion the project was approved unanimously.

Kim will work with Marley on final approval prior to installation.

IV. MONTHLY BUSINESS

- 1. Employee Payroll
 - . 03/31/2025 \$22,829.06

<u>MOTION to approve</u> employee payroll by Bob, second by Dennis. Discussion included requesting the actual payroll date range be reflected on the payroll summary report. With no further discussion the motion passed unanimously.

- 2. Payment of Claims
 - . 03/18/25 \$14,987.02
 - . 03/25/2025 \$4,652.40
 - . 04/01/2025 \$12,292.21

MOTION to approve payment of claims by Dennis, second by Bob. With no further discussion the motion passed unanimously.

- 3. Previous Minutes
 - March 13th, 2025

• March 25th, 2025

<u>MOTION to approve</u> previous minutes by Dennis, second by Bob. With no further discussion the motion passed unanimously.

V. MONTHLY REPORTS

- 1. Director's Report covered in unfinished business
- 2. Financial Report
- 3. Committee Reports

VI. UNFINISHED BUSINESS

1. OISD Water Use Agreement

After review of the expiring agreement, the districts are interested in moving forward with the same terms.

2. OISD Drainage

Bob and Kim met with OISD regarding drainage concerns stemming from the installation of the track. OISD will coordinate a meeting with project manager, contractors, OIPRD and OISD to discuss the issue.

3. Buck Park Maintenance contract update/Future Field Maintenance

OISD Operations manager will explore the feasibility of a shared maintenance person for outdoor maintenance in Buck Park. Griffin Yardworks has expressed the potential of not submitting a bid on the next request for proposals in 2026.

4. OPAL Easement

The board has reviewed the draft drainage easement drawings. We are still awaiting final draft of the proposed easement agreement. Groundwater is still being pumped into Buck Park from the construction site. Kim will reach out to OPAL again to discuss drainage concerns. A recommendation to install an electric pump with float switch was offered.

VII. NEW BUSINESS

1. Meeting Time Adjustment – the board discussed shifting the meeting time moving forward to a 1:00 p.m. start on the 2nd Thursday of each month. This discussion will continue in May and June to allow ample time for input and consideration.

VIII. COMMISSIONER SEAT #4

- Introductions Commissioner candidates had an opportunity to introduce themselves. Remaining candidates included Keith Light, Woody Ciskowski, and Eli Sanders. Eli was not present at the meeting, but provided a written introduction and response to the questions ahead of time.
- 2. Candidate Q&A Round Robin candidates responded to questions in a round robin fashion.
- 3. Executive Session held in accordance with RCW 42.30.110 1(h), To evaluate the qualifications of a candidate for appointment to elective office. The session began at 4:05 p.m. and was expected to last 30 minutes. The board resumed regular meeting at 4:35 p.m.

<u>MOTION to appoint</u> Woody Ciskowski to Commission Seat #4 by Bob, second by Dennis. With no further discussion the motion was approved.

IX. <u>PUBLIC COMMENT</u> None.

X. <u>ADJOURNMENT</u>

The meeting was adjourned at 5:19 p.m.

Next Meeting - May 8th Regular Meeting will be held at 1:00 p.m.

Submited by: _____

Approved on _____, 2025.

Orcas Island Park and Recreation District Commission Special Notice

NOTICE

A quorum of the Orcas Island Park and Recreation District Commission gathered on Saturday, May 3rd, 2025, at 1:00 p.m. at Buck Park in Eastsound in celebration of Justin Paulsen's service on the board. No business was conducted during this time, and no action was taken. Recorded by

Recording Data (For Recorder's Use Only)

Return to: SAN JUAN SURVEYING PO BOX 611 FRIDAY HARBOR WA 98250

BOUNDARY LINE MODIFICATION

THIS BOUNDARY LINE MODIFICATION WILL NOT BE VALID UNLESS IT IS RECORDED WITH THE SAN JUAN COUNTY AUDITOR WITHIN SIX MONTHS OF THE APPROVAL DATE.

