

# Parks & Recreation Committee Agenda

July 7, 2022, 4:00 PM SeaTac City Hall – City Council Chambers \*Hybrid Meeting\*

Councilmembers: Iris Guzmán, Chair Mohamed Egal Jake Simpson

A quorum of the Council may be present.

Staff Coordinator: Lawrence Ellis, Parks, Community Programs and Services Director

As the City transitions to a hybrid format, please be patient. We are trying our best to make everything work as seamlessly as possible, but that requires many people, technologies, and systems to work together. Thank you.

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City's website <a href="https://www.seatacwa.gov/seatvlive">https://www.seatacwa.gov/seatvlive</a> and click play.

ITEM	TOPIC	PROCESS	WHO	TIME
1	Call to Order		Chair	4:00
2	Minutes of June 2, 2022	Approval of minutes.	Committee	5 min.
3	PUBLIC COMMENTS: The comments and is also provious comment opportunities. All cand content. Providing writte comments must be done by Registration is required for refor in-person comments. An written public comments when instructions provided or by the part of the record.  Instructions for providing located at the following licitizen Advisory Commit of the comment of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing located at the following licitizen Advisory Commit of the providing licitizen Advisory Commit of the pro	Chair	10 min. 4:05-4:15	
4	Renewal of ILA with Highline School District on sharing facilities at Tyee Complex and Valley Ridge Park	Requesting a Recommendation to move forward to Consent Agenda	Lawrence Ellis	15 min. 4:15-4:30
5	Update on Recreation Sports and Classes	Information Only	Brian Tomisser, Marlon Olson	20 min 4:30-4:50

6	Discussion on developing an Adopt-A-Trail Program within the Parks system	Discussion	Lawrence Ellis	10 min 4:50-5:00
7	Directors Update	Information Only	Lawrence Ellis	15 min 5:00-5:15
8	Adjourn			5:15



# Parks and Recreation Committee Minutes

Thursday, June 2, 2022

4:00 PM

# \*Hybrid Meeting\* City Council Chambers

Members:	Present:	Absent:	Commence:	4:00 PM	
			Adjourn:	4:58 PM	
Iris Guzmán, Chair	Х				
Mohamed Egal	X				
Jake Simpson	X				

Other City Council Members Present: Peter Kwon

Staff Present: Lawrence Ellis, Parks, Community Programs & Services Director; Gwen Rathe, Administrative Assistant III; Mike Fitzpatrick, Parks Projects & Operations Manager; Gwen Voelpel, Deputy City Manager; Cindy Corsilles, Senior Assistant City Attorney; Mary Mirante Bartolo, City Attorney; Ha Dao, Assistant City Attorney

1.	Call to Order	Meeting was called to order at 4:00 PM by Councilmember Iris Guzmán .
2.	Approval of Minutes	Minutes from the April 7, 2022 and May 5, 2022 meetings were approved as written.
3.	Public Comment	No public comment.
4.	Proposed contracts with human services agencies utilizing the 2022 off-cycle funding program	Lawrence Ellis explained that the human services agencies who are currently under contract with the City to provide services were contacted regarding the opportunity for off-cycle funding. Six agencies applied for additional funding through this program and all showed the need for additional services. Four of the agencies were awarded additional funds and contracts for those four are being routed for signatures. Two agencies, Multi-Service Center and Partner in Employment, requested additional funds that make their total request exceed the City Manager's signing authority so staff is requesting a

