

Orcas Island Park and Recreation District Commission

Regular Meeting Agenda

Thursday, July 10th, 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. PUBLIC COMMENT

Mike Maman to share more on Field #1 Dugout request

III. MONTHLY BUSINESS

1. Employee Payroll

. 05/26/2025 \$24,927.23

. 06/26/2025 \$24,950.73

2. Payment of Claims

. 06/10/2025 \$9,728.18

. 06/24/2025 \$16,482.82

. 07/08/2025 \$13,154.64

3. Previous Minutes

. May 8th, 2025 Regular Meeting

. June 12th, 2025 Regular Meeting

IV. MONTHLY REPORTS

1. Director's Report

2. Financial Report

3. Program Report

4. Committee Reports

V. UNFINISHED BUSINESS

1. Boundary Line Modification – signed, awaiting signature from SJC LandBank
2. OPAL Drainage Easement
 - a. Update on walkthrough
 - b. Review Draft Easement
3. OISD
 - a. Water Use Agreement
 - b. Drainage Issue
4. EWUA Water Lease
 - a. EWUA working on draft lease, will forward when ready for review
5. Washington State Department of Retirement Systems
 - a. Discussion / Action on Purchasing Prior Service
 - b. Update Resolutions – postpone to next meeting
6. Board retreat – discuss potential dates

VI. NEW BUSINESS

VII. PUBLIC COMMENT

VIII. ADJOURNMENT

Next Meeting – August 14th 1:00 p.m. Regular Meeting



SAN JUAN COUNTY
Auditor's Office

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: 06/17/2025 5/26/2025 Payroll

District name: Orcas Island Park and Recreation

Requestor name: Kim Ihlenfeldt

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

Total amount: \$24,927.23

BARS code: 6501 .00.589.40.00.0000

Request type: Payroll EFT

Description of claim(s):

AP - 6501


Last four digits of bank account (EFT's ONLY): 4094

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.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Kim Ihlenfeldt
Signature and date 

Name and title DENNIS DAHL #1
Signature and date Dennis Dahl 6/12/25

Name and title Robert A. Egan
Signature and date RA Egan 6/12/25

Name and title Woody Ciskowski #4
Signature and date Woody Ciskowski 6/12/25

Name and title Arya Eberle
Signature and date Arya Eberle 6/12/25

Name and title
Signature and date

Orcas Island Park and Recreation District

Total payroll cost report

From May 27, 2025 to May 27, 2025 from all locations

Item	Amount
Total pay	
Paycheck wages	\$20,199.51
Non-paycheck wages	\$0.00
Reimbursements	\$0.00
Subtotal	\$20,199.51
Company contributions	
Dental	\$115.20
Medical	\$2,655.66
Vision	\$33.54
Subtotal	\$2,804.40
Employer taxes	
Social Security Employer	\$1,252.37
Medicare Employer	\$292.88
FUTA Employer	\$5.87
WA SUI Employer	\$171.51
WA Employment Administrative Fund	\$0.00
WA Paid Family and Medical Leave ER	\$52.92
WA Workers' Compensation Tax Employer	\$147.77
Subtotal	\$1,923.32
Total payroll cost	\$24,927.23



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Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Date of request:

District name:

Requestor name:

Requestor phone & email address:

Total amount:

BARS code: .00.589.40.00.0000

Request type:

Description of claim(s):


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

Warrant delivery:

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.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title
Signature and date 

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Orcas Island Park and Recreation District

Total payroll cost report

From Jun 27, 2025 to Jun 27, 2025 from all locations

Item	Amount
Total pay	
Paycheck wages	\$20,217.51
Non-paycheck wages	\$0.00
Reimbursements	\$0.00
Subtotal	\$20,217.51
Company contributions	
Dental	\$115.20
Medical	\$2,655.66
Vision	\$33.54
Subtotal	\$2,804.40
Employer taxes	
Social Security Employer	\$1,253.48
Medicare Employer	\$293.16
FUTA Employer	\$5.99
WA SUI Employer	\$173.87
WA Employment Administrative Fund	\$0.00
WA Paid Family and Medical Leave ER	\$52.97
WA Workers' Compensation Tax Employer	\$149.35
Subtotal	\$1,928.82
Total payroll cost	\$24,950.73



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.

