



MINUTES
of the Special Meeting of the Board of Directors
of the ENUMCLAW SCHOOL DISTRICT #216
6:30 p.m.
September 6, 2011

I – PRELIMINARY

A. Call to Order:

The special meeting of the Board of Directors was called to order by Chris VanHoof, President of the Board of Directors, at 6:30 p.m. in the district board room.

B. Roll Call:

All board members were present except Lauren Cary who was excused.

II – WORKSHOP STUDY SESSION

A. Enumclaw Stadium Agreement:

Following the board’s attendance at several of the city council meetings, Mr. Nelson wished to update them on the most current events since the last meeting.

On August 24th, Mr. Nelson, Mr. Madden and Ms. Stiffarm met with Mike Thomas and Mike Reynolds to discuss the lease agreement and user fees. There were two issues in the May 2nd agreement the city wanted to discuss: 1) turf replacement and 2) city use of the field. In the agreement, the city could use the field free of charge for Creation Fest. The city can also use it free of charge if the booking is within 30 days and there are no other conflicts on the field. The city would pay a fee for all other scheduled use. The district restated what was in the May 2nd agreement regarding city use of the field and Reynolds and Thomas agreed with the concept.

Regarding the turf replacement, if the district enters into a 25-year lease agreement, we would be responsible for the replacement. 10-12 years is the average life of the field. The language in the agreement is that we would be responsible for the replacement and also could opt out of the agreement within the first four years. That draft of the agreement was agreed upon. When leaving the meeting, the district asked three different times if that was all. The city responded that it was. The district went away feeling the draft language would move us forward. The redraft was sent to the city on August 26th and Mr. Nelson followed up with the city on the 30th to see if they had read it. Mr. Reynolds called Ms. Stiffarm to discuss a couple of items. In that conversation, Reynolds requested language in the agreement to include a second turf replacement and the district matching an \$18,000 grant the city had received.

Regarding the second turf replacement, Mr. Nelson said that language could be added but we would extend the life of the lease. If it was in year 22 of a 25 year agreement, the district would have the option to extend the lease. Mr. Nelson stated the district did not agree with the \$18,000 matching grant money that was put on the table as well as additional rights to the stadium. In the lease, we would assume revenue and scheduling. It is understood that we need to work together as

a community and there was flexible language in the draft. This new information came in on August 31st as we were trying to move forward.

The city has a different process that requires information to go through committees and then final approval by the council. Mr. Reynolds is now on vacation until September 19th so the contract won't be discussed at the city level until then. As it stands now, we will continue to pay the user fees at the field according to the resolution passed in December. Mr. Nelson asked for additional information from Mr. Madden who responded that Mr. Nelson had thoroughly covered the issue. Mr. Cassell asked whether this \$18,000 in matching funds had been mentioned or brought up in the past. It had not. He added that it seemed pretty clear at the parks board meeting that no fees would be paid by the district while the negotiations continued. Mr. Nelson responded that the parks board can make recommendations, but the council direction was for the short-term use and they wanted the lease process completed. At the August 24th meeting, the district was told the lease would be approved by the second council meeting in September. Mr. Cassell commented that it won't even be discussed until Mr. Reynolds returns on September 19th. Mr. Nelson said we turned the language around quickly and the city had the agreement on August 26th. Mrs. Merrill asked about the user fees that were determined by the city in December and whether we were given any notice and would we have been charged to use the grass field. Mr. Nelson responded that we would have continued to maintain the field and played football at no charge, but would have had no soccer games on the field. The fee resolution in December came under the Expo Center plan. That's why it didn't go to the park board. It is assumed that we would be charged at the rate approved by council in December. The district has not yet received a bill from the city for field use though Mr. Thomas has indicated we would be billed according to the user fees. Mr. Nelson said he hoped the lease would be signed by September 26th and we would pay for two football games and a couple of soccer matches. Mrs. Merrill asked if there was a way to figure out what games and practices would cost so far. Mr. Madden said the cost per day is \$545. We were told it would be broken down to any hourly charge. Mr. VanHoof commented that the park board recommendation was different though there were hourly charges for concession stands and other facilities. Mr. Nelson said the December fees resolution is the fallback. Mr. Nickson expressed his concern over the turf replacement, stating that the WIAA standards need to be maintained in order for this to be a facility that could be used for championship games. He added that the district would be responsible to do the replacements when they were needed. Mr. Cassell expressed his concern over the length of the negotiation process. He believes we have negotiated in good faith and on numerous occasions tentative agreements have been made. He is losing patience and is very frustrated. In the end, the intent was for this to be a school district facility for the football team, kids and athletes. This has morphed into something else by the city. Mr. Cassell reiterated how frustrating this is. Mr. VanHoof commented that the lease agreement continues to change and believes both parties want to get it done. He said the lease agreement for the 6-plex with the city could be used with the language reversed. It is a model that has worked. He agreed to being frustrated that the rules continue to change. The matching grant has never been included. We have gone from a lease agreement to a user agreement and back again. Going back to the 6 plex lease which has worked, he suggested the city change the names and use the same language. We've not required the city to do what they are asking. He was sorry Mr. Reynolds was on vacation as it comes at a hard time in the negotiation process. Mr. VanHoof said the board wanted to discuss the process publicly and it was nice to hear all five talk about it. He added that the board needs to give Mr. Nelson direction on how to proceed. This is a costly process for us as we don't have in-house counsel like the city. Mrs. Merrill expressed her concern over the breakdown of relationship with the city and their longstanding use of our facilities with minimal or no fees. We could consider drawing up a use agreement and the city could also pay us. It would be the breakdown of a key relationship in our community. She asked if we would be paying much more if we took the football games to an out of town venue as it appears we will be paying city fees

