

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Status Report on Joint Use Agreement between Shoreline School District and the City of Shoreline
DEPARTMENT: Parks, Recreation and Cultural Services
PRESENTED BY: Wendy Barry, Director 

EXECUTIVE / COUNCIL SUMMARY

The purpose of this report is to update your Council on the status on the negotiations of the Joint Use Agreement between the City of Shoreline and the Shoreline School District, and to advise you of the Shoreline School District's position on this issue.

Council's Goal No. 6 seeks to strengthen intergovernmental relationships, including the creation of an interlocal agreement with the School District. Your City Council directed staff to move beyond documenting our current relationship and to instead take steps to establish a strong partnership with the School District. This partnership proposal recognizes that the same taxpayers within and beyond our boundaries support our agencies. It also recognizes that we have key objectives in common, and that we share stakeholders. As a result, it makes sense to coordinate our activities, align our goals and objectives, share financial and physical assets and manage the public's resources in a manner that provides for the best use of public facilities with the least possible expenditure of public funds.

The Joint Use Agreement consists of several parts including a global agreement as well as a series of addenda specifically relating to individual facilities. The legal document is structured so that the provisions of the global agreement apply unless specific exceptions are noted in an addendum. It sets the vision and establishes the intent of the relationship between the agencies to collaborate to maximize beneficial use of public facilities while ensuring that they are maintained as sustainable community assets. It contains overarching provisions that will apply to the relationship as well as the operations of the joint use facilities. Examples of sections in the global agreement include scheduling, staffing, fees, dispute resolution, force majeure, termination, hold harmless, facility development, and materials and equipment replacement.

A separate addendum has been developed for each of the existing joint use sites. The addenda contain information about specific operational issues for each joint use site.

In order to clarify issues, City staff prepared a memorandum in response to the position the School Board developed at their March 27 Committee of the Whole meeting. Please

see Attachment A: April 6 Memorandum regarding Joint Use Agreement/Partnership Proposal. As a result of the clarification of the issues, the School Board modified its earlier positions and reached consensus to:

- a. Include reference to broaden the agreement's focus to "District facilities" and "City facilities" specifically in Sections 1 and 2 of the global agreement with additional references throughout the other sections of the global agreement.
- b. Include reference to "City" throughout the global agreement reinforcing the concept of an agency to agency agreement.
- c. Include "joint and cooperative scheduling" with language to clarify the intent in Section 3 of the global agreement allowing the elimination of restrictive language about scheduling priorities and historical users.
- d. Eliminate fees in Section 5 of the global agreement recognizing that a balanced exchange of resources is achievable and an annual review and report mechanism can be developed to ensure that a balance is maintained over time.
- e. Include the Shoreline Center in the Joint Use Agreement with the recognition that addenda for this financial cost center as well as the City's Shoreline Pool could establish limits to protect each agency's financial interest.
- f. The School District proposed inclusion of language in Section 1, paragraph c, of the global agreement to note recognition of the District's policy on "shared-decision making". The School District policy on "shared-decision making" is being developed and its impacts are unknown at this time.

Please refer to Attachment B: Joint Use Agreement dated May 4, 2000.

The School Board has been provided with copies of the addenda to the global agreement. They are aware that City and District staffs have reached consensus on all sections of the addenda with the exception of the "joint use" sections that will need to be modified in two ways. This includes inserting language to clarify which agency will be responsible to keep records and schedules and communicate with the public regarding public use of each joint use facility. It also includes inserting language to set limits of free use of financial cost centers. This will protect each agency's financial interest. The primary focus will be on the Shoreline Center and the Shoreline Pool.

City staff has provided proposed language for the addenda to School District staff that clarifies which agency will be responsible to be the keeper of records and has provided language to set a limit on use at the Shoreline Pool. School District staff will need to provide language to establish limits of free use at the Shoreline Center. It is possible to complete the addenda in a short time frame.

Please refer to the latest draft of the addenda in Attachment C: Addenda to Joint Use Agreement dated April 20, 2000.

Next Steps

A joint meeting of your Council with the School Board has been tentatively scheduled later in June to ensure that there is congruence of vision captured in the global agreement and to confirm your mutual expectations and goals for this agreement.

Staffs will finish work on the addenda and bring the entire document back to the City Council and School Board for final approval.

RECOMMENDATION

Staff seeks your Council consensus on the global agreement in Attachment B: Joint Use Agreement dated May 4, 2000 and direction to work with the School District to complete the Addenda as soon as possible.

Approved By: City Manager LB City Attorney N/A

BACKGROUND / ANALYSIS

History

Prior to the incorporation of the City of Shoreline in 1995, King County Parks and the Shoreline School District developed several joint use sites. These include:

1. Einstein Middle School Playfield and Hillwood Park
 - track / infield and tennis courts and softball/soccer field
2. Kellogg Middle School and Hamlin Park
 - track / infield
3. Shorecrest High School and Hamlin Park
 - Shorecrest High School Field, and Hamlin Park Fields
4. Paramount School Site
 - ballfields
5. Meridian Park School and Meridian Tennis Courts
 - tennis courts owned by City located on School District property
 - gymnasium, room 705 designed by School District for community school use
6. Shoreline Center and Shoreline Park
 - soccer fields and tennis courts located on City and School District properties
7. Shoreline Pool
 - building owned by City located on School District property

The City of Shoreline accepted responsibility for Parks and Recreation in 1997. At that time, staff from the City Parks Department and School District began working on an agreement to consolidate and simplify prior joint-use agreements that had existed between the School District and King County. The City Council discussed this agreement in general and held a joint meeting with the School Board. There was apparent consensus among the School Board and the City Council that affirming past agreements with King County was insufficient and that staffs should develop a close partnership between both agencies.

The City Council and School Board met again in early 1999. A number of School Board members commented on their desire to develop community schools that were active after the end of the school day. Again, there was apparent consensus directing staffs to develop an agreement that took substantive steps toward forming a partnership and included a multi-year work plan for developing a tighter partnership over time.

Significant progress toward this objective was made in the first half of 1999 including the development of a work plan that was streamlined and structured to include a global agreement with addenda. The global agreement sets the vision and contains overarching provisions that will apply to the relationship between the City and the School District and all joint use facilities. The provisions of the global agreement apply unless specific exceptions are noted in the addenda. The addenda also contain information about specific operational issues for specific joint use sites.

Current Relationship

Since 1997, the City of Shoreline Parks Department has successfully utilized elementary, middle, and some high school sites for youth and adult recreation programs. The School District has not charged the Parks Department for youth and adult program use of school facilities, with the exception of charging for non-custodial hours. Other community youth groups are treated the same.

The Parks Department has also utilized facilities at the Shoreline Center and Shoreline Center Athletic Facility extensively. Prior to January 2000, the Parks Department was charged Class B fees (subsidized fees) for youth programs and Class C fees (recover actual costs) for adult programs at the Shoreline Center. Class D fees are market rates for agencies other than non-profit. Parks Department programs and community youth groups have not been charged fees for use of the Shoreline Center Athletic Facility gym. As of January 2000, City recreation programs for youth are not charged any fees, and recreation programs for adults continue to be charged Class C fees at the Shoreline Center. Other City departments have utilized meeting spaces at the Shoreline Center and pay Class C fees. In addition, the City maintains facilities constructed on School District properties including Paramount School Park, Shoreline Center soccer fields and tennis courts and Meridian Park tennis courts.

A summary of facility usage is provided to demonstrate what a "typical" year of use might look like. Please see Attachment A, Exhibit 1, Summary Data on Current City and School Relationship. Based on available information, each agency is spending approximately 2000 hours in the other agency's facilities on an annual basis.

It is noteworthy that the Parks Department has provided programs in each elementary school at one time or another even though they are not listed on Exhibit 1. This is due to the normal fluctuations of each agency's needs, resources and goals affecting the number of hours and the number of sites utilized in a given year. For example, in 2000, the Shoreline Athletic Facility Gym is not available for public use due to renovation. Also, in 2000, City staff is collaborating with school staff to expand the summer playground program to three school sites.

Potential Opportunities

Several partnership opportunities were identified and discussed in the April 6 memorandum regarding Joint Use Agreement / Partnership Proposal that was distributed to the School Board. These include:

- a. Shoreline Athletic Facility Improvements \$700,000
- b. Paramount School Park Improvements and Skate Park Improvements \$1.3 million
- c. Shoreline Swimming Pool Improvements \$1.2 million
- d. Shared Maintenance and Operating costs
- e. Shared Capital Planning
- f. Shared Program Development and Scheduling
- g. Building Permit Fee Waivers

Issues

There were several issues in the Joint Use Agreement that were still unresolved late in 1999 that were key components necessary to meet the objectives set forth by your Council. School District staff made recommendations to the School Board at the March 27 Committee of the Whole meeting. The School Board developed consensus and a response to the City's proposed Joint Use Agreement based on their staff's recommendations.

City staff prepared a memorandum in response to the position the School Board developed at their March 27 Committee of the Whole meeting. (Attachment A: April 6 Memorandum regarding Joint Use Agreement/Partnership Proposal.) City staff met with School District staff to review the issues outlined in the memorandum. School District staff indicated they would recommend modifications to the School Board and they forwarded the City of Shoreline memorandum to the School Board for their information and consideration at their April 10 Committee of the Whole meeting. As a result of the clarification of the issues, the School Board modified its earlier positions

The following information is shared to provide context for your Council on some of the issues that were significant in developing an agreement that would address your Council's goals for the joint use agreement.