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Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Date of request: 06/10/2025

District name: Orcas Island Park and Recreation

Requestor name: Kim Ihlenfeldt

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

Total amount: \$9,728.18

BARS code: 6501 .00.589.40.00.0000

Request type: Accounts Payable EFT

Description of claim(s):

AP - 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.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Kim Ihlenfeldt
Signature and date 06/10/2025

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Vendor	Amount	Category
Bianca Cox	\$462.50	Instructor
Chelsea Sherman	\$1,400.00	Instructor
Coldspring Pumps	\$1,314.28	General water system maint
Fortiphi Insurance	\$400.00	Medical Insurance Annual fee
Funhouse Commons	\$503.00	Office rental
Island Hardware	\$466.65	Facility supplies
Ivona Edry	\$560.00	Instructor
Orcas Christian School	\$443.75	Space rental
Orcas Island Storage	\$178.00	Storage rental
Stephanie Moss	\$175.00	Instructor
Summer Barbone	\$350.00	Instructor
Susan Newkumet	\$800.00	Instructor
Tiffany Loney	\$2,675.00	Instructor
Total	\$9,728.18	



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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: 06/24/2025

District name: Orcas Island Park and Recreation

Requestor name: Kim Ihlenfeldt

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

Total amount: \$16,482.82

BARS code: 6501 .00.589.40.00.0000

Request type: Accounts Payable EFT

Description of claim(s):

AP - 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.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Kim Ihlenfeldt
Signature and date 06/24/2025

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

OIPRD Accounts Payable 06/24/2025

Vendor	Amount	Category
Banner Bank	\$2,036.00	Various
Baturay Balic	\$6,110.17	Instructor
Brook Meinhardt	\$624.98	Instructor
Canyon Remick	\$630.00	Instructor
Ethan Bell	\$630.00	Instructor
EWUA	\$59.10	Water
Griffin Yardworks	\$3,579.37	Maintenance
Isaac Moss	\$690.00	Instructor
Jensen Rentals	\$268.87	Maintenance
Odd Fellows	\$1,400.00	Facility Rental
San Juan Sanitation	\$454.33	Trash
Total	\$16,482.82	



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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: 07/08/2025

District name: Orcas Island Park and Recreation

Requestor name: Kim Ihlenfeldt

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

Total amount: \$13,154.64

BARS code: 6501 .00.589.40.00.0000

Request type: Accounts Payable EFT

Description of claim(s):

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.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Kim Ihlenfeldt
Signature and date 07/08/2025

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

OIPRD Accounts Payable 07/08/2025		
Vendor	Amount	Category
Island Hardware	\$974.16	Maintenance supplies
Kim Ihlenfeldt	\$34.00	Postage
Brook Meinhardt	\$3,403.00	Instructor
San Juan County	\$6.90	Postage
Tabitha Marks	\$420.00	Instructor
WADOR	\$7,606.58	DOR Quarterly
Rosedanie Cadet	\$710.00	Instructor
Total	\$13,154.64	

Orcas Island Park and Recreation District Commission

Regular Meeting Minutes

Thursday, May 8th, 2025; 1:00 PM

Orcas Fire and Rescue Station 21

45 Lavender Lane

Eastsound, WA 98245

I. CALL TO ORDER Deb Jones calls the meeting to order at 1:03 pm

Seat 1: Dennis Dahl

Seat 2: Bob Eagan

Seat 3: Asya Eberle

Seat 4: Woody Ciskowski

Seat 5: Deborah Jones, Chair

Commissioner Deb Jones called the meeting to order at 1:02 p.m.
with 5 commissioners present.

II. COMMISSIONER APPOINTMENT

1. Welcome Commissioner Woody Ciskowski
2. Oath of Office

The board welcomed newly appointed Commissioner Woody Ciskowski and conducted the Oath of Office. Woody fills the unexpired term of outgoing commissioner Justin Paulsen. His appointed seat will expire December 31, 2025.

III. PUBLIC COMMENT

No public comment

IV. MONTHLY BUSINESS

1. Employee Payroll
 - . 04/30/2025 \$25,422.43 Kim shared the payroll amount listed on the agenda was carried over from last month and updated the requested amount for this month's payroll.

MOTION to approve the employee payroll by Dennis Dahl second by Woody Ciskowski. With no further discussion the motion passed unanimously.

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

MOTION to approve the payment of claims by Bob Eagan second by Dennis Dahl.

Discussion included:

Woody was interested to speak further with Kim to understand the specifics of some of the payments. A large payment was made to Island Excavators for the paving of the Buck Park parking lot. Bob suggests looking into Dust-Tack to put onto the gravel to keep it together.

There is someone doing donuts in the parking lot that is disrupting the gravel. Woody asked if there has been discussion to set up a security camera. Kim confirmed that it has been talked about before. If the person is caught, we would issue them a fine for repairs.

