

MEETING MINUTES

May 16, 2011

Orcas Island Park and Recreation District Commission
Special Meeting, Thursday, May 16, 2011
Orcas Island Public School Library, 557 School Road, Eastsound
3:00 P.M. - 4:00 P.M.

This meeting was scheduled to convene simultaneously with a special school board meeting so that OIPRD business could be discussed and addressed with 3 or more commissioners in attendance at the school board meeting. The OIPRD, OISD meeting had been scheduled for the purpose of beginning to explore common ground with regard to the prospect of OIPRD acquiring dominion over and responsibility for Buck Park. The meeting resulted in more or less a public hearing on the matter, as an unusually large number of people were in attendance: perhaps 25 or 30.

I. CALL TO ORDER (3:00)

Jim Bredouw, Acting Chairman OIPRD

Roll call:

Seat 1: Vicki Vandermay - present
Seat 2: Bob Eagan - present
Seat 3: Martha Farish - absent
Seat 4: Jim Bredouw - present
Seat 5: Ian Lister - present

Janet Brownell, Chairman OISD #1 - present
Tony Ghazel, OISD Director #2 - present
Scott Lancaster, OISD Director #3 - present
Jim Sullivan, OISD Director #2 - absent
Chris Sutton, OISD Director #1 - present

II. DISCUSSION

Janet Brownell, presiding, asked what was on our (OIPRD's) minds:

Bob presented the geographical boundaries of Buck Park, as there is some confusion as to where the original "Sam Buck parcel" ends, and the school's (proper), and other properties begin. Bob presented a brief chronology of events beginning with the Buck family's bequest.

Jim presented Assumptions about Buck Park, OISD and OIPRD the idea being that OIPRD would like to see the Property deed in the Rec. district's hands with OISD receiving preference in scheduling the various venues at Buck Park, and language to address the parks disposition in the

event that OIPRD becomes un-funded.

Bob presented a brief synopsis of the water issues at Buck Park.

At this point members of the public began to comment favorably to the idea. Some problems and details were pointed out:

Can the property actually be "deeded away" from the school at all (legally)?

What about the school's current water right?

Gym teacher concerns, ie "eminent domain of use" during school hours. golf and tennis for instance.

The specter of alcohol being allowed from time to time, in such close proximity to the school

There were no actual objections on principle.

The OIPRD portion of the meeting was concluded by consensus at 3:45; the school board having further, separate business to conduct.

III. ADJOURNMENT (3:45)

Motion: To adjourn

- Ian, Bob
- deliberations: none
- unanimously aye

Addenda:

4260 Use of School Facilities

6112 Rental or lease of District Real Property

Buck Park Deed of Record

Buck Park Expenses

Regular Public Meeting minutes for May 16, 2011

Approved by motion on this 9th day of JUNE, 2011

Signed and attested this 12th day of July, 2011

A handwritten signature in cursive script, appearing to read "Ian Lister".

Ian Lister, Commissioner #5,

Secretary

A handwritten signature in cursive script, appearing to read "Martha Farish".

Martha Farish, Commissioner #3,

Chair

USE OF SCHOOL FACILITIES

The board subscribes to the belief that public schools are owned and operated by and for its patrons. The public is encouraged to use school facilities but shall be expected to reimburse the district for such use to insure that funds intended for education are not used for other purposes. The term "facilities" as defined for this policy includes fields and other outdoor areas.

DISTRICT-SPONSORED OR DISTRICT CO-SPONSORED GROUPS/EVENTS

There is no rental charge to a group or event designated as district-sponsored, or district co-sponsored, that provides a supervised activity, including curricular and co-curricular functions. These activities retain first priority in use of facilities. This applies to both scheduling and actual use. If a scheduling conflict occurs between district-sponsored activities, the Superintendent or his/her designee shall resolve the conflict. In the event that one user is bumped for another, every attempt will be made by the Facilities Scheduler to notify the affected group(s) as soon as possible and arrange for rescheduling options. If a non-district-sponsored user is pre-empted by a district-sponsored activity, the non-district-sponsored user may request a reimbursement of pre-paid rental fees instead of a rescheduled time or place.

NON-DISTRICT-SPONSORED GROUPS/EVENTS

The superintendent is authorized to establish procedures for use of school facilities, including rental rates, supervisory requirements, restrictions, and security. All non-district sponsored groups or individuals renting school facilities shall maintain insurance for accidents and liability covering persons using the district's facilities under the sponsorship of the renter.