1. Identification of the facilities to be included in the agreement ie "park and recreational facilities" versus "general use facilities"

The School District had expressed interest in restricting this agreement to recreational facilities only. This was an effort to protect educational spaces i.e. classrooms and libraries. This would have had the effect of maintaining the current relationship and precluding or limiting the future use of either agency's general use facilities. City staff clarified that the City would not expect to utilize classroom spaces in School District facilities unless invited to do so, and it was mutually agreeable to both agencies. This would also apply to School District use of City facilities. As the city and School District relationship evolves and the shared decision making model at the School District matures, we hope school facilities will be more accessible over time.

The School Board reached consensus to include reference to "District facilities" and "City facilities" specifically in Sections 1 and 2 of the global agreement with additional references throughout the other sections of the global agreement.

2. Identification of potential uses that would be included in this agreements ie. "Parks and Recreation" versus "City".

The School District had expressed interest in restricting this agreement to recreation programs only and would continue to treat other City uses as they would any other user group. The intent was to protect financial cost centers. City staff clarified that this would have had the effect of removing opportunities for agency to agency collaborations, and formalizing the "user group" status of the City rather than moving

toward a partner status. It would also have inhibited the ability of the agencies to attain financial parity.

The School Board reached consensus to include reference to "City" throughout the global agreement.

3. Priority and Historical Users

The City had proposed that each agency give the other agency second priority at a minimum, and first priority under certain conditions at selected sites. The School District expressed a keen desire to protect historical users, recognizing they are key constituents and instrumental to the success of the School District. In response to that concern, City staff proposed joint scheduling and programming be incorporated in the language of the agreement. This would allow our agencies to align our interests and ensure that any changes made in scheduling in the City and School District facilities are in the best interests of the community.

The School Board reached consensus to include "joint and cooperative scheduling" in Section 3 of the global agreement.

4. Elimination of User Fees

The City had proposed the elimination of user fees for facility rentals and identified the potential to waive building permit fees to attain financial parity between agencies if needed. This would allow our agencies to focus on combining resources for capital projects, maintenance and operating costs, and program development and scheduling.

The City and School District are scheduling approximately 2,000 hours in each other's facilities on an annual basis. Please see Summary Data on Current City/School Relationship included in Attachment A: Exhibit 1 of the April 6 memorandum. Use will fluctuate based on agency needs from year to year. For example, in 1999, total payment from the City to the School District was \$26,084. This was payment primarily for room rentals at the Shoreline Center. In 1999, the School District paid the City \$26,364 for project review and building permits, and has historically paid \$9,000 - \$10,000 for use of the Shoreline Pool. This information is not intended to be an actual audit of costs or a proposal of specific offsets. It is simply intended to indicate where a balance could be reached.

In discussions of City staff and District staff, there was consensus that with the inclusion of an annual review and report mechanism to ensure that a balance is maintained over time, this concept could benefit both organizations.

As City and School District staffs begin to collaborate on scheduling of facilities, they will also collaborate on planning new facilities and shared maintenance and renovation costs for existing facilities. Costs are expected to fluctuate from year to year. However, we will strive to plan ahead and project the amount of value exchanged. If it appears that building permit fee waivers are needed to balance the equation, the amount of waiver could be agreed and budgeted in advance. The

annual review and report mechanism would be used to ensure a balance is maintained over time.

The School Board reached consensus to eliminate fees in Section 5 of the global agreement with the recognition that addenda for financial cost centers could establish limits to protect each agency's financial interest.

5. Shoreline Center

The City proposed the addendum for the Shoreline Center be maintained in the joint use agreement. The School District's preliminary response to eliminate this from the agreement affected financial parity, future capital investment by the City in the Shoreline Center Athletic Facility. The City suggested a limit be identified and placed on the City's use of the Shoreline Center and documented in the joint use agreement addendum for this facility.

The School Board reached consensus to include the Shoreline Center in the Joint Use Agreement noting that their expectation was that the addendum for the Shoreline Center would identify a limit of free use, beyond which the City would pay user fees. There were discussions indicating that current levels of use would be expected to be within the limits of use. However, the School Board was concerned that the District's financial interest be protected in the event the City's use increased dramatically in the future.

6. Inclusion of the District's policy on shared-decision making.

The School Board reached consensus to include language in Section 1, paragraph c, of the global agreement noting that use of District facilities will be in accordance with state laws and that this will also include the District's policy on shared-decision making. This School District policy is being developed and its impacts are unknown at this time. However, this is a critical issue for the School District at this time, and the School Board felt strongly that it needed to include this language in the global agreement. This is important because the School District does not have centralized scheduling for all of its facilities. Elementary, middle and high school sites schedule their own facilities. This will have the largest impact on Recreation program scheduling.

City and School District staffs have discussed various ways to connect City Recreation staff with key staff from elementary and middle schools for joint programming and scheduling purposes. Getting the key people from the School District into one room is often the greatest challenge. There appear to be some mechanisms in place that could be utilized that would allow for greater coordination and understanding at the school site level of the partnership that is being forged between the City of Shoreline and the Shoreline School District.

Termination Clause

The Joint Use Agreement includes a section on termination. Either party may terminate the Agreement upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party from use of a co-funded facility or improvement, the party no longer having access will be reimbursed for reasonable depreciated value of any permanent improvements. The depreciated value will be determined by reducing historical cost by 5% per year after the completion of construction or other method mutually agreed to by the Parties.

Addenda

The School Board has been provided with copies of the addenda to the global agreement. They are aware that City and District staffs have reached consensus on all sections of the addenda with the exception of the "joint use" sections that will need to be modified in two ways. This includes inserting language to clarify which agency will be responsible to keep records and schedules and communicate with the public regarding public use of each joint use facility. It also includes inserting language to set limits of free use of financial cost centers. This will protect each agency's financial interest. The primary focus will be on the Shoreline Center and the Shoreline Pool.

City staff has provided proposed language for the addenda to School District staff that clarifies which agency will be responsible to be the keeper of records and has provided language to set a limit on use at the Shoreline Pool. School District staff will need to provide language to establish limits of free use at the Shoreline Center.

Copies of the most recent version of the working draft of the Addenda are provided to show how the addenda work. The revisions also demonstrate the significant change and evolution of the approach in the global agreement from a prescriptive formula for scheduling to joint and cooperative scheduling.

As our agencies develop new partnership opportunities, new addenda can be created or an existing addendum can be modified. For example, the School Board recently approved the inclusion of the skate park at Paramount School Park site. Specific conditions related to the approval of the skate park by the School Board will be presented to your Council shortly. Once conditions of approval of the skate park are agreed upon by both agencies, these conditions will be incorporated into the existing Paramount School Park Addendum.

Staff believes it is possible to complete the addenda in a short time frame.

Next Steps

A joint meeting of your Council with the School Board has been tentatively scheduled later in June to ensure that there is congruence of vision captured in the global agreement and to confirm your mutual expectations and goals for this agreement. Staff will then finish work on the addenda and bring the entire agreement with addenda back to the City Council and School Board for final approval.

Also, City and District staffs have discussed establishing inter-agency teams to focus on several current and potential opportunities for partnership with the School District including:

- ◆ Shared and cooperative facility scheduling
- ◆ Shared program development
- ◆ Shoreline Athletic Facility Improvements
- ◆ Paramount School Park and Skate Park Improvements
- ◆ Shoreline Swimming Pool Improvements
- ◆ Shared maintenance and operating costs
- ◆ Shared capital planning
- ◆ Potential waiver of building permit fees

IN CONCLUSION

The proposed global agreement in Attachment B reflects the School Board's consensus, and represents a significant step toward establishing a stronger relationship between the City and the School District. Critical issues that have been addressed establish a framework for future partnership efforts.

The School Board gave serious consideration and came to consensus on the core issues that have been identified and discussed in this report. By including the Shoreline Center in the agreement, including "joint and cooperative scheduling of facilities" rather than drafting restrictive language about priority and historical user groups, and eliminating user fees, the global agreement provides significant incentives for the City to share financial resources for capital projects and maintenance and operations.

The addenda are nearly finalized. Once completed, the Joint Use Agreement sets the stage for the City of Shoreline and the Shoreline School District to take substantial steps to maximize public use of the public facilities in our community.

RECOMMENDATION

Staff seeks your Council consensus on the global agreement in Attachment B: Joint Use Agreement dated May 4, 2000 and direction to staff to work with the School District to complete the Addenda as soon as possible.

ATTACHMENTS

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| Attachment A: | April 6 City Memorandum to School District regarding Joint Use Agreement / Partnership Proposal |
| Attachment B: | Joint Use Agreement dated May 4, 2000 |
| Attachment C: | Addenda to Joint Use Agreement dated April 20, 2000 |

ATTACHMENT A

To: Gil Noble, Shoreline School District Deputy Superintendent
✓ From: Wendy Barry, City of Shoreline Parks Director
Re: Joint Use Agreement / Partnership Proposal
Date: April 6, 2000

INTRODUCTION

The City is coming to the conclusion that there is a central disagreement between our desired outcome of current negotiations with the School District and the outcome supported by District staff. While City staff has been working to develop the framework for a growing partnership between the City and the School District, it appears to us that District staff is focused on working only with the City Parks Department as it would any other user group. We feel that there is a very significant difference in the expected relationship between partners and user groups. For this reason, we are requesting a clarification of the District's intent, i.e. are we forming a partnership or are we simply developing a use agreement memorializing past practices leaving both parties on par with other user groups? This memorandum explores the basis for the City's beliefs and attempts to clarify both the City's broad objective for these negotiations and how that objective is applied to some specific issues.