With no further discussion, the motion passed unanimously.

3. Previous Minutes

- April 4th, 2025 Regular Meeting
- May 3rd, 2025 Notice of Quorum

MOTION to approve the previous minutes by Dennis Dahl, second by Bob Eagan. With no further discussion, the motion passed unanimously.

V. **MONTHLY REPORTS**

1. Director's Report

Grindline has postponed skatepark repairs for 4-5 weeks. Kim and Bob discussed water usage.

Park Steward, Chris, stopped working this month. Jessie and Al have been taking over, Andy will help with it through the summer. This position involves trash removal and general oversight for maintenance of the park.

Broader maintenance is conducted by Griffin Yardworks, who does the mowing, irrigation, drainage, infield dirt work and more. The contract will be up next year, and due to retirement, they may not be interested in extending.

Bob started discussing the idea of sharing a groundskeeper with the Orcas School District with OISD Operations Director Tracy Todd. It is unclear if that is possible yet. Dennis asked about possibility of keeping Ron on-call for various projects as needed. Woody asked if the role of groundskeeping and park steward being combined in some way. Is it possible for Park & Rec to own and store the equipment? Dennis is interested in looking at the cost of having a structure to store our equipment.

Kim is meeting with Pickleball folks tomorrow to discuss signage at the courts. They are thinking of adding the logo of the Pickleball Club to the sign. Most board members are not in favor of this as it shows ownership over the court which is not in the spirit of the public space.

2. Financial Report – due to early monthly we are still awaiting reports from the county, to be sent out when available.

3. Committee Reports

a) Eastsound Water Users Association – Lease of Water Rights: We have received the long-awaited bill for lease of the water rights in the amount of \$16,000. This will be included in the next A/P cycle. EWUA will draft a new lease for board review.

VI. UNFINISHED BUSINESS

1. Boundary Line Modification

History: The Off-leash dog park area was moved from Port of Orcas property to Land Bank property located adjacent to Buck Park. Orcas Island Park and Rec has operated and maintained the area through an agreement with the LandBank, with the intent of completing a boundary line modification trading equal acreage property with the Land Bank, allowing them Preserve space. The modification also allows us the ability to transfer water into the Dog Park and continue to maintain it. San Juan Surveying has completed their study and flagging of the areas for modification and has prepared the Boundary Line Modification documents for signing and submitting to San Juan County.

Bob would like to be authorized to execute the modification.

Bob suggests adding posts around the property lines, as he feels they will memorialize the area better.

MOTION to Authorize Bob Eagan to fully execute the Boundary Line Modification between Orcas Island Park and Recreation District's Buck Park and the San Juan County Land Bank Crescent Preserve by Woody Ciskowski second by Asya Eberle. With no further discussion, the motion passed unanimously.

2. Washington State Department of Retirement Systems

The district has a desire to provide retirement benefits to employees. These resolutions allow the district to continue providing social security benefits, and engage with the Washington State Department of Retirement to offer PERS – Public Employees Retirement System benefits. Two resolutions today - Provide social security to eligible employees in the district, coverage, and authorize the district to engage in PERS.

MOTION to Adopt Resolution 20250508a by Bob Eagan second by Dennis Dahl, with no further discussion the motion passed unanimously.

MOTION to Adopt Resolution 20250508b by Dennis Dahl second by Woody Ciskowski, with no further discussion the motion passed unanimously.

3. OPAL Drainage Easement

Kim is seeking input from the board after they read through the draft easement documents and will then send to the legal team for review. Bob and Kim met with Peter Guillozet as the drainage continues through to Land Bank property. Bob shared the possibility of rain gardens at their site. OIPRD intends to make some drainage improvements this summer, including digging out the swell, installing drainage pipes and placing gravel over it so there is not open water flowing. A question regarding how much water Opal expects there to be – the purpose of the easement is to only receive overflow from what their stormwater system can handle. Bob wants to meet with Jeannie onsite to go over more. Kim to follow up with Jeannie next week.

4. Buck Park Maintenance contract update/Future Field Maintenance – discussion covered above in Director’s Report.

5. OISD Water Use Agreement – tabled

6. OISD Drainage – tabled

7. OISD Senior Project updates

a. Marley Moxley – Buck Park sports signage

Board members are unsure about the slogan as that is not an official island statement, and if it really promotes sports or Buck Park. Preference to make it a temporary sign that goes up just during the season. Could make a “Home of the Vikings” baseball/softball sign that seems to align more closely with her project goals.

b. Remy Lago – 3x3 Basketball Tournament

For his senior project, Orcas Island High School Senior Remy Lago will be hosting a 3x3 basketball tournament this Saturday, May 10th at the high school gym. Proceeds will be donated to the Orcas Island Booster Club.