For rental rate purposes, organizations seeking the use of school facilities have been divided into three categories:

Category 1:

Local, non-district-sponsored, non-profit groups and governmental agencies – for use by CHILDREN.

Examples are: Scouts, Campfire, 4-H, city or county-sponsored recreation activities for children.

Category 2:

Local, non-district-sponsored, non-profit groups and governmental agencies – for use by ADULTS.

Nonprofit groups includes those organizations which might wish to use school facilities for lectures, promotional activities, entertainment, college courses and city or county-sponsored recreation activities for adults.

Category 3:

Commercial Enterprises including for-profit organizations and business-related enterprises.

After all district-sponsored activities, priority scheduling will be provided to non-district-sponsored groups or activities that offer recreational or instructional opportunities to students or other children. These groups will have priority in scheduling prior to 8:00 PM. Adult groups may schedule activities after 8:00 PM, or earlier if there are no student/children groups scheduled.

Adequate adult supervision is required at all times during any district-sponsored or non-district-sponsored activity involving children. All district-sponsored activities require the presence of or direct supervision by a district employee.

If the use or rental of facilities is required during a time when no regularly scheduled custodian or other authorized staff member is on duty, the group using the facility will be responsible for the expense of having a district employee present during the time of the rental. The temporary issuance of a key to a designee in-charge may be authorized by the Superintendent. The teacher(s) whose classroom space is being requested should also be notified in advance and/or the Athletic Director, Principal or Superintendent, if necessary. The Facilities Scheduler will notify the person requesting to use the facility whether or not the request is approved; and if approved, whether or not an additional fee will be charged by the district to cover extra utility, set up, cleaning or supervision costs. The amount of an additional fee shall be determined by the Superintendent or his/her designee, on a case by case basis.

School facilities will be unlocked and locked by a custodian, an authorized staff member or the Superintendent's designee, who must be on the premises when any group/individual is scheduled. If a key has been issued to a renter and that key is not

USE OF SCHOOL FACILITIES

returned after the scheduled period of use, the renter will be charged \$500 toward re-keying costs.

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

NONPAYMENT OF FEES

In the event that a renter has not remitted a contracted rental payment to the district within thirty (30) days after the final scheduled use, the district will take appropriate action to collect payment. If payment is not collected by sixty (60) days after the final scheduled use, the group will not be allowed to rent any district facility thereafter until the bill is paid plus a ten percent (10%) late payment charge.

NONCOMPLIANCE

Any noncompliance with the rules and regulations of district facility usage as outlined in this policy and its procedures, will result in immediate removal from district property, forfeiture of any prepaid contracted amount, loss of use privilege and referral to law enforcement authorities if necessary.

CANCELLATIONS

If a scheduled use is cancelled by the non-district-sponsored user group, the district shall refund any pre-paid rental fees for that use to the group within sixty days of the cancellation. If the cancelled use was not pre-paid, the Application/Invoice to Use District Facilities will be adjusted to reflect that the user will not be charged rent for the cancelled event.

Legal References: AGO 1973 No. 26 Initiative No. 276-- School districts--Use of school facilities
for presentation of programs--Legislature--Elections

RCW	28A.320.510	Night schools, summer schools, meetings, use of facilities
	28A.335.150	Permitting use and rental of playgrounds, athletic fields, or athletic facilities
	28A.335.155	Use of buildings for youth programs---Limited immunity

First Reading: Jul 24, 2008

Second Reading: Aug 28, 2008

Third Reading/Adoption: ~~Sep 25, 2008~~

Orcas Island School District #137

~~Aug 28, 2008~~

Sept. 25th, 2008
Aug 28, 2008

according to minutes of

Procedure 4260P
Use of School Facilities
Fee Schedule

CATEGORY 1: for LOCAL Non-School Sponsored/Non-Profit/Gov Groups – KID USE
CATEGORY 2: for LOCAL Non-School Sponsored/Non-Profit/Gov Groups – ADULT USE
CATEGORY 3: Applies to ALL Commercial or For-Profit Entities, Groups, Enterprises or Individuals