PURPOSE:

This memorandum is provided to (a) summarize the City of Shoreline's vision regarding the joint use agreement and partnership, (b) provide you with some historical context, (c) outline our current relationship (d) identify potential opportunities for sharing financial resources, and (e) address remaining issues. It is my hope that this will provide a foundation of information for our dialog regarding the proposed partnership.

VISION:

The City Council has directed staff to move beyond documenting our current relationship, and to instead, take steps to establish a strong partnership with the School District. This partnership proposal recognizes that the same taxpayers within and beyond our boundaries support our agencies. It also recognizes that we have key objectives in common, and that we share stakeholders. As a result, the City believes it makes sense to coordinate our activities, align our goals and objectives, share financial and physical assets and manage the public's resources in a manner that provides for the best use of public facilities with the least possible expenditure of public funds. A partnership is exemplified by each partner being concerned about the other's needs as much as their own, and a high level of trust. In a true partnership, we will work to align our interests, figure out how we are going to work together to accomplish our missions, serve our mutual stakeholders, and maximize the benefits to the community. This is the City Council's goal and its direction to City staff.

It has been our belief that the School Board shared this vision. The City Council does not expect this vision to be accomplished in one step, but it has directed staff to work with the School District to chart the course toward this objective and to take a substantive step along the path.

BACKGROUND/HISTORY

Prior to the incorporation of the City of Shoreline in 1995, King County Parks and the Shoreline School District developed several joint use sites. These include:

1. Einstein Middle School Playfield and Hillwood Park
 - track / infield and tennis courts and softball/soccer field
2. Kellogg Middle School and Hamlin Park
 - track / infield
3. Shorecrest High School and Hamlin Park
 - Shorecrest High School Field, and Hamlin Park Fields
4. Paramount School Site
 - ballfields
5. Meridian Park School and Meridian Tennis Courts
 - tennis courts owned by City located on School District property
 - gymnasium, room 705 designed by School District for community school use
6. Shoreline Center and Shoreline Park
 - soccer fields and tennis courts located on City and School District properties
7. Shoreline Pool
 - building owned by City located on School District property

The City of Shoreline accepted responsibility for Parks and Recreation in 1997. At that time, staff from the City Parks Department and School District began working on an agreement to consolidate and simplify prior joint-use agreements that had existed between the School District and King County. The City Council discussed this agreement in general in 1997 and held a joint meeting with the School Board. There was apparent consensus among the School Board and the City Council that affirming past agreements with King County was insufficient and that staffs should develop a close partnership between both agencies. Staffs worked though 1998 with little progress.

The City Council and School Board met again in early 1999. A number of School Board members commented on their desire to develop community schools that were active after the end of the school day. Again, there was apparent consensus directing staffs to develop an agreement that took substantive steps toward forming a partnership and included a multi-year work plan for developing a tighter partnership over time. Significant progress toward this objective was made in the first half of 1999 including the development of a work plan. See Attachment A: Joint Use Agreement and Work Plan.

Discussion since that time, however, appears no longer to be focussed on developing the vision that City staff believes to be the goal of both the City Council and the School Board.

CURRENT RELATIONSHIP

Since 1997, the City of Shoreline Parks Department has successfully utilized elementary, middle, and some high school sites for youth and adult recreation programs. The School District has not charged the Parks Department for school facility use, with the exception of charging for non-custodial hours. Other community youth groups are treated the same.

The Parks Department has also utilized facilities at the Shoreline Center and Shoreline Center Athletic Facility extensively. Prior to January 2000, the Parks Department was charged Class B fees for youth programs and Class C fees for adult programs at the Shoreline Center. Parks Department programs and community youth groups have not been charged fees for use of the Shoreline Center Athletic Facility gym. As of January 2000, City recreation programs for youth are not charged any fees, and recreation programs for adults continue to be charged Class C fees at the Shoreline Center. Other City departments have utilized meeting spaces at the Shoreline Center and pay Class C fees. In addition, the City maintains facilities constructed on School District properties including Paramount School Park, Shoreline Center soccer fields and tennis courts and Meridian Park tennis courts.

A summary of facility usage is provided in Attachment B to demonstrate what a "typical" year of use might look like. Based on available information, each agency is spending approximately 2000 hours in the other agency's facilities on an annual basis.

It is noteworthy that the Parks Department has provided programs in each elementary school at one time or another even though they are not listed on Attachment B. This is due to the normal fluctuations of each agency's needs, resources and goals affecting the number of hours and the number of sites utilized in a given year. For example, in 2000, the Shoreline Athletic Facility Gym is not available for public use due to renovation. Also, in 2000, City staff is collaborating with school staff to expand the summer playground program to three school sites.

POTENTIAL OPPORTUNITIES

A. Shoreline Athletic Facility Improvements

The City has offered to invest \$700,000 for design and construction of 2-3 multi-purpose class rooms for public use in the abandoned locker rooms at the Shoreline Center Athletic Facility. There may be enough funds available for the City to contribute financially toward the highest priority Stadium project bid alternate items. The locker room and toilet room improvements are desirable to both the City and the School District because of the impact to the public, our mutual stakeholders, that will be using this facility.

B. Paramount School Park Improvements

The City is planning to invest \$1.1 million for design and construction of restroom, two ballfields, walking path, playground, parking lot, and frontage improvements on School District property. Also, pending approval of the design and facility by the School District, the City is positioned to invest an additional \$253,000 for design and construction of a skate park at this

site. The ball fields, restroom building and playground improvements will be located on the site to ensure usability in the event that the site should need to be used for a future school.

C. Shoreline Swimming Pool Improvements

The City has budgeted \$1.2 million for design and construction to renovate the Shoreline swimming pool mechanical systems and expand the women's locker room facilities and to extend the life of the pool for 20 years.

D. Shared Maintenance and Operating costs

The City proposes the elimination of rental fees and charges and the establishment of shared maintenance and operation. This would have the positive impact of reducing billings between agencies. This would also allow for ongoing maintenance and operating costs to be budgeted and shared on an annual basis.

E. Shared Capital Planning

The City proposes all "general use facilities" of each agency be included in the agreement. This broad term would allow and encourage the City and School District to work together in planning, developing and constructing a variety of facilities for joint use.

F. Shared Program Development and Scheduling

As partners, shared program development and scheduling will ensure that each agency's mission and interests are supported and that public use of public facilities in the community is maximized. It allows for changes in use patterns to accomplish this. There is high incentive for staff to collaborate because they share similar stakeholders.

G. Building Permit Fee Waivers

This is a potential fee waiver that the City could opt to include in this agreement in an effort to establish financial parity between the agencies.

OUTSTANDING ISSUES

Based on the discussion regarding the recommendations of School District staff to the School Board Committee of the Whole at their meeting on March 27, there are some key outstanding issues that deserve further discussion.

1. Definitions of "School Programs" and "General Use Facilities"

The City defines "school programs" to include any school district sponsored program. The City defines "general use facilities" to include all gyms, ballfields, multi-purpose meeting rooms and buildings, including recreation centers, swimming pool, and the Shoreline Center and Athletic Facility. The agreement notes that use will be requested in advance and be arranged to avoid conflicts between City and School District use.

The City would not expect to utilize classroom spaces in School District facilities unless invited to do so and it is mutually agreeable to both agencies. For example, upon invitation from school principals and staff, King County Parks provided visual and theater arts programs in classrooms

at various elementary schools. Also, Shorewood High School has scheduled the Richmond Highlands Recreation Center for a cooking class series. There is also the possibility that a school program could be housed at a recreation center rather than a traditional school site. At some time in the future, our agencies may agree that it is worthwhile for our schedulers to share office space because they work so closely together. The proposed "general use facilities" language in the agreement would allow these kinds of uses.

2. Agency Partnership or User Group Relationship

The City has proposed the agreement be between the City and the School District as an agency to agency partnership. The School District's preliminary position to focus on Parks and Recreation programs and exclude other City uses has several negative impacts. It removes opportunities for agency to agency collaborations. It formalizes the "user group" status of the City rather than moving toward a partner status. It inhibits the ability of the City and School District to attain financial parity.

3. Priority and Historical Users

The City has proposed that each agency will give the other second priority. In addition, the City has proposed language that gives first priority to School District program uses during school hours. In order to balance the current agreement, the City has requested that it be given second priority in School District facilities after school programs have been scheduled. The City is also requesting priority consideration during "no-school" sessions. It is the City's hope that this discussion of "priority" will become moot as a true partnership is developed and we move toward joint scheduling.

The School District's preliminary response to protect historical users is understandable. The City wishes to move from "recent historical user" status to partner status. The blanket approach of protecting the historical users is contrary to the formation of a partnership. It gives preference to user groups that are not supported by tax dollars and are unlikely to contribute financially toward School District facility development or maintenance and operations, and does so without considering the needs of City residents whose taxes support both of our organizations.

Alternatively, the City proposes joint scheduling and programming be incorporated into the language of the agreement. This would allow our agencies to align our interests and ensure that any changes made in scheduling in City and School District facilities are in the best interests of the community. For example, a historical user group that serves youth from the entire Puget Sound area could result in excluding a local City program that would serve a greater number of local youth. The City has a vested interest in ensuring that any changes in scheduling are by mutual agreement because the City has many of the same stakeholders.

4. Shoreline Center

The City proposes this addendum be maintained in the joint use agreement. The School District's preliminary response to eliminate this from the agreement affects financial parity, future capital investment by the City in the Shoreline Center Athletic Facility, and creates a question of how these facilities will be administered. The City suggests a limit be identified and

placed on the City's use of the Shoreline Center and documented in the joint use agreement addendum for this facility.