Because a boundary line modification (BLM) is not a conveyance there is no Grantee. For purposes of recording a BLM, the Auditor's Office treats all parties as both Grantors and Grantees.

Grantor(s) statement: I certify that all of the information submitted herewith is true and correct. I understand that this application is for boundary alterations between adjacent parcels and that approval does <u>not</u> constitute approval for creation of additional parcels or lots.

A.	Grantor(s) Name and address: (please print)	ORCAS ISLAND PAI DISTRICT PO BOX 575 EASTSOUND, WA 9			
A.	Grantor(s) signature:				
B.	Grantor(s) Name and address: (please print)	SAN JUAN COUNTY LAND BANK 350 COURT ST. STE 6 FRIDAY HARBOR, WA 98250-7901			
B.	Grantor(s) signature:				
	Parcel Number	Abbreviated Legal Description	Auditor's File Number of Latest Deed	Existing Area	New Area
A. :	271322002000	PR NW-NW Sec 13, T 37N, R 2W	2014-0723008	17.88 +/- AC	17.88 +/- AC
В. 2	271321001000	PR NW 1/4,PR GL 3,W1/2 SW-NW EX CO RD TGW TDS 4 55CHS	1998-0812003	113.63 +/- AC	113.63 +/- AC
C.					

Has either parcel in the proposed change been involved in any way in a Simple Land Division in the last **five** years? Yes No

Is any of the property classified as "Open Space" or "Designated Forest Land" for taxation purposes? Yes
No

Date received:	Receipt Number:	
ISLAND ORCAS	SUBMITTAL DATE	
COMPREHENSIVE PLAN DESIGNATION <u>VR/ER</u>	SHORELINE DESIGNATION	

Approval does not change ownership of land. If ownership is to be conveyed, the applicant shall effect an appropriate legal instrument for convevance.

Approvals of boundary line modifications shall expire if the authorized deeds transferring property ownership, together with a copy of the approved boundary line modification and map, are not recorded within six months of the approval, unless the application identified the modification as subject to a pending development permit application as a documented contingency agreement between the prospective land seller and purchaser. In that event, the recordings required above shall be filed within 30 days of the effective date of the approved development permit or shall become void upon the denial of a development permit. Documentation authorizing the transfer of property ownership may be placed on the original boundary line map along with the legal descriptions of those portions of land being transferred. (SJCC 18.70.030G)

LAND DIVISION ADMINISTRATOR'S CERTIFICATE: Pursuant to SJCC 18.70.030 Community Development & Planning has reviewed this application and found it in compliance with the codes applicable at the time of the application. All boundary line modifications are subject to SJCC 18.70.030(A)5 " Pursuant to RCW 58.17.060 the property subject to this authorization may not be divided in any manner within a period of five (5) years without the filing of an application for a long subdivision unless eligible for redivision by short plat in accordance with state law.

