

RESOLUTION R-5127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE LAKEVIEW ELEMENTARY SCHOOL RESTATED AMENDMENT TO JOINT USE AGREEMENT BETWEEN LAKE WASHINGTON SCHOOL DISTRICT AND THE CITY OF KIRKLAND.

1           WHEREAS, in 2002, the City of Kirkland ("City") and the Lake  
2 Washington School District ("District") entered into a Joint Use  
3 Agreement for Development, Maintenance, Scheduling and Operations  
4 of Athletic Facilities ("Joint Use Agreement"); and  
5

6           WHEREAS, in 2006, the City and the District entered into an  
7 amendment to the Joint Use Agreement that allowed for construction of  
8 a sand-based all weather field at Lakeview Elementary School  
9 ("Lakeview Amendment"); and  
10

11           WHEREAS, the City and the District desire to modify and add to  
12 the provisions of the Lakeview Amendment that will allow for  
13 construction, maintenance, use and future replacement of a FieldTurf  
14 athletic field ("Field") to replace the current sand-based field; and  
15


16           WHEREAS, it is anticipated that the City will enter into a separate  
17 agreement with SRMKJVD LLC relating to financing the construction of  
18 the Field;  
19

20           NOW, THEREFORE, be it resolved by the City Council of the City  
21 of Kirkland as follows:  
22

23           Section 1. The City Manager is authorized to execute on behalf  
24 of the City of Kirkland the "Lakeview Elementary School Restated  
25 Amendment to Joint Use Agreement Between Lake Washington School  
26 District and the City of Kirkland" ("Restated Amendment") substantially  
27 similar to that attached as Exhibit "A." The City Manager shall not be  
28 required to execute the Restated Amendment until an Agreement with  
29 SRMKJVD LLC for the financing of the Field has been finalized.  
30

31           Passed by majority vote of the Kirkland City Council in open  
32 meeting this 2nd day of June, 2015.  
33

34           Signed in authentication thereof this 2nd day of June, 2015.

MAYOR 

Attest:

  
City Clerk

**LAKEVIEW ELEMENTARY SCHOOL RESTATED AMENDMENT TO JOINT USE  
AGREEMENT  
BETWEEN LAKE WASHINGTON SCHOOL DISTRICT  
AND THE CITY OF KIRKLAND**

This is a Restated Amendment to the Lake Washington School District (the "District") and City of Kirkland (the "City") Joint Use Agreement for Development, Maintenance, Scheduling and Operations of Athletic Facilities dated August 2, 2000, that specifically addresses Lakeview Elementary School ("Amendment").

Recitals

A. On August 2, 2002, the District and the City entered into a Joint Use Agreement for Development, Maintenance, Scheduling, and Operations of Athletic Facilities (the "Agreement"). The City and the District were authorized to enter into the Agreement pursuant to RCW 39.34 *et seq.* The recitals set forth in the Agreement are herein incorporated by reference.

B. One of the objectives of the Agreement was to provide for greater access to the community of the City and District-owned athletic and recreational facilities, which has been accomplished. The City has made improvements to District-owned athletic facilities as contemplated by the Agreement.

C. The City and the District desire to modify and add to the provisions of said Joint Use Agreement and restate and replace the Lakeview Elementary School Amendment signed June 26, 2006 by the City and July 5, 2006 by the District for the renovation and replacement of the all-weather playfield at Lakeview Elementary to a FieldTurf synthetic grass turf field (the "New Field") and to address the construction, maintenance, use and future replacement of the synthetic grass field so that it may continue to be used for school purposes and by the public for recreational purposes

D. Attached hereto as *Exhibit A* is a site plan for the New Field at Lakeview Elementary School. The site plan illustrates the New Field the City is responsible for constructing, maintaining, repairing, and replacing under this Agreement.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the City and District hereby agrees as follows:

## AGREEMENT

### SECTION 1: Purpose

The purpose of this modified and restated Amendment is to set forth the terms and conditions under which the City will construct, maintain, repair, and replace the New Field identified above.

### SECTION 2: Playfield Renovation

A. The City intends to renovate and replace the existing all weather field at Lakeview Elementary to a FieldTurf playing field. The New Field will be designed by D.A. Hogan & Associates.

B. The City shall pay for the design and construction of the New Field from funds provided by SRMKJVD LLC ("SRM"). The City shall not be independently responsible for funding the New Field.