5. Mutual Offsetting Benefits Clause

This was not specifically addressed at the March 27 Committee of the Whole meeting. However, it is critical to consider in conjunction with the other outstanding issues. Both of our agencies will benefit greatly from combining resources for capital projects, maintenance and operating costs, and program development and scheduling.

In 1999, total payment from the City to the School District was \$26,084. This was payment primarily for room rentals at the Shoreline Center. In 1999, the School District paid the City \$26,364 for project review, and has historically paid \$9,000 to \$10,000 for use of the Shoreline Pool. This is not intended to be an actual audit of costs or a proposal of specific offsets. It is simply intended to indicate that a balance can be reached. After discussing this with District staff, there was apparent consensus that with the inclusion of an annual review and report mechanism to ensure that a balance is maintained over time, this concept could benefit both organizations.

IN CONCLUSION

Please give consideration to these core issues. The preliminary response from the School District, if adopted by the School Board, may be an obstacle to establishing a stronger relationship. Excluding the Shoreline Center from the agreement, giving higher priority to historical users and continuing user fees provides negative incentives for the City to share financial resources for capital projects or maintenance and operations.

The idea of a City and School District working together is very common. There are numerous examples available. We can make some very positive impacts in this community by working together. I look forward to discussing these issues further with you.

EXHIBIT 1

SUMMARY DATA ON CURRENT CITY / SCHOOL RELATIONSHIP

Shoreline School District 1998 Use of City of Shoreline Facilities

Shoreline A, B, U fields *	230 hours	free	first priority
Hamlin 1,2,3,5 fields	352 hours	free	first priority
Richmond Highlands 1,2	350 hours	free	first priority
Hillwood 1 fields	110 hours	free	first priority
Hillwood tennis courts	? hours	free	first priority
Shoreview tennis courts	470 hours	free	first priority
Meridian Park tennis courts*		recess	
Shoreline Pool*	400 hours	\$23/hour	first priority 3 hr block

Activities include boys and girls soccer games, track events, cross country events, girls softball, girls and boys tennis, tennis lessons and boys and girls swim teams. The City gives first priority to the School District during school hours. City programs are scheduled around the School District schedule.

*Facilities located on School District property and scheduled and maintained by the City.

City of Shoreline 1999 Use of Shoreline School District Facilities

Meridian Park Gym	282 hours	free/custodial charge
Meridian Park Cafeteria	5 hours	free/custodial charge
Meridian Park Room 705	84 hours	free/custodial charge
Meridian Park Track	18 hours	free
Meridian Park Playground/Restrooms	35 hours	free

Typical activities include: basketball, yoga, dog problem seminar, peer survival skills, special Olympics track, friends are fun, youth tennis camps, roller hockey camps, and summer playground. City applies for time with other user groups.

Shoreline Center Class Rooms	180 hours	youth free / adult \$12.50/hr -
Shoreline Center Dance Room	200 hours	free
Shoreline Center Gym	550 hours	free

Activities include various cooking and special interest workshops, youth dance, indoor playground, basketball, volleyball, super sitters class, writing groups, and senior volleyball.

Shoreline Center Mt. Rainier Room	208 hours	Class C fees
Shoreline Center Highlander Room	150 hours	Class C fees
Shoreline Center Board Room	25 hours	Class C fees
Shoreline Center Meeting Rooms	50 hours	Class C fees

These are **estimated hours**. Activities include public meetings for City Council, Planning Commission, monthly All City Staff Meetings, Parks Advisory Committee, Council of

Neighborhoods, and other City sponsored public houses and forums.

Shorewood High School Small Gym	210 hours	free
Ridgecrest	60 hours	free/custodial charge
Kellogg Gym	63 hours	free
Shorecrest High School Cafeteria	9 hours	free
Shorecrest High School Gym	22 hours	free
Shorecrest High School Room A-9	9 hours	free

Typical activities include gymnastics, summer playground, and gym jam teen program, teen dance, open gym for teens, and improv for teens.

City Use of School District Fueling Depot

The City pays the School District to utilize the School District's fueling depot. Fueling of City vehicles is scheduled around bus fueling. Both agencies benefit from this arrangement. Both agencies benefit from volume discount price available. The City's participation helps to guarantee volume of business and cover administrative expenses.

Easements

- a. School District provided the easement for a portion of the City's \$361,000 Swimming Pool parking expansion that will benefit joint use facilities including the pool, soccer fields, tennis courts, and Shoreline Center.
- b. City provided easement for a portion of the School District's renovated warehouse located adjacent to Hamlin Park.
- c. Meridian Park property deeded to City for sidewalk.

Joint Capital Planning

- a. School District staff is participating on City design team for master plans and for design of Shoreline Swimming Pool, Paramount School site and Richmond Highlands Recreation Center.
- b. City staff is participating on School District design team for the Stadium and Athletic Facility Modernization project.

Joint Use

- a. School District offer of a free classroom in the Shoreline Center exclusively for Parks and Recreation programs for youth for 2000. Class C fees to be charged for adult use.

JOINT USE AGREEMENT

**AGREEMENT BETWEEN SHORELINE SCHOOL DISTRICT (#412)
AND
THE CITY OF SHORELINE**

D-R-A-F-T 5/04/00

THIS AGREEMENT, made and entered into this _____ day of _____,

The parties to this Agreement are: Shoreline School District #412 (DISTRICT) and the City of Shoreline, Washington (CITY). The signatories to this Agreement represent that they have authority to bind their respective principals. This Agreement is entered pursuant to R.C.W. Chapter 39.34. (Interlocal Cooperation Act) and R.C.W. Chapter 28A.335 (School District Property).

WHEREAS, the governing bodies of the District and City are mutually interested in an adequate program of community recreation; and

WHEREAS, said governing bodies are authorized to enter into agreements with each other, and to do any and all things necessary or convenient to aid and cooperate in the cultivation of the community's health and vitality by providing for adequate programs of public recreation; and

WHEREAS, said governing bodies are also mutually interested in assuring public facilities are accessible and available for Shoreline School District students and the greater Shoreline community; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between District and City is necessary; and

WHEREAS, a joint use concept can best provide for the usage, maintenance and operation of existing public facilities for utilization by both parties; and

WHEREAS, a joint use agreement would also allow and encourage the District and City to work together in planning and developing public facilities for joint use, and

WHEREAS, the Parties agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District and the City do agree as follows:

1. School Facilities

- a) It is recognized that school properties are intended primarily for school purposes and for the benefit of individuals of school age. It is therefore agreed that, in planning

programs and scheduling activities on school grounds, the needs and opportunities of such individuals will be provided for.

b) The District shall make school facilities available to the City which are suitable for community programs. Use of said facilities shall be requested (in writing) by the City Manager or his/her designated representative, subject to the approval of the Superintendent of Schools or his/her designated representative.

c) Use of the selected District facilities will require the completion of a Facilities Use Form and shall be in accordance with the policies and procedures of the District for the use of school facilities, as provided for by the laws of the State of Washington and/or as otherwise provided for in this Agreement. This shall include the District's policy on shared-decision making.

d) The District shall allow distribution of the City's Recreation Guides four times per year to at least one child per family within each elementary school. All other requests for distribution of materials should be made through the Shoreline School District's Communications and Community Relations Office.

e) School District facilities or portions thereof, under lease to third parties are excluded from this agreement.

2. City Facilities

a) It is recognized that City properties intended for utilization by and benefit to residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on City property, the needs and opportunities of all age groups will be provided for.

b) The City shall make City facilities suitable for school programs available to the District. Use of said facilities shall be requested (in writing) by the Superintendent of Schools or his/her designated representative, subject to the approval of the City Manager or his/her designated representative.

c) Use of the selected facilities shall be in accordance with the policies and procedures of the City in granting permits for the use of its facilities, as provided for by the laws of the State of Washington and/or as otherwise provided for in this Agreement.

d) The City shall make space available in its seasonal Recreation Guides and other related publications, for District enrichment, extra-curricular, and/or special event information (e.g., high school theater productions, summer sports camps, band concerts, etc.). Additionally, the City shall allow the District to display brochures, posters, or informational materials (pending space availability) at City facility locations.

3. Scheduling

The District and the City will engage in joint and cooperative scheduling of facilities. For this scheduling, each entity will keep foremost in its thoughts and actions the needs of our youth. So that the investment of our taxpayers is fully realized, every attempt will be made to maximize the use of our public facilities.

The District and the City shall designate staff responsible for scheduling facilities. These staff members shall meet regularly as necessary to coordinate the scheduling of these

facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g. field recovery time) that can be applied to the facilities of both agencies.

4. Staffing

- a) The City shall provide adequate personnel to supervise City activities held in/on school facilities, and the District shall provide adequate personnel to supervise school activities held in/on City facilities.
- b) The personnel employed by each agency shall act under the supervision, rules, and regulations of that agency.

5. Fees

The facilities of the District and the City shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff are usually scheduled). However, when a requested use falls outside of the regular hours of operation, a fee may be assessed to cover the cost of staffing the facility during those hours.