Approved □

Denied 🗆

Administrator

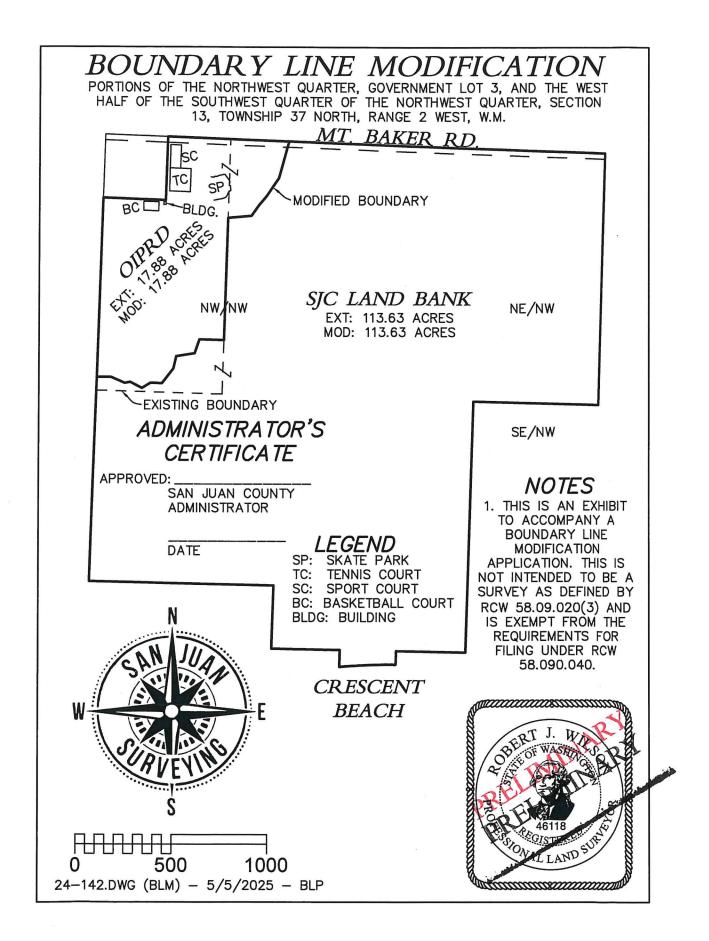
Date

TREASURER'S CERTIFICATE: All taxes and assessments of the current year, in-cluding advance taxes per RCW 58.08.040, for current year tax not yet levied or certified and any delinquent taxes or assessments which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office. If any penalty fees are due under the provisions of the Open Space or DFL Law (84.33 and 84.34RCW) this does not guarantee that they have been paid.

San Juan County Treasurer

Date

NOTE: This modification is not valid unless it is recorded with the San Juan County Auditor within 6 months of the approval date, together with a map (8 1/2"X11") containing an original approval stamp signed by the Director of Community Development & Planning or designee.



Orcas Island Park & Recreation District

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

May 8th, 2025

The Orcas Island Park and Recreation District Board of Commissioners hereby authorize Executive Director Kim Ihlenfeldt to fully execute the Boundary Line Modification between OIPRD's Buck Park and the San Juan County Landbank's Crescent Preserve.

Approved on May 8th, 2025.

Deb Jones, Chair	Bob Eagan, Commissioner
Asya Eberle, Commissioner	Woody Ciskowski, Commissioner
Dennis Dahl, Commissioner	Attest: Kim Ihlenfeldt

RESOLUTION NO. ____202508-a______

WHEREAS, Orcas Island Park and Recreation District desires to offer Social Security coverage to its employees,

NOW THEREFORE, be it resolved that the Orcas Island Park and Recreation District Board of Commissioners does hereby adopt the following resolution:

SECTION 1. It is hereby declared to be the policy and purpose of the Board to extend the provisions of RCW 41.48.030, providing Social Security coverage to eligible employees of the District.

SECTION 2. The Executive Director is authorized and directed to execute an agreement with the State of Washington to secure Social Security coverage of eligible employees as provided in Section 1.

SECTION 3. The coverage of eligible employees shall be effective as of June 1, 2025.

SECTION 4. Withholdings from salaries or wages of employees for the purposes provided in Section 1 of this Resolution are hereby authorized to be made in the amounts and at such times as may be required by applicable State and Federal laws and regulations, and shall be paid to the Internal Revenue Service, in such amounts and at such times as are designated in IRS Code 3121(b)(7)(E) and 3126.

SECTION 5. Employer contributions shall be paid from amounts appropriated for such purposes to the Internal Revenue Service in accordance with applicable Federal laws.

SECTION 6. Orcas Island Park and Recreation District shall maintain such records and submit such reports as may be required by applicable State and Federal laws or regulations.

SECTION 7. This resolution shall take effect and be in full force from and after its passage.