C. Design, plans, type of construction, field specifications, including field striping and construction schedule, shall be subject to prior review and written approval by the District, which approval shall not be unreasonably withheld. The District shall be provided with copies of the as-built drawings and all warranty documents for the New Field at the completion of the construction.

D. The City shall contract with SRM for project management and construction oversight services. The District shall work directly with SRM with respect to site access, staging and other issues arising during construction of the New Field. Once construction of the New Field commences, the City will provide the District with status reports on construction progress upon request.

E. The City shall be designated as the Lead Agency for the field renovation project for purpose of the State Environmental Policy Act ("SEPA") and be responsible for complying with its building codes and other laws, ordinances, and other construction requirements. Construction hours will be Monday through Friday from 8 a.m. to 8 p.m., and Saturdays from 9 a.m. to 6 p.m. (as needed). This represents a morning construction start time delay of one hour. These work hours restrictions will be included in the construction specifications and the City shall be responsible for enforcing the hours of construction.

### SECTION 3: Maintenance and Repair

A. The City shall receive and, as necessary, enforce all warranties provided by the field manufacturer and installer. The City shall maintain and keep in good repair the New Field and any landscaping associated with the improvements constructed by the City. The City shall perform annual testing of the New Field to help ensure its safety and as an indicator of needed

maintenance, spot area replacement, or replacement due to the end of the field's useful life. The City shall contract with a third party certified inspector/tester, such as Bob Harding of D.A.Hogan or equivalent. Maintenance and repair shall include, but not be limited to, weeding, watering, mowing, edging, fertilizing and trimming landscaping, regular removal of garbage and other refuse, and repair and maintenance of pathways, bleachers, backstops, soccer goals and any other equipment purchased by the City located on or near the New Field described in Exhibit A. Additionally, to keep the New Field in optimum condition, the City shall purchase a "fluffer" to maintain the texture and safety of the New Field. The District shall be responsible for the maintaining and repairing of any improvements or landscaping installed at the New Field that is outside the scope of the New Field Project.

B. Upon completion of construction of the New Field, the City agrees to submit for the District's reasonable approval a written plan for the New Field the City is responsible for maintaining and repairing under this Amendment and the Agreement. In the event the City wishes to propose changes to the repair and maintenance plan, the City agrees to provide the District with any material changes to this repair and maintenance plan on or before August 15<sup>th</sup> of each year so that the District can plan its fiscal year.

C. No improvements, alterations or modifications of the New Field shall be made by either party without the District's and City's prior written consent, which shall not be unreasonably withheld.

#### SECTION 4: Scheduling

The City shall act as the Scheduling Coordinator for the New Field at Lakeview Elementary. In scheduling use of the New Field, the City shall comply with District policies regarding the priority of users as set forth on Exhibit B, which is attached hereto and incorporated herein by reference, as such policy exists today and as it may be amended from time to time.

Except as modified below, the District shall have first priority use of the New Field until 4 p.m. on weekdays from September 1 until the end of the school year. The City shall have first priority for the New Field for use at other times, subject to priority of users as set forth in *Exhibit B*. The schedule for City use of the Lakeview field will be as follows:

September 1 through Last Day of School	Mon-Fri:	4:00 p.m. to 9 p.m.
	Saturday:	8:00 a.m. to 9 p.m.
	Sunday:	9:00 a.m. to Dusk
1 <sup>st</sup> Day of Summer Break through August 31	Mon-Sat:	8:00 a.m. to 10 p.m.
	Sunday:	9:00 a.m. to Dusk.

SECTION 5: City Maintenance Signs

The City agrees to maintain the two (2) existing signs at the New Field stating that the City is responsible for the maintenance and repair of the New Field and related facilities consistent with this Restated Amendment and the Agreement.

SECTION 6: Use.

In the City's maintenance and repair of the New Field, the City shall not materially interfere with the operation of the school or endanger the students or the employees of the District.

SECTION 7: Drug-Free Workplace.

The City and its contractors and all subcontractors, and employees or laborers shall fully comply with all applicable federal, state, and local laws and regulations regarding a drug-free workplace, including the Drug-Free Workplace Act of 1988. Any person not fit for duty for any reason, including the use of alcohol, controlled substances, or drugs, shall immediately be removed from the District property.

SECTION 8: Tobacco Products.

Pursuant to RCW 28A.212.310, no tobacco products of any kind may be used on the New Field and surrounding areas or on any other property of the District.