6. Dispute Resolution

In the event a dispute arises as a result of implementation of this Agreement, resolution shall be addressed by the parties identified below in the following sequential order (as needed):

- a) Site-Based Supervisors;
- b) Designated Administrative Staff of School Superintendent and City Manager
- c) School Superintendent and City Manager
- d) City & School District Attorneys

7. Replacement of Materials/Equipment

The City shall furnish and supply all expendable materials and equipment necessary for carrying on City-sponsored activity in/on school facilities unless otherwise agreed. **Note:** In those situations where the City is the primary user of District equipment (such as volleyball nets, etc.), the City agrees to assist the District in the periodic replacement of such equipment. In those situations where the District is the primary user of City equipment (such as bases, swim pool equipment, etc.), the District agrees to assist the City in the periodic replacement of such equipment. In both cases, the City and the District shall agree on a replacement schedule.

8. Improvements, Maintenance, Operation and Refurbishment

- a) Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve school grounds, athletic fields, and playground

areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate, addenda to this Agreement.

b) Subject to the written approval of the City Manager, or his/her designated representative, the District may improve park facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate Addenda to this Agreement.

c) It is further agreed that the plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the respective agency head, or his/her designated representative, prior to any installation thereof, which approval shall not be unreasonably withheld.

d) The cost of maintaining, operating and refurbishing specific improved areas shall be borne proportionately by the City and the District as determined by the scheduled use of said area; and, further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility as will be addressed in separate Addenda to this Agreement.

9. Agreement Development

Representatives of the District and the City shall meet as necessary, but not less than quarterly, to address the issues that may arise and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any addenda thereto shall be reviewed at least annually by these representatives.

10. Facilities Development

The Parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Superintendent of Schools or the City Manager shall designate a representative of their respective agencies to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate permitting of construction projects.

11. Supremacy/Addendum

Should the terms and conditions of any addendum to this agreement conflict in part or in total with the terms hereof, then the terms and conditions of the addendum shall control in relation to the specific properties and/or activities identified in the scope of such addendum. In addition, if the terms and conditions of this Agreement or an Addendum to this Agreement conflict in part or in total with state laws or other governing statutes, then the state law or other governing statute shall control.

12. Force Meajure

Neither party shall be held responsible or be considered in breach of this agreement based upon events beyond their control or reasonably foreseeable including, but not limited to, natural disasters, mechanical or structural failures, unusual athletic success. Each party shall endeavor to notify the other as early as possible should such an event occur or if its likelihood of occurrence increases. The parties shall work to minimize the impact of such rare events on the rights and obligations articulated in this agreement.

13. Termination

Either party may terminate this Agreement upon giving to the other party twelve (12) months advance written notice of intention to terminate. In the event that termination deprives the non-terminating party from use of a co-funded facility or improvement, the party no longer having access shall be reimbursed for reasonable depreciated value of any permanent improvements (e.g. sprinkler systems or buildings). Depreciated value shall be determined by reducing historical cost by 5% per year after the completion of construction or other method mutually agreed to by the Parties.

14. Hold Harmless

a) The City shall hold the District and its officers, agents, and employees harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the City, its agents or employees pursuant to this Agreement.

b) The District shall hold the City and its officers, agents and employees harmless from all costs, claims or liabilities of any nature including attorneys' fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omission of the District, its agents or employees pursuant to this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

ADDENDUM TO JOINT USE AGREEMENT

EINSTEIN MIDDLE SCHOOL PLAYFIELD
AND
HILLWOOD PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Addendum as Parties. This Addendum to that Agreement relates to Einstein Middle School Playfield and Hillwood Park.

1. Context:

The Parties own neighboring parcels in Shoreline, Washington, depicted further in Exhibit A hereto. Portions of each parcel contain a running track and infield. The City has also made facilities adjacent to track/infield available to the District for use by its students. These latter facilities include tennis courts and a multi-use softball/soccer field. District-funded improvements located on City property includes discus throwing area, irrigation and drainage, access ramp to and storage building located adjacent to restrooms.

2. Intent:

This Addendum is intended to formalize this historical cooperative use (District to propose history to add for clarification).

3. Joint Use:

Track/Infield District shall schedule usage. ~~Track/infield shall be reserved for use by the District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 25 to June 15. At all other times, District shall accord first priority to City use.~~
Tennis Court and Softball/Soccer Field--City shall schedule usage. ~~City shall accord first priority to District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 25 to June 15. At all other times, City will have first priority usage. The City also reserves the right to designate the (current) multi-use softball/soccer field as a single sport usage field in the future, notifying the District in writing no less than six (6) months before the date of this change.~~

4. Maintenance:

Track/Infield-- The District will maintain, repair, and prepare track/infield provided, however, that the City will maintain the restroom facilities located adjacent to the track/infield.
Discus Throwing Area--District will maintain and prepare discus throwing area; however, the Party using the area will be responsible for setting up protective fencing.
Tennis Court--The City will maintain and repair tennis courts.
Softball/Soccer Field--From March through August, the City will prepare field for all scheduled softball usage. City will also maintain field for all City-scheduled soccer use throughout the year. During September and October, the District will prepare field and perform any

additional needed field maintenance for District-scheduled softball usage, and be responsible for padding any soccer goals that are installed during this period of time. From November through February, no softball field usage will be scheduled.

5. Supervision:

It is provided further that each Party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that Party. It is also provided that Einstein School administrative and security staff will have authority to supervise student behavior in Hillwood Park during the school year, from approximately August 25 to June 15 from 8:00 AM to 5:00 PM during weekdays.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Date: ____ / ____ / ____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____ / ____ / ____

ADDENDUM TO JOINT USE AGREEMENT

KELLOGG MIDDLE SCHOOL AND HAMLIN PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Agreement as Parties. This Addendum to that Agreement relates to **Kellogg Middle School and Hamlin Park**.

1. Context:

The Parties own neighboring parcels in Shoreline, Washington, depicted further in Exhibit A hereto. Portions of each parcel contain a running track and infield.

2. Intent:

This Addendum is intended to formalize this historical cooperative use.

3. Joint Use:

District shall schedule track/infield usage times. ~~Track/infield shall be reserved for use of District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 25 to June 15. At all other times, District shall accord first priority to City use.~~

4. Maintenance:

The District will maintain, repair, and prepare track/infield.

5. Supervision:

During scheduled usage, each Party shall prepare/set-up, supervise, and clean up facility prior to, during, and following scheduled usage. It is further provided that Kellogg School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year, from approximately August 25 to June 15 from 8:00 AM to 5:00 PM during weekdays.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE BY _____

Robert E. Deis, City Manager

Date: ____ / ____ / ____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____ / ____ / ____

ADDENDUM TO JOINT USE AGREEMENT

SHORECREST HIGH SCHOOL AND HAMLIN PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Agreement as Parties. This Addendum to that Agreement relates to **Shorecrest High School and Hamlin Park**.

1. Context:

The Parties own neighboring parcels in Shoreline, Washington, depicted further in Exhibit A hereto.

2. Intent:

This Addendum is intended to formalize this historical cooperative use.

3. Project History:

Portions of City-owned parcels have been historically used by the District for baseball, softball, cross country, and running athletic events. In 1996, the District and (then owner of park) King County mutually determined they would jointly design, construct, and maintain a new athletic field on the District parcel.

District Development Responsibility-- The District constructed a new softball field which meets requirements for use by both the District and the City. This field includes bleachers, dugouts, and a batting cage. In addition, the field has provisions for a portable fence at 200 feet for District fastpitch softball use, as well as 275 feet for City and community utilization. Field lighting has also been provided.

County/City Development Responsibilities-- (Then owner of park) King County made certain improvements to District parcel and related facilities to mutually-agreed upon design standards, which included:

- (a) \$100,000 -- Lighting for softball field, installed on wood poles, designed and constructed by the District.
- (b) \$15,230 -- Engineering and construction supervision for the softball field illumination.
- (c) \$9,000 -- Design revisions to the Hamlin Park restroom building and handicapped accessible pathway, revisions to specifications and site visits during construction.
- (d) \$3,330 -- Hamlin Park restroom electrical and pathway illumination work.

County also funded costs of relocation and construction of new restroom facility on Hamlin Park parcel adjacent to new District field, for the purpose of making the restroom facility location closer to new District field users.

4. Joint Use:

Shorecrest High School Field -- District shall schedule usage, which shall be reserved for use by the District from September 1 through the end of the fastpitch softball season (including playoffs) approximately May 20. The field will remain in use by the Shorecrest Physical Education department during normal school hours through the last day of the school year. From the end of the fastpitch softball season through August 31st, the District shall accord the City first priority usage. The City will consider the needs of community youth fastpitch softball programs in establishing its usage of the field.

Hamlin Park Fields -- The City shall schedule usage. The City shall accord first priority to District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 15 to June 15. At all other times, the City will have first priority usage.

5. User Fees:

Neither Party shall charge the other Party for the use, routine maintenance, scheduling and/or operation of any Parcels located within the boundary of the land covered under this Agreement. The District may, however, charge the City (or other outside users) hourly light utility fees on the Shorecrest Field consistent with the City's current Fee Ordinance for public use. The City may also charge the District the same hourly light utility fees if the District chooses to schedule Hamlin Park fields after dusk.

6. Maintenance:

Shorecrest High School Field -- The District will provide maintenance (mowing and irrigation) and repair year-round. During City usage the fence line will be located by the District at the 275-foot line within two weeks of the end of the fastpitch softball season (including playoffs). The District will provide field prep during District use and the City will provide field prep during City use. All field preparation work will be done after the regular school day or at agreed upon time not in conflict with school activities. During City use, District will provide emergency phone number (or access to light box/irrigation system) for situations when lights or irrigation fail to function.

Hamlin Park: Fields and Trails: From March 1st through August 31st, the City will prepare fields for all scheduled baseball/softball usage. From September 30th through October 31st, the District will prepare fields for District-scheduled usage.