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		recommendation to move this item to the Consent Agenda for approval.
		The Committee unanimously recommend this item move forward to Consent Agenda.
5.	Contracts with Multi-Service Center and African Community Housing & Development utilizing HB1406 funding for rental assistance	Lawrence Ellis provided a presentation and explained that two agencies, Multi-Service Center and African Community Housing & Development, will administer a rental assistance program for SeaTac tenants who are at 60% of the Area Median Income or lower. House Bill 1406 funds will be utilized. The agencies will provide standards for consistent applications and will identify a process for review of eligibility criteria. There will be no duplication of deliverables between the two agencies. The contracts exceed the City Manager's signing authority so staff is recommending this item be moved to Consent Agenda for approval.
		The Committee unanimously recommend this item move forward to Consent Agenda.
6.	Proposed contract with American Ramp Company for construction of a pump track	Mike Fitzpatrick shared a presentation that showed project location, community meeting outcome, and project timeline. He explained that staff is seeking a referral to Consent Agenda to execute a construction contract with American Ramp Company to build the pump track. American Ramp Company was chosen because of their experience in building pump tracks throughout the world. The City is working with, and is a member of Sourcewell cooperative purchasing program which manages solicitation requirements and uses combined buying power for better pricing. A King County Youth & Amateur Sports Grant will fund the construction which is estimated to be \$260,000 plus sales tax.
		Consent Agenda.
2023 CDBG will administer the Co the cities of SeaTac, 0 to request a budget at		As the Lead City for the joint Minor Home Repair Program, SeaTac staff will administer the Community Development Block Grant (CDBG) for the cities of SeaTac, Covington, Des Moines & Tukwila. This request is to request a budget amendment to reflect the \$110,000 awarded from the 2022 CDBG program for joint Minor Home Repair.
	Repair Program	The Committee unanimously recommend this item move forward to Consent Agenda.
8.	Directors Update	Lawrence Ellis gave an informational update:  • Staff is getting geared up for summer camps. There are waiting lists for the camps.
		The Recreation & Services Guide will be mailed in mid-June.
		<ul> <li>The City is partnering with the Angle Lake Shore Club to provide a 4<sup>th</sup> of July fireworks show that can be viewed from Angle Lake Park.</li> </ul>
		Special events are being added to the City Calendar.

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	<ul> <li>Lifeguards update – Two lifeguards have been hired. With the nationwide shortage of qualified lifeguards, staff is doing all they can to recruit people. Signage is posted regarding no lifeguards on duty. A lifejacket loaner program has been started at Angle Lake Park. The YMCA will offer a Water Watchers class in June at the park.</li> </ul>	
	<ul> <li>The water spray park at Angle Lake Park opened last Friday, May 27 giving patrons a safe place to play in the water.</li> </ul>	
	<ul> <li>Make Music Day at Angle Lake Park on May 21 was very successful.</li> </ul>	
9. Adjourn	The meeting was adjourned at 4:58 PM.	

#### INTERLOCAL AGREEMENT

# BETWEEN HIGHLINE SCHOOL DISTRICT NO. 401 AND THE CITY OF SEATAC REGARDING SHARED FACILITY USE AT VALLEY RIDGE PARK AND THE TYEE EDUCATIONAL COMPLEX PARKING AREA

In accordance with the Interlocal Cooperation Act (<u>RCW 39.34</u>), the Highline School District No. 401 (the "District"), and the City of SeaTac (the "City", and with the District, each referred to hereafter singly as a "Party" and collectively as the "Parties"), each of which is a Washington municipal corporation, hereby enter into the following Agreement:

#### RECITALS

- A. The District owns and operates the Tyee Educational Complex (the "TEC"), located at 4424 S. 188th Street, SeaTac, Washington, which consists of a high school, a middle school, and a parking area;
- B. The City owns and operates Valley Ridge Park (the "Park"), located at 4644 S. 188th Street, SeaTac, Washington, which consists of athletic facilities, playgrounds, a community center, and a parking area;
- C. The District has identified a need to use certain Park facilities for physical education classes and extracurricular sporting events;
- D. The City has identified a need to use a portion of the TEC's parking area to serve Park users during evenings and weekends; and,
- E. The City and the District desire to enter into an agreement that makes the Park's athletic facilities and parking lot available to the TEC during school hours and, on a limited basis, after-school and on weekends, and that permits the City to use the TEC's parking lot for Park users when not needed by the District during non-school hours.

NOW, THEREFORE, the Parties agree as follows:

#### **AGREEMENT**

#### 1. PURPOSE AND PROJECT DEFINITION:

The purpose of this Agreement is to provide for the cooperative use of certain facilities associated with the TEC and the Park.

#### 2. CITY USE OF TEC FACILITIES:

2.1 The City may use, at no cost but only for Park users, that portion of the TEC parking lot depicted on the Site Plan attached hereto as Exhibit A (the "TEC Site Plan"),

understanding that no use authorized by the City may conflict with TEC events or use, or with the District's policy or mission.