SECTION 9: Amplification

The use of amplification (i.e. sound systems, boom boxes, bull horns, speakers, etc.) will not be permitted during City use unless approved by the Director of Parks and Recreations or his/her designee.

SECTION 10: Hazardous Materials.

To the extent the maintenance or repair of the New Field or portable restroom facilities involves any hazardous materials, the City shall comply with Chapter 49.26 RCW and any provisions of the Washington Administrative Code. In the event that any hazardous materials or flammable materials are deposited by the City or its contractors or assigns on the District's property, the City shall immediately take such actions as may be necessary to remedy any and all damages caused by such deposit.

SECTION 11: Pesticides

During the maintenance and repair of the New Field, including all planters, plantings and shrubs, the City shall, in accordance with state law, first give notice and obtain the District's approval, through the District's Supervisor of Grounds Maintenance, before using any herbicide, insecticide, fungicide or other pesticide on the New Field or landscaping or walkways.

SECTION 12: No Pets

Pets shall not be permitted at the New Field and the District will provide signs which notify the public of this policy.

SECTION 13: Fees

The City may charge fees to community users of the New Field to cover administrative and maintenance costs along with future New Field replacement costs.

SECTION 14: Effect on Joint Use Agreement.

Except as may be amended by this Amendment, all other terms and conditions of the Joint Use Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Joint Use Agreement, this Amendment shall control, including provisions concerning days and times of Field use.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf.

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Forrest W. Miller  
Director of Support Services  
Lake Washington School District

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Kurt Triplett  
City Manager  
City of Kirkland

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that **Forrest W. Miller** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Support Services of Lake Washington School District No. 414, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2015.

\_\_\_\_\_  
\_\_\_\_\_[Print Name]  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that **Kurt Triplett** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Kirkland, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2015.

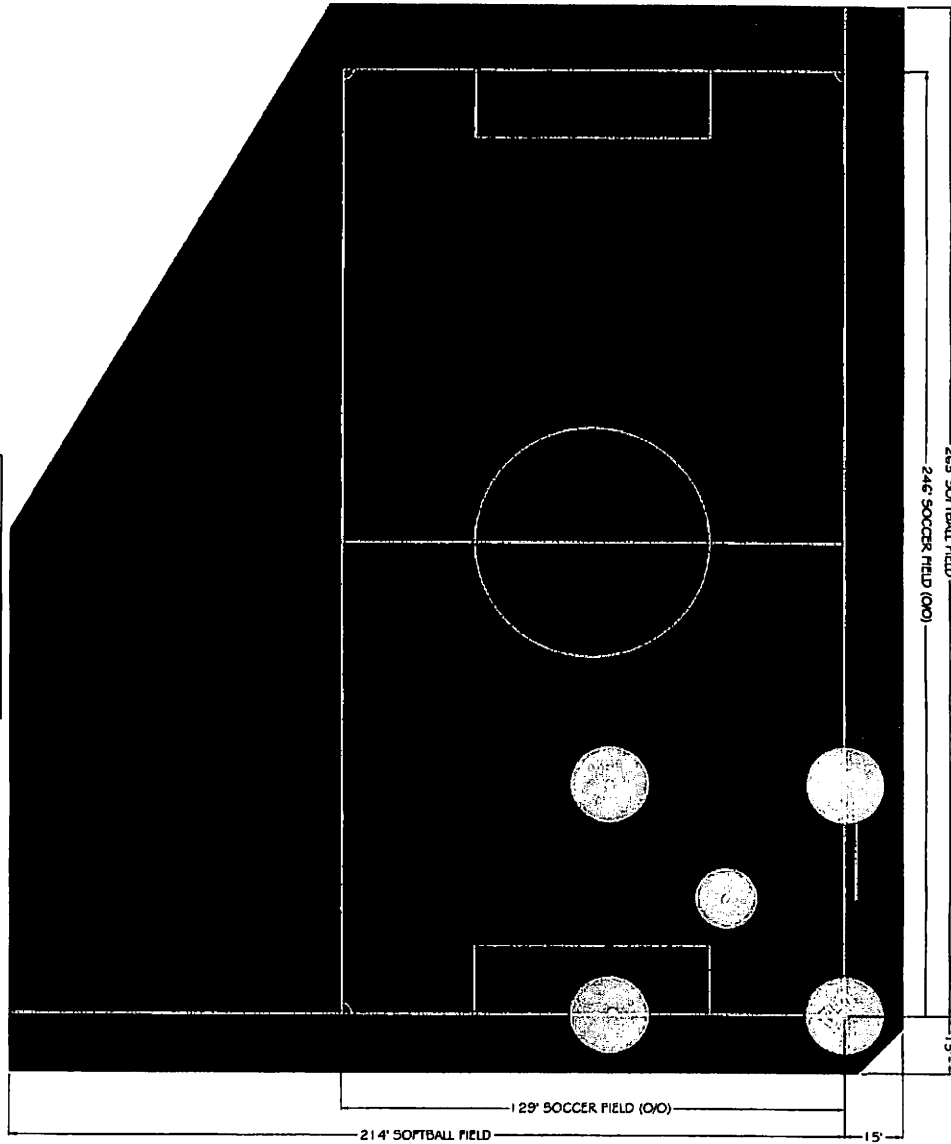
\_\_\_\_\_  
\_\_\_\_\_[Print Name]  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