7. Supervision:

It is provided further that each Party shall prepare/set-up, supervise, and clean-up facilities prior to, during, and following scheduled usage of such facilities by that Party. It is also provided that Shorecrest High School administrative and security staff will have authority to supervise student behavior in Hamlin Park during the school year, from approximately August 25 to June 15 from 8:00 AM to 5:00 PM during weekdays.

8. Parking:

The District agrees that the parking facilities constructed on the School Parcel shall be made available for use, at no cost, to the City-scheduled users of the Shorecrest Field and adjacent

Hamlin Park fields during non-school hours. The City agrees that the parking facilities on the Park Parcel (off 25th Street) shall be made available for use, at no cost, to the District users and students during school hours. Per number seven (7) above, supervising and cleanup of each parking lot is the responsibility of the Party using the facility.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Date: ____/____/____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____/____/____

ADDENDUM TO JOINT USE AGREEMENT

PARAMOUNT SCHOOL SITE

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Agreement as Parties. This Addendum to that Agreement relates to **Paramount School Site**.

1. Context:

District owns a parcel of property in Shoreline, Washington, which formerly was the site of Paramount Park Elementary School (property). Parcel legal description is depicted further in Exhibit A hereto.

2. Intent:

This Addendum is intended to formalize this historical cooperative use.

3. Project History:

Both Parties wished to make available to their respective constituents athletic facilities on this Property. In 1993, it was determined by both the District and (then owner of park) King County to develop one grass soccer field, two new baseball backstops, and to renovate the existing backstop on this Property. To this end, the District performed demolition of the Paramount Park School, at an expense to the District of \$146,784.04. King County reimbursed the District for \$100,000 for partial costs of the demolition. King County paid \$209,887 for construction of these new facilities.

4. Removal Of Property:

The District does not currently need Property for school building. However, pursuant to RCW 28A.355.040, the District may declare this property again needed for a school and thus remove this property from this Joint Use Agreement. In such case, the District shall give the City six (6) months advance notice prior to said removal. The removal of this property from this Agreement shall be a partial termination of the Agreement entitling the City to reimbursement of the depreciated value of future improvements by the City.

5. Option To Buy:

If the District elects to sell any or all of the Property during the period of this Agreement, it shall first notify the City. For 90 days thereafter, the City shall have the option to buy the portion of property at issue. The terms of any purchase by City pursuant to such election shall be as follows:

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of Property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple absolute title.

6. Joint Use:

The City shall schedule usage. ~~City shall accord first priority to District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 25 to June 15. At all other times, the City will have first priority usage.~~

7. Maintenance:

From March through August, the City will prepare field for all scheduled baseball and softball usage. During all other months, the District will prepare field for District-scheduled softball usage, and be responsible for padding any soccer goals that are installed during this period of time. The City will prepare the field for all City-scheduled soccer use throughout the year.

8. Supervision:

It is provided further that each Party shall prepare/set-up, supervise, and clean up facilities prior to, during, and following scheduled usage of such facilities by that Party. It is also provided that District administrative and security staff will have authority to supervise student behavior in Paramount Park during the school year, from approximately August 25 to June 15 from 8:00 AM to 5:00 PM during weekdays.

9. Facility Development:

The City shall plan, develop, and maintain this facility in the same manner and to the same degree as other park lands operated by the City. The City shall provide the District advanced written notice of and shall involve the District in the planning process for this facility as provided herein. If the School District objects to any public planning process in writing within 30 days of notification and the stated objections are not timely resolved, the City will cancel the public planning process. Authorization by the District for improvements recommended by the planning process shall not be unreasonably denied provided the proposed improvements do not impose a dramatic future economic hardship to the District and are not in direct conflict with School Board policy.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Date: ____/____/____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____/____/____

ADDENDUM TO JOINT USE AGREEMENT

MERIDIAN PARK SCHOOL AND MERIDIAN TENNIS COURTS

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Agreement as Parties. This Addendum to that Agreement relates to Meridian Park School and Meridian Tennis Courts.

1. Context:

The School District owns parcels in Shoreline, Washington depicted further in Exhibit B hereto. The City owns the tennis courts located on these parcels of land.

2. Intent:

This Agreement is intended to formalize this historical cooperative use.

3. Joint Use:

Tennis Courts--The City shall schedule usage. ~~The City will not schedule usage while during the school day shall accord first priority to District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 25 to June 15. At all other times, City will have priority usage.~~

Gymnasium--The District shall schedule usage. ~~The District shall accord first priority to the City after 6:30 PM Monday through Friday during the regular school year. The District shall accord first priority to the City during the District's summer school break.~~

Classrooms--The District shall schedule usage. ~~The District shall accord first priority to the City on two classrooms (to be determined by the parties) after 6:30 PM Monday through Friday during the regular school year. The District shall accord first priority to the City on two classrooms (to be determined by the parties) during the District's summer school break.~~

4. Maintenance:

City will provide maintenance and upkeep of the tennis courts.

5. Supervision:

It is provided further that each Party shall prepare/set-up, supervise, and clean up tennis courts prior to, during, and following scheduled usage of such facilities by that Party. It is also provided that Meridian Park School administrative and security staff will have authority to supervise student behavior on the tennis courts during the school year, from approximately August 25 to June 15 from 8:00 AM to 5:00 PM during weekdays.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Date: ____ / ____ / ____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____ / ____ / ____

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE CENTER AND SHORELINE PARK

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Agreement as Parties. This Addendum to that Agreement relates to the Shoreline Center and Shoreline Park.

1. Context:

The District owns a parcel of property in the City of Shoreline that formerly was the site of the Shoreline High School. City also owns certain real property adjacent to the Shoreline High School site. Parcel legal descriptions are depicted further in Exhibit A hereto.

2. Intent:

This Addendum is intended to formalize this historical cooperative use.

3. Project History:

In 1988, King County constructed soccer fields on a portion District property and on its own adjacent property. Other improvements were also made on the County-owned property.

Project Financing: The District received \$2,000 from the County to offset part of the District's administrative, design review, and legal costs attendant to negotiations of a final agreement and for further consideration of mutual benefit. The County contributed to the Project in an amount of \$1,125,289.

4. Ownership of Facility:

The real and personal property comprising those portions of the Facility located on District property are owned by the District, subject to use by the District and the City as provided herein. The real and personal property comprising those portions of the Facility located on City property are owned by the City, subject to use by the District and the City as provided herein.

5. Option To Buy:

If the District ~~or the City~~ elects to sell any or all of ~~their~~its Property referenced by this addenda during the period of this Agreement, ~~they~~it shall first notify the ~~other party~~City. For 90 days thereafter, the ~~other party~~City shall have the option to buy the portion of property so at issue. The terms of any purchase by ~~the other party~~City pursuant to such election shall be as follows:

(a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of Property being sold, less the remaining depreciated value of ~~any the City's~~ improvements constructed by the purchasing party that are situated on the property being sold;

(b) Cash at closing;

- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple absolute title..

6. Joint Use:

Soccer Fields and Tennis Courts--City shall schedule usage. ~~City shall accord first priority to District from 8:00 AM to 5:00 PM weekdays during its regular school year, approximately August 25 to June 15. At all other times, City will have first priority usage.~~

Shoreline Center Facilities--The District shall schedule usage. City use of Shoreline Center shall be requested in advance and shall be provided on a space available basis except for the following which ~~will be assured~~shall have first priority:

- (a) Regularly scheduled public meetings of standing committees (e.g. the Shoreline City Council, the Shoreline Planning Commission) scheduled annually by October 31 for the following calendar year;
- (b) One standard size class room between June 1 and August 31 for use by the City recreation program as scheduled 1 year~~90 days~~ in advance;
- (c) The gymnasium and aerobic/fitness room between June 1 and August 31 for use by the City recreation program as scheduled 90 days in advance.

~~The District will schedule maintenance closures to avoid the City's first priority uses to the extent possible.~~

7. Maintenance:

Soccer Fields and Tennis Courts--The City shall maintain and prepare soccer fields and tennis courts for all scheduled use.

8. Supervision:

It is provided further that each Party shall prepare/set-up, supervise, and clean up respective facility prior to, during, and following scheduled usage of such facilities by that Party. It is also provided that District administrative and security staff will have authority to supervise student behavior on soccer fields and tennis courts during the school year, from approximately August 25 to June 15 from 8:00 AM to 5:00 PM during weekdays.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Date: ____/____/____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____/____/____

ADDENDUM TO JOINT USE AGREEMENT

SHORELINE POOL

The Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated _____, collectively referred to in this Agreement as Parties. This Addendum to that Agreement relates to Shoreline Pool.

1. Context:

The District owns a parcel of property in Shoreline, Washington, which formerly was the site of the Shoreline High School. City also owns certain real property adjacent to the Shoreline High School site. Parcel legal descriptions are depicted further in Exhibit A hereto. District wishes to use Swimming Pool, showers, locker rooms, and related facilities, hereafter referred to as "Shoreline Pool", located on District parcel.

2. Intent:

This Addendum is intended to formalize this historical cooperative use.

3. Project History:

The Shoreline Pool was built subject to Forward Thrust Bond covenants as contained in the Resolution No. 34571, as passed by the Board of County Commissioners on December 18, 1967. The Pool ownership transferred to the City of Shoreline on June 1, 1997 under an Agreement with King County. District usage of facility is within purposes for which Pool was funded and constructed.