VII. NEW BUSINESS

1. Commissioner Candidacy for November General Election

Commissioners Seat #2, #4, and #5 are on the November ballot. Bob and Deb have filed for their positions (#5 and #2, respectively) and Woody states he expects to file.

2. Surplus of OIPRD equipment - Staff presented a list of items that is no longer of use to OIRPD, including:

- 1 - Kawasaki Mule
- 2 - Glass top office desks
- 3 - Apple Mac Mini's (2010 – 2012)
- 1 - Apple MacBook laptop (est. 2010 – 2012)
- Tackle football gear – pads, helmets.

MOTION to surplus the items listed by Dennis Dahl second by Woody Ciskowski. Discussion included: Old laptops are slow and buggy. Will investigate donating, if not will recycle. With no further discussion the motion passed unanimously.

3. Upcoming Grant Opportunities

The Board was offered a list of upcoming grant opportunities. The majority of these have application deadlines in the Spring of 2026. This discussion will continue at a future date.

4. Annual Retreat Planning

The group discussed the 2016 survey, which Kim will circulate to board members. Each board member will send survey question ideas to Kim, who will compile and send a survey out to the community for feedback. These results can be reviewed at the June 21st board retreat. A second retreat to be scheduled August 16th for further discussion on goals for administration of programs, park maintenance, and future capital projects.

5. Equity, Diversity, and Inclusion Statement refresher

Kim shared the Equity, Diversity and Inclusion Statement the Board adopted in August 2024, inquired on the intent for distribution, and intends to implement within each program. Discussion included ideas on how it is implemented.

6. Board of Commissioner Meetings – time adjustment

The board continued discussion from the April meeting to adjust the meeting time from 4:00 p.m. to 1:00 p.m. moving forward. This allows staff to attend meetings.

VIII. PUBLIC COMMENT

No public present.

IX. ADJOURNMENT

The meeting adjourned at 3:55pm. Next Meeting - June 12th 1:00 p.m. Regular Meeting

Orcas Island Park and Recreation District Commission

Regular Meeting Minutes

Thursday, June 12th, 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

Asya Eberle called meeting to order at 1:02pm with the following commissioners present:

Seat 1: Dennis Dahl

Seat 2: Bob Eagan

Seat 3: Asya Eberle :

Seat 4: Woody Ciskowski

Seat 5: Empty (Deborah Jones was absent today)

II. PUBLIC COMMENT

None.

III. MONTHLY BUSINESS

1. Employee Payroll

. 05/30/2025 \$24,927.23

2. Payment of Claims

. 05/13/2025 \$39,808.40

. 05/27/2025 \$12,674.52

. 06/10/2025 \$9,728.18 – postponed to next meeting

Motion to approve employee payroll by Bob, second by Dennis. With no further discussion the motion passed unanimously

3. Previous Minutes- postponed to sign at the next meeting

. May 8th, 2025

IV. MONTHLY REPORTS

1. Director's Report

2. Financial Report

a) April and May Reports available for review

3. Committee Reports

V. UNFINISHED BUSINESS

1. Meeting time change
 - a. **Motion to approve** employee payroll by Bob, second by Woody. With no further discussion the motion passed unanimously
2. Boundary Line Modification – update
 - a. Island Ex to come and look for potholes and putting down Dust-Tack
 - b. Waiting to hear from Land Bank about who needs to sign to ensure they are authorized to sign. The survey company confirmed we are still within the timeframe. Kim is in communication with them.
 - c. Dennis is curious about why it is taking them time to figure out who can sign and who they will get that information from.
3. Washington State Department of Retirement Systems
 - a. Update Resolutions- pending
 - b. Discussion / Action on Purchasing Prior Service
 - i. 3 options, we pay all, employee pays all, or there's a percentage split between employer and employee.
 - ii. Kim's prior service would cost \$40,000 for all service. She recommends that the district does not plan to pay it for each employee, but instead let them choose to opt-in or opt-out to pay into the program with their money.
 - iii. It will take Kim time to calculate the amount for each employee and figure out contacting all of them.
 - iv. Bob and Woody bring up how it wasn't an option for employees before to have any kind of retirement and was not in the budget in the past.
 - v. Dennis is asking about what kind of contract currently exists for employees. Kim explains that we are all at-will employees. Each employee reviews and handbook with details about benefits
4. OPAL Easement
 - a. Jeannie from OPAL has a language addition for the easement, the document was sent to all board members.
 - b. Bob read the contract. He was confused about the fact that it's on our property and who will be responsible to pay for the additional burden of water coming through the park. There will be maintenance costs and leans will be covered by the grantee.
 - c. Board members to review and continue discussion
 - d. Park & Rec legal team has not reviewed it
 - e. Bob is interested in meeting with Jeannie again to answer some specific questions about water flooding the park. Jeannie has said she is willing to meet on site.
5. OISD Water Use Agreement
 - a. Bob and Kim are working on this
 - b. Bob is wondering how we invoice the school for their share of the \$16,000 bill. Kim confirms that it hasn't been clear in the past but now we have a new accounting system so invoices can be sent connected to when it was invoiced.