R-5127  
EXHIBIT A

SHEET COLORS:

SOFTBALL	SOFTBALL COLOR NAME: WHITE
SOCCER	SOCCER COLOR NAME: CAUVEY YELLOW
PRINTED MARKINGS ARE 4" WHITE	
PRINTED MARKINGS ARE 4" YELLOW	

APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	



263' SOFTBALL FIELD  
246' SOCCER FIELD (OO)

129' SOCCER FIELD (OO)

214' SOFTBALL FIELD

15'



FieldTurf Revolution Monofilament 2.5"

**LEGEND:**

GREEN FIELDTURF	56,541 sq.ft.
TAN FIELDTURF	1,455 sq.ft.
10% FIELDTURF	57,259 sq.ft.

FIELD LAYOUT NOTES (sports are in order of demand):

- SOFTBALL MARKINGS ARE 4" WHITE.
- SOCCER MARKINGS ARE 4" YELLOW.

ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

LAKEVIEW ELEMENTARY  
KIRKLAND, WA



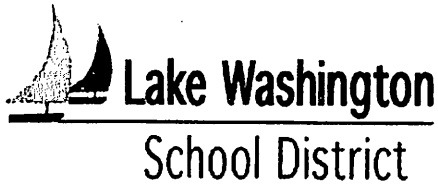
DRAWN BY:	P.B.
CHECKED BY:	J.B.
SCALE:	1"=30'
FIELD AREA:	57,909 sq.ft.
PERIMETER:	948 ft.

DATE: MARCH 25, 2015    ISSUE: PRESENTATION    SHEET: XXX FIELD LAYOUT

All Rights Reserved. Confidential Information: No portion of these drawings may be disclosed, used, reproduced, modified or shown, without prior written consent of FieldTurf.

Scale is only accurate when this drawing is printed on 11" X 17" paper.





## **Community Use of School Facilities**

*File: KG*

The public schools are owned and operated by and for their patrons. To ensure that the schools become an integral part of the community, the Lake Washington School District shall encourage community groups to use school facilities and shall cooperate with park departments and other governmental agencies to run community programs in school facilities.

School sponsored activities shall have first priority, cities and other governmental agencies with whom the district has a joint-use interlocal agreement shall have second priority, non-profit youth organization residing within the Lake Washington School District shall have third priority, non-profit adult organizations residing in the Lake Washington School District shall have fourth priority, other non-profit organizations shall have fifth priority and private and commercial groups the last priority. The right to authorize use of school facilities shall be retained by the board and/or the superintendent through the appointed unit administrators consistent with this policy and such implementing regulations as the superintendent may issue.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor the purposes they represent.

Groups wishing to use district facilities for public activities must ensure that accommodations are available to provide access to individuals with disabilities who wish to participate in the activity or program. Users may request consultation and/or services from the district in providing special accommodations to disabled persons. Disabled persons should contact the group leader no later than three (3) days before the activity so that special arrangements can be made.

**Adopted:**  
12/1/74

**Revised:**  
10/3/77  
8/12/85  
5/7/90  
9/1/92  
5/2/94  
4/2/01

**LEGAL REFS.:**  
RCW 28A.335.150  
RCW 28A.320.510  
AGO 1973 No. 26  
American's with Disabilities Act of 1990

**CROSS REFS.:**  
Rental & Service Charges (DFD)  
Limited Open Forum (IGDAA)  
Community Use of School Facilities (KG-R) (regulation)  
Tobacco-Free Environment (KGC)  
Relations with Governmental Authorities (KN)  
Relations with Park Authorities (KNAH)