4. Ownership of Facility:

The real property comprising those parcels where the Shoreline Pool is located on District property is owned by the District, subject to use by the District and the City as provided herein. The facility located on District property (Shoreline Pool) is owned by the City.

5. Option To Buy:

If the District elects to sell any or all of its Property during the period of this Agreement, it shall first notify the City. For 90 days thereafter, the City shall have the option to buy the portion of property so at issue. The terms of any purchase by City pursuant to such election shall be as follows:

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of Property being sold, less the value of the City's improvements on the parcel being sold set by an appraisal performed by a qualified appraiser selected by the City and accepted by the District;
- (b) Cash at closing;
- (c) Closing within ninety (90) days of City's exercise of the option;
- (d) Insurable fee simple absolute title..

6. Joint Use:

City shall schedule usage at the Shoreline Pool. ~~City shall have first priority usage.~~ The City shall ~~assure that accord first priority to the District is in scheduled~~ 3 hours of time between pool opening and 6 p.m. for swim team practices during the high school swim season (currently late August through mid-February). This 3 hours shall be scheduled at least 90 days in advance.

7. Facility or Program Equipment:

The District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities in Shoreline Pool unless otherwise agreed. Note: In those situations where the District is the primary user of City equipment (such as kickboards, leg buoys, lap lines, diving blocks, etc.), District agrees to assist the City in the periodic replacement of such equipment. In these cases, the City and the District shall agree on a replacement schedule.

8. User Fees:

The City will charge the District an hourly rental fee consistent with the City's current Fee Ordinance for public school usage rates based on direct costs for pool operation. Direct costs will be defined as utilities (gas, oil, electricity, water, sewer, and trash); pool chemicals (chlorine, soda ash, sodium bicarbonate, etc.); janitorial service; cleaning supplies; and HVAC, filter, chemical and lighting systems maintenance. The City reserves the right to annually revise and evaluate these rates. If change in hourly costs occur, the City will notify the District in writing no less than six (6) months before the date of this rental fee change.

9. Maintenance:

The City shall repair, maintain, and generally prepare the facility for all scheduled use.

10. Preparation For Use:

The District shall prepare/set-up the facility for its specific activities prior to and during its scheduled use. The District shall clean up and return the facility to its prior condition following its scheduled usage.

11. Supervision:

It is also provided that District staff will have authority to supervise student behavior at Shoreline Pool during District usage times. Unless otherwise specifically provided for, the City shall not be responsible for providing lifeguards or other safety personnel and shall not be responsible for supervising student behavior during District usage of the facility. School programs shall be conducted in conformance with the safety regulations adopted by the Washington State Board of Health WAC 246-260-100 (3)(a); (4)(a), (d); (5)(a), (c), (g); and (6)(a), (c), a copy of which is attached as Exhibit "C", and by this reference is incorporated herein. School District personnel acting as swim or diving coaches may substitute United States Swimming or Diving National Safety Certification.

12. Parking:

The District agrees that the parking facilities constructed on the School Parcel shall be made available for use, at no cost, to the users of the Shoreline Pool. When parking overflow occurs in the Pool parking lot, the District agrees to allow Pool users access to adjacent Shoreline Center parking (pending space availability). The City agrees that the parking lot adjacent to the pool may be used for District parking during non-Pool hours, (pending space availability). Supervision and clean-up of each parking lot is the responsibility of the Party using the lot during their scheduled usage time(s).

13. Facility Development:

The City, as the agency responsible for the maintenance of the pool facility, may close the facility for repairs or renovation. The City will provide the District as much notice as possible of such planned closures and will make a good faith effort to minimize the impacts of such closures on District use of the facility. Where the District has been involved in the planning for capital improvements to the pool facility as provided herein, only extraordinary circumstances will justify the failure of the District to provide any requisite authorization for City to complete said improvements that are consistent with the facility's purpose and District's use of the facility. The District further reaffirms its commitment to extend the City's lease of the District land on which a portion of the pool facility rests for a period equal to the reasonably expected life of the pool facility as improved over time.

14. Indemnification:

The District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the District's use of the Shoreline Pool or from the conduct of District's business, or from any activity, work or thing done, permitted, or suffered by the District in or about the Shoreline Pool, except only such injury or damage as shall have been occasioned by sole negligence of the City.

15. Insurance:

The District shall purchase and maintain during the use of the Shoreline Pool Commercial General Liability insurance in an amount of not less than \$1,000,000 per occurrence limit and not less than \$1,000,000 general aggregate policy limit. The City shall be named as an additional insured on the District's Commercial General Liability insurance policy. The District's Commercial General Liability insurance shall include coverage for participant liability. A certificate of insurance evidencing the required insurance of the District shall be furnished to the City before use of the Shoreline Pool by the District. The insurance certificate shall give the City a thirty-day notice of cancellation.

In WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on their behalf:

CITY OF SHORELINE

BY _____

Robert E. Deis, City Manager

Date: ____ / ____ / ____

ATTEST _____

City Clerk

SHORELINE SCHOOL DISTRICT (#412)

BY _____

Superintendent, Shoreline School District

ATTEST _____

Secretary, Shoreline Board of Directors

Date: ____ / ____ / ____

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Update on the Shoreview Park Improvement Project Preliminary Design
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Wendy Barry, Director <i>WB</i> Chuck Purnell, City Engineer <i>CP</i>

EXECUTIVE / COUNCIL SUMMARY

Your Council was presented with a first-draft schematic design of improvements for Shoreview Park at the March 20, 2000 workshop prior to public comment and review by our Parks, Recreation, and Cultural Services (PRCS) Advisory Committee. The purpose of this report is to update your Council on the changes to that first draft and the new recommended design for Shoreview Park Improvement project. The public open house and the PRCS Advisory Committee review have been completed. Staff is returning to your City Council to ensure that the project's final design will meet Council's expectations.

The Shoreview Park Improvement project includes the design and construction of a new Little League baseball field, parking lot, restroom facility and children's play areas. Path work will also be completed to connect the existing features in the park. Frontage improvements will be required to meet applicable permit requirements.

The PRCS Advisory Committee reviewed your Council suggestions and the public comments from the Open House that was held on April 18. They also considered reports from PRCS Advisory Committee members who attended the open house. After review of staff presentation, the PRCS Advisory Committee developed consensus on the design package that is being recommended to your Council. See Attachment A: Shoreview Park Site Plan for preliminary design.

The parking improvements, restroom, play areas, and the Little League field are recommended as shown. The frontage improvement option that reflects the consensus of your Council, the public and the PRCS Advisory Committee is Alternative Number 1 that includes the grass lined swale and the walkway adjacent to Innis Arden Way.

Changes and design criteria that are suggested and recommended by the PRCS Advisory Committee include:

- ◆ Provide a drop off area within the park between the entrance of the park and the parking lot to discourage drop off along Innis Arden Way.
- ◆ Provide adequate turning radius for a bus on site.
- ◆ Provide a designated location area in the plaza area near the Little League field for sanicans during peak season above the field.
- ◆ Eliminate maintenance access at mid point of the outfield of the Little League field.
- ◆ Provide adequate electrical and water access at the plaza area.

The recommended changes may add cost to the project. At this early stage, staff believes there is adequate budget to address the recommended changes. As designs are developed, the cost estimates will be refined. The budget for this project is \$2,022,500 including \$819,856 transferred from King County and a \$75,000 grant from the Seattle Mariners. This project was transferred to the City from King County when the Parks were transferred in 1997.

After review by your Council, staff will work with the consultant to develop the final construction documents.

RECOMMENDATION

No formal Council action is required. We are seeking Council consensus on the direction of the project.

Approved By: City Manager LB City Attorney N/A

BACKGROUND / ANALYSIS

The Shoreview Park Improvement project includes the design and construction of a new Little League baseball field, parking lot, restroom facility and children's play areas. Path work will also be completed to connect the existing features in the park. Frontage improvements will be required to meet applicable permit requirements.

Open House

The public review process included an open house that was held on April 18. Displays of key project features were used to inform the public of the designs being proposed. Information was shared with the public and feedback was solicited about the following improvements:

- Restroom location and architectural style
- Location and number of play areas and types of play area features
- Frontage improvement options along Innis Arden Way. (permit requirement)
- Little League ball field
- Expanded parking lot layout

Twenty four members of the public signed in at the meeting. Twenty individuals filled out questionnaires at the meeting. A few comment sheets were mailed in following the meeting. The following is a summary of the public comments. Response to citizen comments are provided in the PRCS Advisory Committee Recommendations that follow on the next page.

- ◆ Overall Site Plan: Approximately half of the respondents gave short responses like "good", "wonderful", "excellent", "great plan, do it". One respondent noted it was a needless expenditure. A couple of respondents were disappointed that cost estimates were not included in the presentation and one respondent noted it was "good, preserve lower plateau". There were comments about preserving trees and minimizing paved surfaces.
- ◆ Frontage Improvements: Several respondents indicated they preferred Alternative #1 with the grass lined swale. Four people indicated they did not believe a sidewalk was necessary along Innis Arden Way because it might encourage drop off of children.
- ◆ Parking Improvements: Some respondents were concerned about runoff, impact, and removal of too many trees and habitat. Others indicated there was not enough parking now and it was needed. One respondent said too many trees were being removed. Another said they liked how it saved trees in the middle. One respondent suggested moving the fence at the entry road closer to the road's edge to force cars to official parking areas.
- ◆ Restroom Facilities: There were several suggestions to locate the restroom closer to the Little League Field, and there was a concern about vandalism and the need to make the restroom vandal proof. Also, a couple of respondents suggested self

flushing toilets and automatic on/off faucets. There was also concern about potential graffiti on the back wall of the restroom building facing the parking lot.