- c. Bob is interested in having a historical review done of a 2019 payment to Eastsound Water and if the school was billed
 - d. It is intended for the school to pay half of all the water bills and repairs to the pumping system
- 6. OISD Drainage
 - a. Tracy is going to pull together people involved in the project to discuss drainage and any potential issues.
- 7. EWUA- Water Use Agreement
- 8. Park & Rec Retreat
 - a. Canceled for this weekend and rescheduled for August 16th
 - i. May investigate dates to choose another
 - b. Board members can submit questions
 - c. Plan to send a survey to the public in mid/late July to get people's feedback
- 9. Summer Programming
 - a. Summer camps
 - b. Kid's activities
 - c. Fun in the Park
 - i. Woody is interested in pitching cages
 - d. Idea submitted to laminate a page with the schedule and have that published in the park
- 10. Senior Project
 - a. Marley- doing a last coat of paint on Vikings sign
 - b. Remi- basketball tournament went well

VI. NEW BUSINESS

None.

VII. PUBLIC COMMENT

- 1. Woody is curious about what would happen if there were an issue where someone is behaving poorly at a Park & Rec activity. Can they be banned from a program?
 - i. Incident Report Google Form was created this month
- 2. Keith: Pickleball Tournament coming up and they could use some volunteers to Barbequing food on August 2nd around noon.
- 3. Patti: question about a kiosk. Kim wants design in advance.

VIII. ADJOURNMENT

The meeting with adjourned at 2:00pm

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

FUND: 6501.00 ORCAS ISLAND PARK AND REC DISTRICT

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
101	BEGINNING CASH BALANCE			509,600.23	
310	TAXES	7,334.19			
330	INTERGOVERNMENTAL REVENUE	8.51			
340	CHARGES FOR GOODS AND SERVICES				
360	MISCELLANEOUS REVENUES				
380	NONREVENUES	19,238.91			
	TOTAL RECEIPTS		26,581.61		
570	CULTURE AND RECREATION				
580	NONEXPENDITURES	26,211.00			
590	DEBT SERVICE AND OTHER				
	TOTAL DISBURSEMENTS		26,211.00		
101	ENDING CASH BALANCE				509,970.84
				GL ENDING CASH BALANCE	509,970.84
				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			0.00	
	INVESTMENTS ACQUIRED	0.00			
	INVESTMENTS LIQUIDATED	0.00			
151	ENDING INVESTMENT BALANCE				0.00

When Recorded, Return to:

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

DRAINAGE EASEMENT AGREEMENT

Grantor:	<u>ORCAS ISLAND PARK AND RECREATION DISTRICT</u>
Grantee:	<u>OPAL COMMUNITY LAND TRUST</u>
Legal Description (abbreviated):	<u>PR NW-NW Sec 13, T 37N, R 2W</u>
Assessor's Tax Parcel ID #:	<u>271322002000, 271411023000, 271411024000, 271411025000</u>
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. Grantor shall be responsible for all costs associated with routine maintenance of the curtain drain and surrounding area identified on the attached **EXHIBIT C** (the "**Curtain Drain Area**"). If, due to drainage from the Drainage Facility, unusual flooding occurs or major drainage issues arise within the Curtain Drain Area (any such flooding or drainage issue a "**Major Drainage Event**"), then Grantor and Grantee shall work together to identify a mutually agreeable solution and share in the cost of its implementation. Other than Major Drainage Events and routine maintenance of the Drainage Facility, as described above, Grantee shall bear no responsibility for any costs relating to the maintenance, repair, replacement, or removal of any drainage facilities located on the Grantor Property. 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: _____
Name: _____
Title: _____

STATE OF WASHINGTON

COUNTY OF _____

} ss.