- 2.2 The City shall not permit the TEC Parking Area or any part thereof to be used in violation of any federal, state, county or municipal law, rule, regulation, or ordinance. No use of tobacco or possession of alcohol, illegal drugs, or firearms shall be allowed at the TEC, including, but not limited to, the TEC Parking Area.
- 2.3 On days when the District has school classes in session, the City shall not use the TEC Parking Area during normal school hours, which are Monday through Friday between 6:30 a.m. and 4:30 p.m., unless authorized by the District. The City's use of the TEC Parking Area is secondary to that of the District. There may be periods when, because of special events arranged by the District, the TEC Parking Area will not be available for the City's use. The City shall coordinate the use of the TEC Parking Area with the District on an ongoing basis and will notify the City when the TEC Parking Area is unavailable due to a superseding District use.

#### 3. DISTRICT USE OF PARK FACILITIES:

- 3.1 The Park facilities that may be used by the TEC under this Agreement are depicted on the Site Plan and include, but are not limited to, the Park's tennis courts (including the existing outdoor courts, and for the TEC Tennis Team's use during its season, of a minimum of two indoor courts of the planned, but yet-to-be constructed indoor tennis facilities), basketball court, soccer and baseball fields, roller hockey court, and parking lot (collectively, the "Park Facilities"). Sports teams and physical education classes associated with the TEC must submit a facility use agreement with the City's Parks, Community Programs & Services Department and provide a schedule for their use of the Park Facilities. In the event of a tennis tournament, the TEC Tennis Team's use of the indoor tennis facilities may be expanded upon submission and approval of a facility use agreement.
- 3.2 The TEC may use, at no cost, the Park Facilities during normal school days until 5:00 p.m.
- 3.3 The TEC may also use, at no cost, the Park Facilities on weekends and weekdays when school is not in session, upon advance written approval of the City through a separate facility use agreement, provided that such use does not conflict with any previously scheduled rental or use by a City program.
- 3.4 The District's use of the Park Facilities is secondary to that of the City. There may be periods when the Park Facilities will not be available for TEC use, including times when the Park Facilities are rented for tournaments or other special events. The City will advise the District through the facility use permit process which Park Facilities are not available for use by the District during the times specified in Paragraph 3.3 above.

3.5 The District's use of the Park Facilities, and any persons using the Park Facilities under the authority of the District pursuant to this Agreement, shall not violate any federal, state, county or municipal law, rule, regulation, or ordinance. No use of tobacco or possession of alcohol, illegal drugs, or firearms shall be allowed anywhere within the Park Facilities.

#### 4. **CONTRACT ADMINISTRATOR:**

- 4.1 Pursuant to RCW 39.34.030(4)(a), the District and the City each hereby appoint a Contract Administrator responsible for administering this Agreement. At the direction of the Parties, each Contract Administrator shall take such action as is necessary to ensure that this Agreement is implemented in accordance with its terms. The Parties hereby designate the District's Executive Director of Facilities and the City's Parks, Community Programs & Services Director to serve as the Contract Administrators for this Agreement.
- 4.2 This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with <u>RCW 39.34.030(4)</u>, as provided in Paragraph 4.1.

#### 5. REAL AND PERSONAL PROPERTY:

- 5.1 The District owns the real property on which the TEC is located, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "School Property"). The City owns the real property on which the Park is located, more particularly described on Exhibit C, attached hereto and incorporated herein by this reference (the "Park Property"). This Agreement does not contemplate the transfer of ownership of either the School Property or the Park Property, nor any limitation in the District's or City's ability to comply with its statutory obligations regarding the use and disposition of District or City property pursuant to RCW 28A.335.
- 5.2 The Parties will not, during the term of, and pursuant to this Agreement, jointly acquire or hold any property, real or personal, with regard to the TEC or the Park.
- 5.3 By operation of this Agreement, neither the City nor the District will acquire any ownership interest in and disclaim any such interest in any improvements constructed pursuant to this Agreement by the other Party. Such improvements shall remain the sole property of the Party undertaking the construction and/or installation of the improvement.