- ◆ Little League Field: Some respondents indicated the field was not needed or could be placed elsewhere in the City. Other respondents said it was needed and they like the plans. Some liked the grandstands built into the bank. A few respondents indicated they were glad the ball field was not being built below the soccer field. There were a variety of individual suggestions to consider things like covered dugouts and netting along third base.
- ◆ Play Areas: Some respondents liked all three play areas. A couple of respondents questioned the need to have them and questioned whether the City would maintain them. There were suggestions about netting for safety screening from errant balls.
- ◆ Other Comments: Five respondents focussed their comments on the need to resurface the tennis courts, pave the path around the tennis courts and install spectator seating east of the tennis courts. They were concerned about the need to have a tennis equipment box relocated and were pleased to see a new stairway being proposed at the mid point of the tennis courts. Other suggestions and comments varied. A few individuals noted this was an inappropriate location for the ball field and suggested Aldercrest site. There were suggestions to include water and electric hookups for concessions and "no litter" signs along Innis Arden Way. Others suggested the lower plateau should be designated as "habitat" area and preserved. Another individual indicated there was too much use and they didn't want to add more.

Parks, Recreation and Advisory Committee Recommendations

The PRCS Advisory Committee reviewed your Council suggestions, the public comments and reports from PRCS Advisory Committee members who attended the open house. After review of the staff presentation, the PRCS Advisory Committee developed consensus on the design package that is being recommended to your Council. After review by your Council, staff will work with the consultant to develop the final construction documents. The PRCS Advisory Committee recommendations are listed below:

Overall Site Plan The recommended site plan minimizes disruption of the site by placing major features in a manner that minimizes grading and removal of trees.

Paths and stairways are included in this project to improve circulation and accessibility. A stairway from the parking lot to the mid-point of the tennis courts is included in this project. This will eliminate tracking of gravel and dirt onto the courts and will have positive impacts on the tennis courts user's experience as well as ongoing maintenance requirements. The path between the existing fields will be modified to make it ADA accessible, and a stairway will provide a more direct route to the all weather soccer field from the parking lot and restroom facility.

Tennis court resurfacing will not be included in this project as this was not included in the original scope of work. Other funds are set aside for this type of maintenance.

Park maintenance staff is securing estimates for this work and will be developing a recommended timeline to accomplish this work.

- ◆ Frontage Improvements: Alternative 1 with street, grass lined swale and walkway is recommended by the PRCS Advisory Committee. We are required to provide frontage improvements. The preferred design is expected to discourage drop off activity along Innis Arden Way.
- ◆ Parking Improvements: The parking lot as shown with design for adequate space for a bus to turn around and the addition of a drop off area is recommended. The parking lot layout design minimizes the amount of tree removal and the amount of impervious surface on the site. Staff believes the topography of the site will allow the inclusion of a drop off zone between the entrance of the park at Innis Arden Way and the first parking area. This would allow easy access and departure, and keep drop off traffic out of the parking lot. It will also discourage drop off activity on Innis Arden Way.
- ◆ Restroom Facility: The restroom facility as shown is recommended. The PRCS Advisory Committee discussed the location of the restroom and comments made by the public at the open house. This location minimizes the amount of disruption on the site i.e. grading and retaining walls. It is also located in close proximity to the majority of facilities on the site that are used on a year round basis. The increase in number of visitors to the park is expected to inhibit vandalism to a large extent. City maintenance standards for fixtures and building materials will be used. These will be vandal resistant and will allow for efficient repairs as well. In response to concerns about the need for the restroom to be closer to the Little League field, the PRCS Advisory Committee recommends that a designated area for sanicans be constructed near the plaza area above the Little League field. This will allow the flexibility to provide this service if it is needed during peak season.
- ◆ Little League Field: The Little League Field as shown with the addition of a designated area for sanicans during peak season, and adequate fencing height on the play area side to protect from foul balls is recommended. The PRCS Advisory Committee also recommended that adequate electrical and water access be provided to allow for portable concession stands and other portable equipment. Maintenance staff recommends the deletion of the second maintenance access at mid outfield because it is not needed if adequate turning radius and a locking gate are provided on the left outfield fence line.
- ◆ Play Areas The play areas as shown are recommended. The PRCS Advisory Committee endorsed the concept of three play areas with a tot lot at the Little League field and a tot lot structure and a children's play structure between the existing softball and soccer fields. They noted that if there are budget constraints, they recommend reducing the size and scope of the play area between the existing ball fields on the lower level.

The recommended changes may add cost to the project. At this early stage, staff believes there is adequate budget to address the recommended changes. As designs are developed, the cost estimates will be refined. The budget for this project is \$2,022,500 including \$819,856 transferred from King County and a \$75,000 grant from the Seattle Mariners. This project was transferred to the City from King County when the Parks were transferred in 1997.

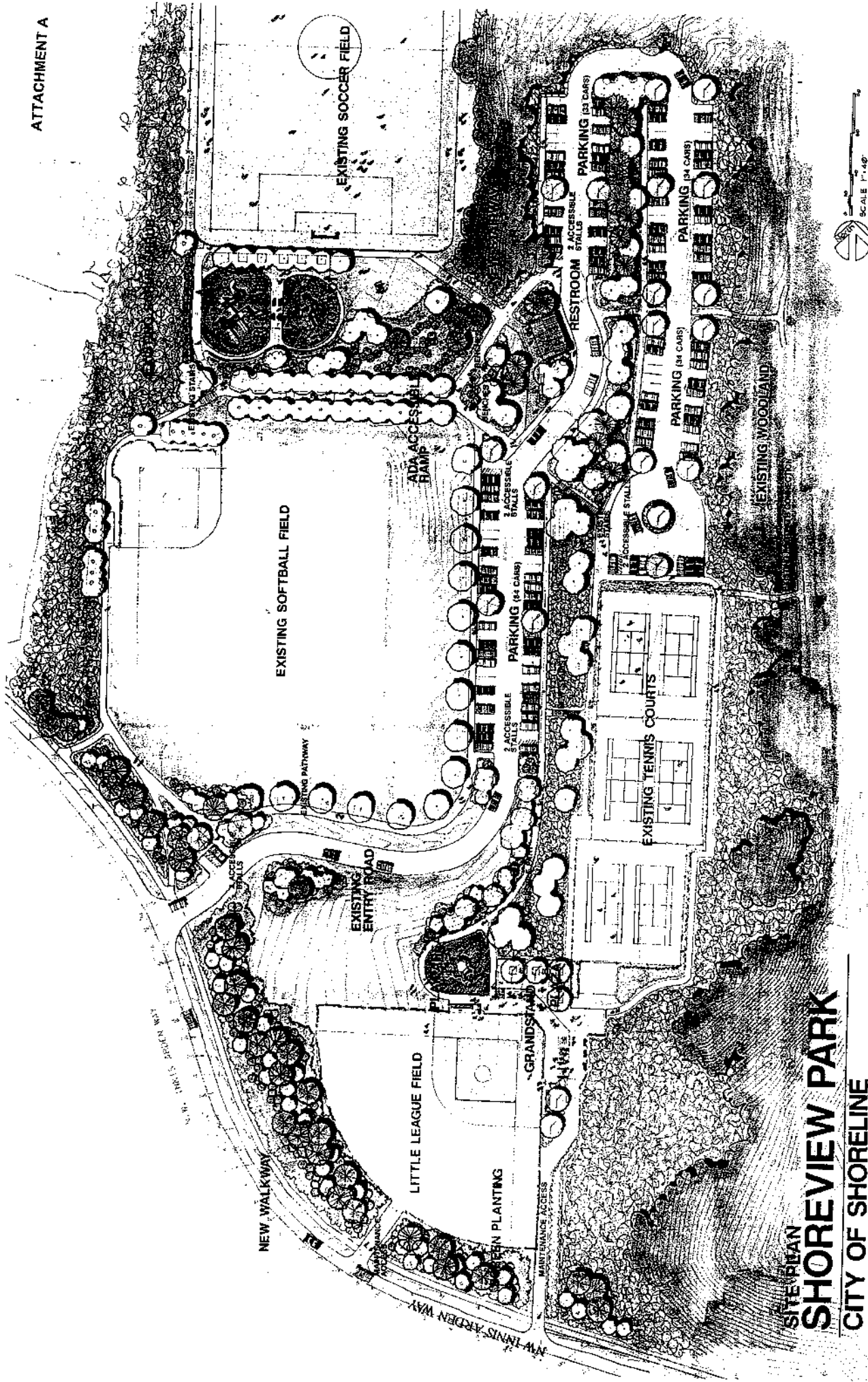
Shoreview Park Improvements Estimated Project Timeline

March 20	City Council Update on Project
April 18	Public Open House
April 27	Parks, Recreation & Cultural Services Advisory Committee
June 5	City Council Workshop
September 1	Design 90% (Permit Drawings)
September 22	Design 100% (Construction Drawings)
October 6	Ad Date
October 15	Permits
November 6	Open Bids
November 27	Bid Acceptance by Council- Award of Contract
December 11	Notice to Proceed
April 2001	Begin Ball Field Grading – Plant September 2001
July 2002	Ball Field open (Other improvements open when completed in 2001)

RECOMMENDATION

No formal Council action is required. We are seeking Council consensus on the direction of the project.

Attachment A: Shoreview Park Site Plan



SITE PLAN
SHOREVIEW PARK
CITY OF SHORELINE