Passed this 8th day of May, 2025. Authorizing Signatures:

 Title:
Title:
 Title:
 Title:
 Title:

CERTIFICATION:

I, ENTER NAME HERE, do hereby certify that the foregoing is a true and correct copy of Resolution passed by the Orcas Island Park and Recreation District on the 8th day of May, 2025.

Signature



Resolution Authorizing Participation in PERS Resolution No.

New employers use this form to join the Public Employees' Retirement System (PERS).

Send completed form to: Employer Support Services Department of Retirement Systems PO Box 48380 • Olympia, WA 98504-8380

www.drs.wa.gov • 800.547.6657 360.664.7200 • TTY: 711

Important Information

Fill out this resolution for authorizing and approving your participation in the Washington State Public Employees' Retirement System (PERS). It must be fully excuted and signed before you submit it to DRS.

Authorization

_, a political subdivision of the state of Washington, authorizes

and approves the following:

1. Its eligible employees shall participate in PERS as allowed by RCW 41.40.06

2. The necessary funds shall be made available to cover its proportionate share for participation in PERS

3. PERS membership shall begin on ____

(mm/dd/yyyy)

Tax Status (select one)

Will submit tax-deferred member contributions
 Will not submit tax-deferred member contributions

Purchase of Previous Service (select one)

Not applicable

Check this box if your agency is newly created **and** the effective date of PERS participation is equal to the date of hire of the first employee(s).

Option A

Employer pays all previous service costs (both member and employer contributions). Payment must be completed within 15 years from entry into PERS.

Option B

Employer and member share previous service cost. Payment must be completed within five years from entry into PERS. Choose one of these variations:

B1 Member pays member contributions. Employer pays employer contributions.

B2 Member pays _____% of previous service cost.

Option C

Member pays all previous service costs (both member and employer contributions). Payment must be completed within five years from entry into PERS.

Complete and sign the authorizing and approving participation signature section on the back of this form. Please return the completed and signed form to *drs.employersupport@drs.wa.gov*. Or you can return the completed and signed form through the mail to the address above.

Authorizing Signatures			
Resolution Number	Passed this	day of	_, 20
Authorizing signatures and titles	<u>I</u>		
		_ Title:	
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When Recorded, Return to:

OPAL Community Land Trust 286 Enchanted Forest Rd APT B101 Eastsound, WA 98245

DRAINAGE EASEMENT AGREEMENT

Grantor:	ORCAS ISLAND PARK AND RECREATION DISTRICT	
Grantee:	OPAL COMMUNITY LAND TRUST	
Legal Description (abbreviated):PR NW-NW Sec 13, T 37N, R 2W		
Assessor's Tax Parcel ID #: 271322002000, 271411023000, 271411024000, 271411025000		
Reference Nos. of Documents Released or Assigned: <u>N/A</u>		

THIS DRAINAGE EASEMENT AGREEMENT ("*Agreement*") is dated for reference purposes as of _______, 2025, by ORCAS ISLAND PARK AND RECREATION DISTRICT, a Washington park and recreation district ("*Grantor*"), and OPAL COMMUNITY LAND TRUST, a Washington nonprofit corporation ("*Grantee*").

RECITALS

A. Grantor is the owner of certain real property located in San Juan County, Washington (the "*Grantor Property*") legally described as follows:

The West-half (1/2) of the Northwest quarter (1/4) of the Northwest quarter (1/4), Section 13, Township 37 North, Range 2 West, W.M.

EXCEPT the North 330 feet of the West 330 feet (heretofore dedicated to Cemetery purposes) and

EXCEPT County Road No. 56 (Mt. Baker Highway).

Situated in San Juan County, Washington.

B. Grantee is the owner of certain real property located in San Juan County, Washington (the "*Grantee Property*") legally described as follows:

Lots B, C & D of Kidder Short Plat, according to the Plat thereof, recorded in Volume 7 of Short Plats, at pages 101 and 101A, in the office of the Auditor of San

Juan County, Washington, being a portion of the Northeast Quarter of the Northeast Quarter, Section 14, Township 37 North, Range 2 West, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the roadways as shown on the Plat Map and as granted in the Dedication of Kidder Short Plat.