	Category 1 PER HOUR	Category 2 PER HOUR	Category 3 PER HOUR
Cafeteria	\$ 9.00	\$24.00	\$ 40.00
Cafeteria w/Kitchen	\$37.50	\$70.00	\$100.00
Classrooms, general	\$ 9.00*	\$22.00	\$ 40.00
Tech Labs, per computer	\$ 3.00	\$ 6.00	\$ 10.00
HomeEc Room	\$ 9.00	\$20.00	\$ 40.00
HomeEc Rm w/kitchen & equipmt	\$12.00	\$30.00	\$ 60.00
HS Art Room	\$ 9.00	\$20.00	\$ 40.00
HS Art Rm w/kiln, equipmt	\$18.00	\$30.00	\$ 60.00
HS Gym	\$22.50	\$50.00	\$300.00
HS Gym w/locker rms	\$37.50	\$90.00	\$400.00
HS Shop w/tools/equipmt	\$18.00	\$30.00	\$ 60.00
HS Weight Rm w/equipmt	\$18.00	\$30.00	\$100.00
K-8 Gym w/bathrooms	\$12.00	\$20.00	\$150.00
K-8 Gym w/locker rms	\$22.50	\$40.00	\$250.00
Library – front entrance	\$ 9.00	\$24.00	\$ 40.00
Library – West Wing	\$ 9.00	\$24.00	\$ 40.00
Band Room w/o instrumts	\$ 9.00	\$24.00	\$ 40.00
Other Indoor Areas	\$ 9.00	\$24.00	\$ 40.00
Fields, each, w/goals or bkstps	\$ 7.50	\$20.00	\$ 40.00
Tennis Courts	\$ 7.50	\$20.00	\$ 40.00

Long-term vehicle parking, summer months only, with approval of Superintendent: \$50 per month

* A special half rate for the Orcas Island Rec Program will apply for the Wednesday afternoon half-day day-care program only.

By: _____

Anticipated attendance	Admission/Fee to participate \$	Open/Closed to public?
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Category 3: Commercial enterprises including for-profit organizations and businesses.

$$\frac{\$}{\text{Rate per hour}} \times \frac{\text{total hours}}{\text{total hours}} + \frac{\$}{\text{additional or special charges}} = \$ \text{TOTAL FEE}$$

A SEPARATE INVOICE WILL NOT BE SENT.

I understand, accept and agree to abide by the terms of this agreement, including the rules and regulations governing the use of school facilities/premises as stated on the reverse side of this agreement. In addition, I agree to be responsible for prompt and full payment of the fees required by this agreement.