#### 6. OPERATION AND MAINTENANCE OBLIGATIONS:

- 6.1 During the term of this Agreement, the District, in addition to any other provisions of this Agreement, shall:
  - 6.1.1 Provide normal maintenance to the TEC Parking Area;

- 6.1.2 Provide the City with requests for reimbursement for expenses incurred by the District in the repair of damage to the TEC caused by the City's use of the TEC Parking Area;
- 6.1.3 Reimburse the City for expenses incurred in the repair of damage to the Park Facilities caused by the District's use.
- 6.2 During the term of this Agreement, the City, in addition to any other provisions of this Agreement shall:
  - 6.2.1 Provide, at no cost to the District, sports field maintenance and preparation at the Park Facilities for TEC physical education and sports programs;
  - 6.2.2 Provide the District with requests for reimbursement for expenses incurred by the City in the repair of damage to the Park Facilities caused by the District's use thereof;
  - 6.2.3 Reimburse the District for expenses incurred in the repair of damage to the TEC caused by the City's use of the TEC Parking Area; and,

#### 7. PROOF OF INSURANCE:

- 7.1 The District shall provide the City with evidence of liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000, combined single limit per occurrence, and in the minimum amount of \$2,000,000, in the aggregate, Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000, per occurrence, and auto, bodily injury, and property damage liability in a minimum amount of \$1,000,000, per accident for owned, non-owned and hired automobiles, or coverage that reasonably informs the City of the dollar limit, kind of coverage, and effective date of coverage. The City shall be named as an additional insured under such liability insurance or coverage.
- 7.2 The City shall provide the District with evidence of liability insurance for bodily injuries (including sickness or death) and property damages in the minimum amount of \$1,000,000, combined single limit per occurrence, and in the minimum amount of \$2,000,000, in the aggregate, Employers Liability (Washington Stop-Gap) in the amount of no less than \$1,000,000, per occurrence, and auto, bodily injury, and property damage liability in a minimum amount of \$1,000,000, per accident for owned, non-owned and hired automobiles, or coverage that reasonably informs the District of the dollar limit, kind of coverage, and effective date of coverage. The District shall be named as an additional insured under such liability insurance or coverage.

#### 8. ALTERATIONS AND IMPROVEMENTS:

The Parties shall not, without consulting the other Party, make any alterations, additions, or improvements to the property it owns that is the subject of this Agreement that, in the other Party's reasonable opinion, materially alter that Party's use as contemplated under this Agreement.

#### 9. **DURATION AND TERMINATION:**

- 9.1 The term of this Agreement shall commence as of the date this Agreement is recorded in the real property records of King County and filed with the King County Auditor in accordance with RCW 39.34.040, and shall last for ten (10) years, or until a Party elects to terminate this Agreement pursuant to Sections 8.2 and 8.3.
- 9.2 Either Party may, at its sole discretion, terminate this Agreement anytime the Party determines, that it needs its property (for the District, the School Property, and for the City, the Park Property) for other purposes; or if either Party no longer needs the use of the other Party's facilities or no longer receives its bargain-for benefit under this Agreement.
- 9.3 The District shall have the right to terminate this Agreement if it elects to sell or lease the real property upon which the TEC is located, or in the event of casualty or destruction of all or a material portion of the TEC. The City shall have the right to terminate this Agreement if it elects to sell or lease the real property upon which the Park Facilities are located, or in the event of casualty or destruction of all or a material portion of the Park Facilities.
- 9.4 A Party seeking to terminate this Agreement under Section 9.2 or Section 9.3 must provide the other Party written notice no less than one hundred twenty (120) days in advance, except in the event of casualty or destruction of the subject property, in which case the other Party must be provided notice no later than sixty (60) days after the casualty or destruction of the subject property.

#### **10. INDEMNIFICATION:**

The District shall release, defend, indemnify and hold harmless the City, its officials, officers, agents, employees and volunteers from any and all claims, actions, suits, or damages arising out of any action or omission of the District arising from its use of the Park Facilities. The City shall release, defend, indemnify and hold harmless the District, its officials, officers, agents, employees and volunteers from any and all claims, actions, suits, or damages arising out of any action or omission of the City arising from its use of the TEC Parking Area.