Situate in San Juan County, Washington.

C. Grantee plans to construct a multi-unit affordable housing development (the "*Project*") on the Grantee Property.

D. Grantor and Grantee desire to enter into this easement to allow drainage over, under, and across the Grantor Property for the benefit of the Grantee Property.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Drainage Easement. Grantor hereby grants to Grantee for the benefit of the Grantee Property a 10-foot wide permanent, nonexclusive easement ("Drainage Easement") over, under, through, across, in, and upon those portions of the Grantor Property as legally described in the attached EXHIBIT A and approximately depicted on the attached EXHIBIT B (the "Drainage Easement Area") for the purpose of constructing, installing, maintaining, repairing, using, replacing, and removing a drainage swale and related facilities (collectively, the "Drainage Facility"), including a right of access over that portion of the Grantor Property reasonably necessary to allow Grantee to construct, install, maintain, repair, use, replace, and remove the Drainage Facility.

2. Grantor Use Rights. Grantor reserves the right to use the Drainage Easement Area for any purpose that does not materially affect Grantee's rights hereunder.

3. Construction of Improvements. Except in cases of emergency, prior to any construction, installation, replacement, or removal of the Drainage Facility on the Grantor Property, Grantee shall notify Grantor in writing of such activity or work (e-mail is sufficient) at least 24 hours in advance, and Grantee shall ensure that Grantor and its invitees have access to the Grantor Property. Grantee shall not undertake any activity or work on the Grantor Property without first obtaining all applicable permits and other governmental approvals required for such activity or work.

4. Work Standards. Any activity or work to be performed by Grantee on the Grantor Property under this Agreement shall be in accordance with any plans approved by the applicable governmental authorities and shall be completed in a workmanlike manner.

5. Maintenance Costs and Liens. Grantee shall bear and promptly pay all costs and expenses of maintaining, repairing, replacing, and removing the Drainage Facility or any damage

to the Grantor Property or improvements caused by failure of the Drainage Facility, including but not limited to reasonable expenses incurred by Grantor to repair the Drainage Facility or damage caused thereby in the event of an emergency. Notwithstanding the foregoing, Grantor shall bear and promptly pay all costs and expenses of maintaining, repairing, replacing, and removing the Drainage Facility or any damage to the Grantor Property or improvements to the extent such costs and expenses are caused by Grantor or Grantor's agents, invitees, or contractors. Grantee's obligations hereunder shall commence upon completion of the Drainage Facility and the issuance of any required final government approvals. Grantee shall keep the Grantor Property free and clear of all liens related to Grantee's rights under this Agreement, and shall obtain a recorded release of any such lien by paying or bonding over it within 15 days after receiving notice of such lien.

6. **Restrictions.** Grantee shall not disturb the Grantor Property, except to the extent reasonably necessary to construct, install, maintain, repair, use, replace, and remove the Drainage Facility. Grantee shall, at its sole cost and expense, promptly repair any damage caused to the Grantor Property in the course of Grantee's performance of any work relating to the Drainage Facility. Grantor shall, at its sole cost and expense, promptly repair any damage caused to the Drainage Facility by Grantor or its tenants, invitees, or licensees. Grantor shall not in the future construct or install any improvements or structures, or plant any trees or shrubs, within the Drainage Easement Area that would impede access to, the operation of, or the maintenance, repair, replacement or removal of the Drainage Facility.

7. Insurance. While constructing the Project and through the date of issuance of the final certificate of occupancy for the Project, Grantee shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Certificates of insurance evidencing the policies providing the coverage required in this Section shall be provided to Grantor upon Grantor's request.