This record was acknowledged before me on _____, 2025 by _____
as _____ of ORCAS ISLAND PARK AND RECREATION DISTRICT, a
Washington park and recreation 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

COUNTY OF _____

} ss.

This record was acknowledged before me on _____, 2025 by _____
as _____ of OPAL COMMUNITY LAND TRUST, a Washington nonprofit
corporation.

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 _____

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

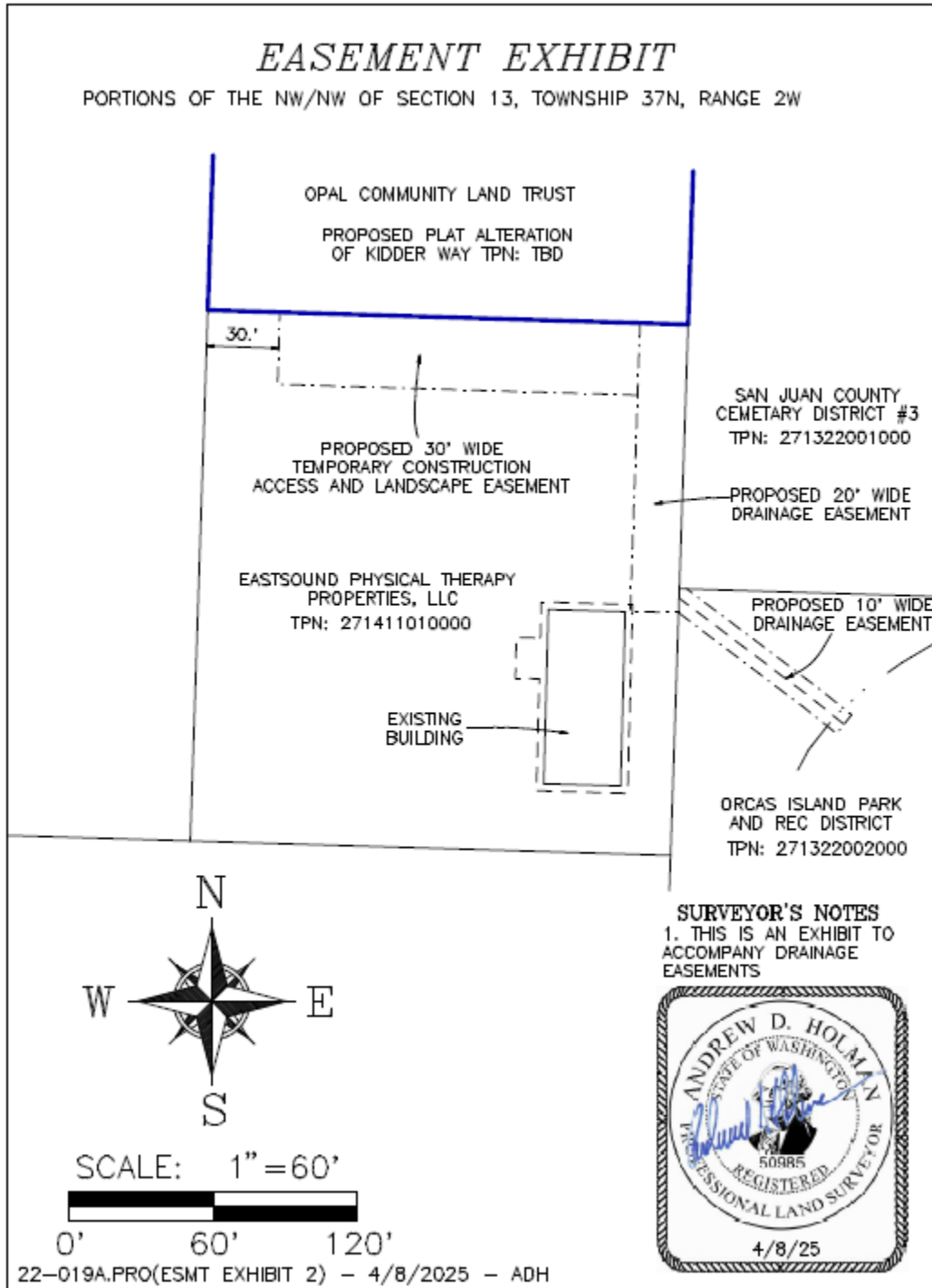


EXHIBIT B

Depiction of Curtain Drain Area

[to be inserted]