Page 2 of 3

Conditions for Use of District Facilities

1. **Alcoholic beverages, illegal drugs and tobacco use shall not be permitted in school facilities or on school property at any time, by anyone.** Noncompliance will result in immediate removal from district property, forfeiture of any prepaid contracted amount, loss of use privilege and referral to law enforcement authorities, if necessary.
2. District-sponsored activities, including curricular and co-curricular functions, retain first priority in use of facilities. This applies to both scheduling and actual use. If a scheduling conflict occurs between two district-sponsored activities, the Superintendent or his/her designee shall resolve the conflict in the interest of the greater good. In the event that one user is bumped for another, every attempt will be made by the Facilities Scheduler to notify the affected group(s) as soon as possible and arrange for rescheduling options. If a non-district-sponsored user is pre-empted by a district-sponsored activity, the non-district-sponsored user may request a reimbursement of pre-paid rental fees instead of a rescheduled time or place.
3. Authorization for use of school facilities shall not be considered as an endorsement or approval of the activity, group or organization, nor for the purpose it represents.
4. Applicants for rental/usage shall provide sufficient, competent adult and/or special supervision at all times.
5. Applicants for rental/usage and all participants thereof, shall hold the district free and without harm from any loss, damage, liability or expense that may arise or be caused in any way by an emergency, natural disaster or unforeseen event/action which would prohibit the use or occupancy of these premises. All scheduled users will be notified as soon as possible of cancellations or changes in scheduling.
6. All (non-school-sponsored) applicants for use of school facilities shall maintain accident and liability insurance for persons using district facilities under the applicant's sponsorship. Users must provide a Certificate of Liability Insurance to the District, prior to use of facilities, proving the user has at least \$1 million combined single limit liability insurance, and ensuring the user's policy has been endorsed naming the school district as an additional insured.
7. In the event that district property loss or damage is incurred during the applicant's scheduled use or occupancy, the cause and amount of damage shall be determined by the Superintendent and a bill for damages may be presented to the applicant, group or individual using or occupying the facilities during the time the loss or damage was sustained.
8. School facilities will be unlocked and locked by a custodian, an authorized staff member or the superintendent's designee, who must be on the premises when any non-school group/individual is scheduled. **If a key has been issued to a renter and that key is not returned, for any reason, after the scheduled season or period of use, the renter will be charged \$500 toward re-keying costs.**
9. The district subscribes to the belief that a public school is owned and operated by and for its patrons. The public is encouraged to use school facilities but shall be expected to reimburse the district for such use to insure that funds intended for education are not used for other purposes.
10. **If the use or rental of facilities is required during a time when no regularly scheduled custodian or other authorized staff member is on duty, the group using the facility will be responsible for the expense of having a district employee present for the time of the rental.**
11. Fees shall be charged to all non-district-sponsored users, including teams/groups that practice regularly and/or hold competitions. Outdoor areas include the seven designated playing fields, tennis courts, the covered play area and other multi-purpose outdoor areas.
12. In the event that the contracted rental fee is not remitted to the district within thirty (30) days after the final scheduled use, the district will take appropriate action to collect payment. If payment is not collected by sixty (60) days after the final usage, the group/individual will not be allowed to rent any district facility thereafter until the amount is paid in full plus a ten percent (10%) late payment charge.
13. Reservations for use of the entire Buck Park facility (e.g. family reunion, concert) shall be on an individually negotiated basis between the user and the district.
14. See SUPPLEMENTAL AGREEMENT FOR USE OF SCHOOL GYMS for requesting special equipment and additional gym rules.
15. **Any noncompliance with the rules and regulations of district facility usage as outlined in policy 4260 and 4260P, will result in immediate removal from district property, forfeiture of any prepaid contracted amount, loss of use privilege and referral to law enforcement authorities if necessary.**

Date: Sep 25, 2008

RENTAL OR LEASE OF DISTRICT REAL PROPERTY

When district real property is not needed, the board has the authority to call for bids to rent or lease any surplus real property. Notice of the intent to rent or lease property shall be published in a newspaper of general circulation in the district at least 45 days before the rental or lease takes effect, if the value of the rental or lease is \$10,000.00 or more. The district may establish a minimum acceptable bid based upon the fair market value, provided that such minimum bid is non-discriminatory within classes of users.

Such property shall be rented or leased for lawful purposes. The rental or lease shall be in the best interests of the district and shall not interfere with the conduct of the district's educational program and related activities. Proceeds from rental or lease of district property which are in excess of the operational costs incurred for such rental or lease shall be deposited in the capital projects fund or debt service fund.

Legal References:	RCW28A.335.040 Surplus school property, rental, lease or use of- Authorized
	28A.335.050 Surplus school property, rental, lease or use of--Joint use
	28A.335.060 Surplus school property, rental lease or use of-Disposition of moneys received for
	28A.335.070 Surplus school property, rental, lease or use of--Existing contracts not impaired
	28A.335.080 Surplus school property, rental, lease or use of-Community use not impaired
	28A.335.090 Conveyance and acquisition of property--Management
	28A.335.130 Real property--Sale--Use of proceeds

SEP 24 1992

RECEIVED FOR RECORD AT 2:08 PM
VOLUME 384 PAGE 264-265
AT REQUEST OF Orcas Isl. School
SI STEPHENS, AUDITOR, SAN JUAN CO., WASH BY

92182496

Appendix C

This space reserved
for Recorder's use

Joanne Wood

DEED OF RIGHT TO USE LAND
FOR PUBLIC RECREATION PURPOSES

INDEXED

The Grantor, Orcas Island School District for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Project Agreement identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Buck Recreational Park Project Number 92-1234/D signed by the Grantor on the 12th day of May and by the Interagency Committee on the 16th day of April and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Agreement.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 43.99.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location."

The real property covered by this deed is described as follows:

The property is located on the south side of Mt. Baker Road, 1,661 + feet east of North Beach Road, in Eastsound, Orcas Island, San Juan County, Washington. It is identified as parcel # 211322002.