8. Indemnity. Grantee shall defend, indemnify, and hold Grantor harmless from and against all liabilities, claims, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees, expert witness fees, and other expenses of litigation (collectively "Losses"), arising out of or in connection with the maintenance, repair, use, replacement, or removal of the Drainage Facility or use of the Drainage Easement Area by Grantee or its agents or contractors. Grantee shall have no obligation to defend or indemnify Grantor for Losses to the extent caused by the negligence or willful misconduct of Grantor or its tenants, invitees and licensees.

Grantor shall defend, indemnify, and hold Grantee harmless from and against all Losses arising out of or in connection with any damage to the Drainage Facility, or other injury to person or property, caused by the willful misconduct or negligence of Grantor or its tenants, invitees, and licensees. Grantor shall have no obligation to defend or indemnify Grantee for Losses to the extent caused by the negligence or willful misconduct of Grantee or its agents or contractors.

The indemnity obligations herein shall survive termination of this Agreement.

9. Covenants Running with the Land. The easement granted herein shall be deemed a covenant running with the land and shall inure to the benefit of, and shall be binding upon, any

persons having any right, title or interest in such land and their respective grantees, heirs, successors and assigns until terminated.

10. Severability. The invalidation by any court of any reservation, covenant, restriction, limitation, or agreement herein contained shall not affect the remainder of the provisions of this Agreement, which shall remain in full force and effect.

11. Notices. Notices required hereunder shall be personally delivered or mailed to the mailing address on file with the Secretary of State for the receiving party, and shall be deemed delivered upon receipt or rejection by the receiving party.

12. Amendment. Amendments to this Agreement shall be made by an instrument in writing executed by the parties and recorded in the records of San Juan County.

13. Governing Law. This Agreement is to be construed in all respects and enforced according to the laws of the State of Washington, without regard to that state's choice of law rules, and venue for any dispute shall be San Juan County, Washington.

14. Attorneys' Fees. If any party brings a legal proceeding to enforce or obtain a declaration of its rights under this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable costs, disbursements and attorneys' fees from the non-prevailing party.

15. Authority. Each party represents to the other that it is fully authorized to enter into this Agreement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each party to be bound by the obligations described herein.

16. Further Assurances. Each party agrees to take any further action and to execute and deliver such additional agreements and instruments as reasonably required to effectuate the purposes of this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, and each counterpart so signed shall be deemed an original hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date first set forth above.

GRANTOR:

	ORCAS ISLAND PARK AND RECREATION DISTRICT,
	a Washington park and recreation district
	By:
STATE OF WASHINGTON	
COUNTY OF	} ss.
This record was acknowl	edged before me on . 2025 by
as of OR	CAS ISLAND PARK AND RECREATION DISTRICT, a
Washington park and recreation	edged before me on, 2025 by CAS ISLAND PARK AND RECREATION DISTRICT, a district.
GIVEN UNDER MY HAND	AND OFFICIAL SEAL this day of, 2025.
	Printed Name
	NOTARY PUBLIC in and for the State of Washington, residing at
	My Commission Expires

EXECUTED as of the date first set forth above.

GRANTEE

	OPAL COMMUNITY LAND TRUST,
	a Washington nonprofit corporation
	By: Name: Title:
STATE OF WASHINGTON	<pre>\$\$.</pre>
This record was acknowl	edged before me on, 2025 by
as of OPA	AL COMMUNITY LAND TRUST, a Washington nonprofit
corporation.	
GIVEN UNDER MY HAND	AND OFFICIAL SEAL this day of, 2025.
	Printed Name
	Printed Name
	NOTARY PUBLIC in and for the State of Washington, residing at
	My Commission Expires