#### 11. DISPUTE RESOLUTION:

In the event of a disagreement over the rights and obligations of either Party under this Agreement, neither Party may initiate any litigation against the other unless the claim or dispute is first subject to non-binding mediation under the Commercial Mediation Rules of the American

Arbitration Association ("AAA"). The Party asserting a claim or disputing an obligation under this Agreement is responsible for initiating the mediation process. This requirement cannot be waived except by an explicit written waiver signed by both the District and the City. To initiate the mediation process, the Party asserting the claim shall submit a written mediation request to the other Party. If the Parties are unable to agree to a mediator within thirty (30) days after the written request for mediation, either party may submit a request for mediation to the AAA. The District's Executive Director of Facilities and the City's Director of Parks, Community Programs and Services, or their designees, both having full authority to settle the dispute or claim, must attend the mediation session. To the extent there are other parties in interest, their representatives, with full authority to settle the dispute or claim, shall also attend the mediation session.

#### 12. MISCELLANEOUS:

This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.

- 12.1 The Parties disclaim any and all expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.
- 12.2 The District and the City shall maintain records necessary to carry out the purposes of this Agreement in accordance with generally accepted accounting principles. Such records shall be available at each Party's place of business during normal business hours for the review of the respective parties, their accounting representatives, or the State Auditor.
- 12.3 This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.
- 12.4 Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.
- 12.5 The Parties are independent entities and nothing in this Agreement creates any agency relationship.

#### 13. NOTICES:

Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

#### HIGHLINE SCHOOL DISTRICT NO. 1

CITY OF SEATAC

Highline School District No. 401 Attn: Geraldine Fain Assistant Superintendent Support Services 15675 Ambaum Blvd. SW Burien, WA 98166

City of SeaTac
Attn.: Lawrence Ellis,
Parks, Community Programs & Services
Director
4800 S. 188th Street
SeaTac, WA 98198

#### WITH A COPY TO:

Highline Public Schools
Attn.: Andrea Johnson,
Executive Director of Facilities
Facilities Services Department
17810 8th Avenue S., Bldg. A
Burien, WA 98114-1788

Or such other address(es) as each party hereto may notify the other in writing.

EXECUTED and APPROVED by the Parties in identical counterparts, each of which shall be deemed an original on the dates set forth below.

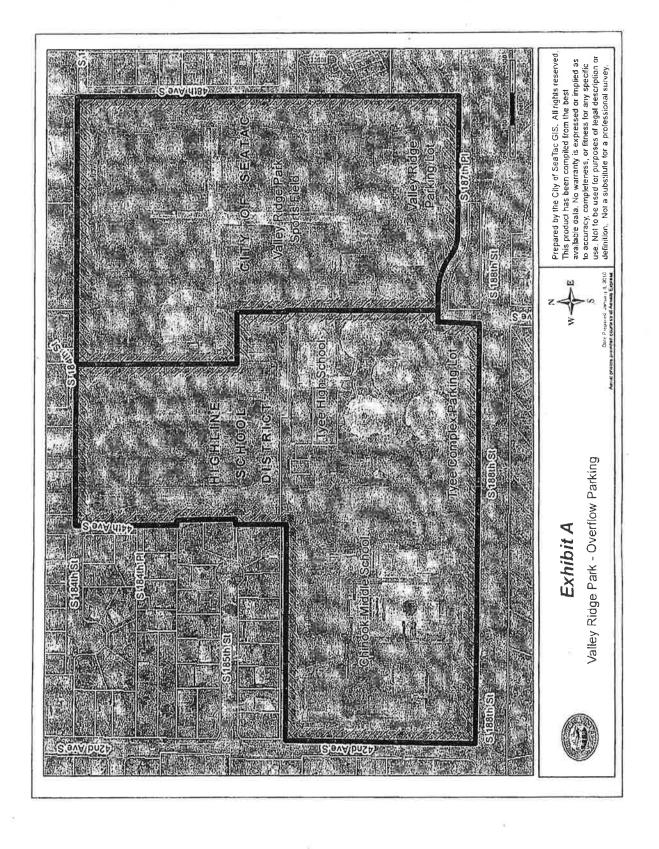
HIGHLINE SCHOOL DISTRICT NO. 401	CITY OF SEATAC
Printed Name: Andrea Johnson	Printed Name: Carl C. Cole
Title: Superintendent	Title: City Attorney
Date:	Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Printed Name: <u>Ivan Duran</u>	Printed Name: Cindy Corsilles
Title: Attorney	Title: Senior Assistant City Attorney
Date:	Date:

#### **EXHIBIT A**

#### Site Plan

[See attached document]

TEC – VALLEY RIDGE PARK INTERLOCAL AGREEMENT 00365-0949/LEGAL17590276.1



#### **EXHIBIT B**

#### **Legal Description of School Property**

The south half of the northwest quarter of the northeast quarter of the southwest quarter of Section 32, Township 23 North, Range 4 East, W.M., in King County, Washington;

EXCEPT the west 175 feet of the north 288.55 feet in width thereof;

AND EXCEPT that portion conveyed to King County for road by Deed recorded under King County Recording Number 5106055.

TEC - VALLEY RIDGE PARK INTERLOCAL AGREEMENT 00365-0949/LEGAL17590276.1

#### **EXHIBIT C**

#### Legal Description of Park Property

#### Legal Description for Parcel Number 3423049037

A portion of the northwest corner 156,000 square feet of land of the following described:

A portion of the north half of the southeast quarter starting 34°23'4" beginning at the east quarter corner of said section; thence west 758.05 feet; thence south 680 feet to the TRUE POINT OF BEGINNING; thence west 660 feet; thence south 610 feet; thence east 660 feet; thence north 610 feet to the TRUE POINT OF BEGINNING, together with a portion of the south half of vacated South 186<sup>th</sup> Street adjacent less a portion conveyed to the State of Washington for highway by deed affidavit #6122617, together with a portion of said north half of the southeast quarter beginning 758.05 feet west of the east quarter corner of said section; thence south 640 feet; thence west 825 feet; thence north 660 feet; thence east to the beginning, together with the north half of vacated South 186<sup>th</sup> Street adjacent less south 155 feet of west 160 feet thereof.

# Parks and Recreation Committee Meeting July 7, 2022

# **Sports and Classes Update**



# PRESENTATION OVERVIEW

#### **PURPOSE OF PRESENTATION**

Providing update to Parks & Recreation Committee of status of proposed new sports and class offerings.

- Current sports programs offered
- New class offerings
- Outlook on future sport programming





## **CURRENT ORGANIZATIONS OFFERING SPORTS IN SEATAC**

- South Highline American Little League
- SeaTac Sharks Football
- City of Des Moines and Tukwila (basketball)
- Matt Griffin YMCA (basketball)
- Southwest Lacrosse Club
- SeaTac United (inactive since 2019)
- Highline Soccer Association and other youth soccer leagues
- Variety of adult soccer, softball and basketball leagues



## **SPORTS OUTLOOK**

# Summer/Fall 2022

- Relaunching SeaTac United Soccer Club
- Rave Soccer Camp (Free)

### Winter 2023

 Add SeaTac team(s) to City of Des Moines/Tukwila youth basketball league

## Summer 2023

Adding a variety of Skyhawks camps for youth

## Fall 2023

Launch new youth Cross Country Program



# CURRENT CLASSES AT THE SEATAC COMMUNITY CENTER

# **Ongoing Classes**

- Total Body Fitness
- Hatha Yoga
- Archery
- Rapier Sword Combat
- Karate
- Pickleball instruction



## NEW CLASSES AT THE SEATAC COMMUNITY CENTER

# Summer/Fall 2022

- Karate
- Photography
- Self Defense
- Classes for Homeschool students at Valley Ridge
- Classes for preschool kids at Valley Ridge

## Winter 2023

- Big Time Hoops (3-6 years old)
- Basketball clinics with East African Community Services \*\*
- SeaTac United Math Academy \*\*

# Spring 2023

Tennis lessons \*\*



<sup>\*\*</sup> Discussions underway, but not confirmed yet.

# QUESTIONS??