Legal description: A parcel of land in the West Half of the Northwest Quarter of the Northwest Quarter of Section 13, Township 37 North Range 2 West, W. M., San Juan County, Washington, described as follows:
The North 330 feet said West Half; EXCEPT the West 330 feet thereof (being more precisely described of record as that certain tract of land heretofore dedicated to cemetery purposes).
EXCEPT County Road.

Reserving to Donor all standing timber thereon, with right of removal for one year.

SAN JUAN COUNTY
OFFICIAL RECORD VOL. 384 PAGE 264

92182496

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Agreement, including the Grantor's functions to operate and maintain the land as set out in paragraph 14 of the Project Agreement.

Dated this 12th day of August, 1992

By: *Daniel W. Fox*

Title Daniel W. Fox, Superintendent
Orcas Island School District

ATTEST:

Sharon K. M. M.

STATE OF WASHINGTON)

: SS.

COUNTY OF San Juan)

THIS IS TO CERTIFY that on this 12th day of August, 1992, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Daniel W. Fox to me. This individual is known to be the Superintendent of the Orcas Island School District that executed the foregoing deed and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said Daniel Fox and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said Orcas Island School District.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public in and for the State of Washington, residing in San Juan County.
My commission expires 8-3-93

RECORDER'S NOTE:

NOT AN ORIGINAL
DOCUMENT

Buck Park Maintenance Expense Current OISD expenditures only based on 2009-2010 FY	Annual Costs			NOTES
	labor	materials	total	
Routine Maintenance and Expense				
Grounds Maintenance labor	\$ 15,051.00	\$ -	\$ 15,051.00	Maintenance tech, approximate actual hours spent
General Materials and Maintenance expense	\$ -	\$ 8,400.00	\$ 8,400.00	Prorata cost at 35% of total grounds cost (5 & 7 act. 62)
Irrigation of fields	\$ -	\$ 3,750.00	\$ 3,750.00	cost of well water only - 50% of meter total
Mowing of fields	\$ -	\$ 10,000.00	\$ 10,000.00	materials cost is machine BHR* (\$25.00/hr)
Edging of fields	\$ -	\$ 1,000.00	\$ 1,000.00	materials cost is machine BHR* (\$5.00/hr)
				(budgeted hourly rate to capture cost over 1/3 of useful life)
Porta potty rental and service	\$ -	\$ 1,800.00	\$ 1,800.00	60 rental + 90 service per month
Trash pickup	\$ -	\$ 300.00	\$ 300.00	labor included above
Doggy Bags	\$ -	\$ 50.00	\$ 50.00	labor included above
Buck Park Drinking Fountain	\$ -	\$ 819.00	\$ 819.00	water only - no labor cost included, but have been repairs
Baseball field maintenance	\$ -	\$ -	\$ -	currently all work is done by coaches at no cost
Soccer field maintenance	\$ -	\$ -	\$ -	any non-grounds work is done by coaches at no cost
Tennis court maintenance	\$ -	\$ -	\$ -	currently all work is done by tennis group at no cost
Skate park maintenance	\$ -	\$ -	\$ -	currently all work is done by skate orcas group at no cost
Irrigation system maintenance	\$ -	\$ -	\$ -	no maintenance schedule, but considerable repairs done
Maintenance subtotal	\$ 15,051.00	\$ 26,119.00	\$ 41,170.00	
Repair (non-routine maintenance)				
Signage	\$ 240.00	\$ 1,150.00	\$ 1,390.00	annualized cost for repair and replace.
Roads and Pathways	\$ -	\$ -	\$ -	cost unknown - not currently done
Parking lot	\$ -	\$ -	\$ -	cost unknown - not currently done
Tennis court nets and windscreen	\$ -	\$ -	\$ -	fundraising by tennis group - Joe Ciscowski
Baseball dugouts and fences	\$ -	\$ 2,831.04	\$ 2,831.04	OISD provides materials and volunteers and coaches do work
Soccer goals	\$ -	\$ -	\$ -	OISD provides materials (unknown) and coaches do work
Play structure	\$ -	\$ -	\$ -	cost unknown - not currently done
Irrigation system repair	\$ 1,204.08	\$ -	\$ 1,204.08	approximate costs - sporadic repairs done, more required
Repair subtotal	\$ 1,444.08	\$ 3,981.04	\$ 5,425.12	
	labor	materials	total	
Total annual costs	\$ 16,495.08	\$ 30,100.04	\$ 46,595.12	