EXHIBIT A

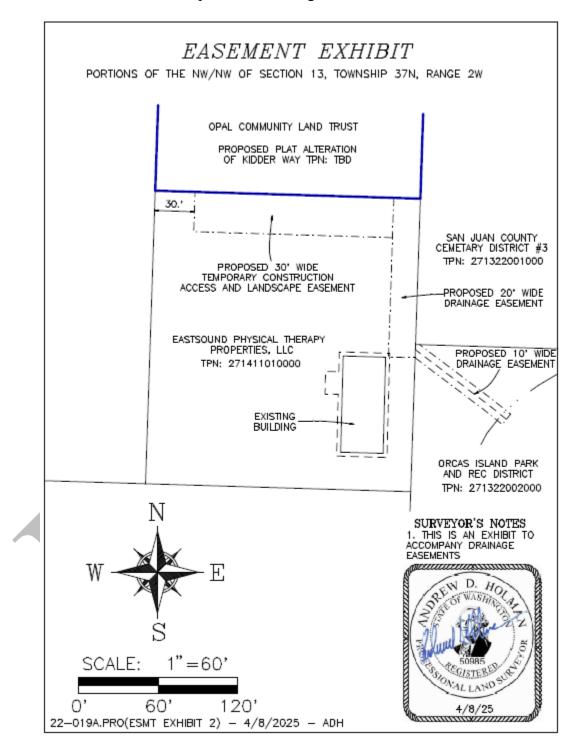
Legal Description of Drainage Easement Area

A 10-foot-wide drainage easement over, under and across that portion of the Northwest Quarter of the Northwest Quarter of Section 13, Township 37 North, Range 2 West, W.M., the centerline being described as follows:

Commencing at the Southeast corner of the East 20.00 feet of the North 120.00 feet of the East 200.00 feet of Lot 3, Short Plat for DEYE, as recorded in Volume 2 of Short Plats, Pages 76, 76A and 76B, records of San Juan County, Washington; thence North 01°53'35" East 6.11 feet along the East boundary of said Lot 3 to the True Point of Beginning of the line being described; thence leaving said East boundary South 52°58'43" East 68.36 feet; thence South 51°19'41" East 18.14 feet to the terminus of said described line.

EXHIBIT B

Depiction of Drainage Easement Area



ORCAS ISLAND

Where Adventure Meets Serenity

Orcas Island Park & Recreation District

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

May 8th, 2025

Orcas Island Park and Recreation District has the following items that are no longer of use to the district, are past their useable lives, and are ready for surplus:

3 glass top office desks

3 Apple Mac Mini's (2010 – 2012)

1 Apple Macbook laptop

MOTION to surplus the above items by _____,

second by_____.

Approved on ______, 2025. Attest:______.

Orcas Island Park and Recreation District info on Upcoming Grant opportunities:

San Juan County Public Facilities Assistance Program Application

Timeline for PFFAP Grant Schedule: Application Open: May 1st, 2025 Application Close: June 2nd, 2025 Preliminary Review: June 2025 Presentations & Council Review: July 2025 Notification of Award: August 2025

More information:

https://www.sanjuancountywa.gov/1099/PFFAP-Program-Applications

San Juan County Lodging Tax Grant

Timeline TBD, typically a September opening, October due date, November presentation, December award.

Land and Water Conservation Fund

Grant cycle opens: 02/11/2026 Plan Due: 03/02/2026 Application Due: 04/30/2025 Applications Ranked: ~10/31/2026

The Land and Water Conservation Fund provides funding to preserve and develop outdoor recreation resources, including parks, trails, and wildlife lands. Eligible projects include acquisitions, developments, renovations.

See full manual here:

https://rco.wa.gov/wp-content/uploads/2019/06/LWCF-Manual15.pdf

Aquatic Lands Enhancement

Grant cycle opens: 02/11/2026 Application Due: 04/30/2025 Applications Ranked: ~10/31/2026

Grants may be used for the acquisition, improvement, or protection of aquatic lands for public purposes. They also may be used to provide or improve public access to the waterfront.

Aquatic lands are all tidelands, shore lands, harbor areas, and the beds of navigable waters.

See full manual here:

https://rco.wa.gov/wp-content/uploads/2019/06/ALEA-Manual21.pdf

Habitat Conservation Projects – Habitat

Grant cycle opens: 02/11/2026 Application Due: 04/30/2025 Applications Ranked: ~10/31/2026

Grants may be used for the acquisition (conservation easements, access and trail easements, covenants, water rights, leases, and mineral rights), developing facilities (fences, interpretive kiosks and signs, park furniture, parking, paths, restrooms), restoring habitat.

More info:

https://rco.wa.gov/grant/washington-wildlife-and-recreation-program-habitat/

Washington Wildlife – Outdoor Recreation

Grant cycle opens: 02/11/2026 Plan Due: 03/02/2026 Application Due: 04/30/2025 Applications Ranked: ~10/31/2026

Grants may be used for the acquisition, development (athletic fields, building, campgrounds, outdoor swimming pools, parking, paths, trails, picnic shelters, play areas, pump tracks, restrooms, skate parks, tennis courts, basketball courts, interpretive kiosks/signs, etc.

See full manual here:

https://rco.wa.gov/wp-content/uploads/2019/05/WWRP-ORA-Manual10a.pdf

Youth Athletic Facilities

Grants may be used for acquisition, development, renovation (must change use/extend use/expand size), including addition of facilities, drainage and grading, field and court re-surfacing, court areas, lighting, in-bunds amenities (goals, nets, bases, fences), restrooms, roads, parking lots, paths, scoreboards, bleachers, landscaping, signs(, skate parks, pump tracks, irrigation,

Grant cycle opens: 02/11/2026 Application Due: 04/30/2025 Applications Ranked: ~10/31/2026

https://rco.wa.gov/grant/youth-athletic-facilities/

Orcas Island Park and Recreation District Equity, Diversity, and Inclusion Statement

Orcas Island Park and Recreation District is committed to fostering a culture of equity, diversity, and inclusion. We believe that everyone, regardless of race, religion, ethnicity, gender, sexual orientation, socioeconomic status, ability, age, or background, should have equal access to the benefits and opportunities provided by our park and recreation programs.

Our commitment to equity and inclusion is rooted in the understanding that diverse perspectives and experiences strengthen our community. We strive to create an environment where everyone feels welcome, valued, and respected. We recognize the historical disparities that have impacted underserved populations, including the LGBTQ+ community here on Orcas Island. We are dedicated to addressing systemic barriers to ensure equitable access to our activities, programs, and facilities.

Key Principles of Equity and Inclusion at Orcas Island Park and Recreation District:

- 1. <u>Accessible Opportunities</u>: We are committed to removing barriers and providing accessible opportunities for all community members to participate in our programs and utilize our facilities. This includes addressing physical, economic, and cultural barriers that may hinder participation.
- 2. <u>Diverse Representation</u>: We aim to reflect the diversity of our community in all aspects of our operations, from staff and leadership to programming and decision-making. We value diverse perspectives and actively seek to recognize underrepresented and underserved voices.
- 3. <u>Inclusive and Responsive Programming</u>: We strive to develop and implement programs that are culturally inclusive and responsive, acknowledging and respecting the unique needs and interests of different communities within our district.
- 4. <u>**Continuous Learning**</u>: We are dedicated to continuous learning and improvement in matters of equity and inclusion. This includes ongoing training for our commissioners and staff, engaging with community feedback, and staying informed about best practices in diversity, equity, and inclusion.
- 5. <u>Safe and Inclusive Spaces</u>: We are committed to creating safe and inclusive spaces where individuals of all backgrounds feel comfortable and welcome. Harassment, discrimination, and exclusionary behaviors will not be tolerated.

By embracing these principles, Orcas Island Park and Recreation District aims to support positive social change and foster a community where everyone can thrive and enjoy the numerous benefits of recreational activities. Our vision is to build a future where diversity is celebrated, equity is achieved, and inclusion is a shared value within our community.

Adopted by Orcas Island Park and Recreation District August 8th, 2024.