well into October. Mr. Cassell commented that the fee structure could change at any time and we may have to look elsewhere which would be extremely unfortunate. Mr. Nickson added that using a different venue or having to rent the new stadium is the beginning of a downhill slide. Mr. VanHoof remarked that the council has given their vision which is the same as ours. We need to get the language right as it keeps changing. There is no problem with the base agreement. The district needs to keep negotiating to get this done. Mrs. Merrill encouraged Mr. Nelson to take a message from the board that there is a sense of urgency and we need to have the agreement resolved in 30 days so that we can start planning. She doesn't believe the city has the same sense of urgency and we don't know what will be added to the agreement down the road. Mrs. Schroeder asked about the resolution in December. Mr. VanHoof explained that the district will be charged an hourly rate according to the fee resolution from December. Mrs. Schroeder asked what kind of bill we will have for a game. Mr. VanHoof complimented the city for their hard work in getting the field ready for last Friday's game saying they worked up to the last minute to have things ready. He added that this conversation is about the lease and agreed with Mrs. Merrill that we need to send a message that there is a sense of urgency by the board to get this done. It will send a clear message to the community when we can get this resolved. Mr. Nickson concurred.

Mr. Nelson asked if the board has any interest in paying money for field use. Mr. Cassell responded, absolutely not and Mr. VanHoof said they were all in agreement. Mr. Nelson asked about the city's request to schedule events at the field free of charge if they come to us and we don't have anything scheduled for that time. That is currently part of the agreement language. Mr. VanHoof said the board agrees to that language, using Creation Fest as an example of an organization having a 10 year agreement in place. He added that the district knows their big dates and are willing to work with them. Additional discussion followed on that issue. Mr. Nelson stated that we are working to set up fees based on the fee schedule patterned after Sumner and the Sunset Stadium. Mr. Nelson said he has clear direction from the board that they want a lease. He will work to get information about the current charges. Mr. Cassell reiterated that he would like the sense of urgency message conveyed and that the agreement be completed by mid-October. Mr. Nelson believes that would be doable as the city meets September 26th and October 2nd. Mr. VanHoof said we have to respect their process and that they operate differently than we do. Mr. Cassell responded that as long as we are moving forward and there is no more shell game. Mr. Nelson said that it was a grand opening of the field and that the next soccer match is scheduled for the 13th. He would love for the community to be involved in a grand opening for soccer! Chris Searcy was amazing in getting the field open. A lot of good continues to come from this! Mr. VanHoof said that YEAS apologized for the malfunction of the scoreboard at the first game. He added that it is still one of the best places in the state to watch a game. The Hornets won so we are off to a good start!

Mr. VanHoof called for a brief recess at 7:11 pm and said the meeting would reconvene at 7:15 pm to for an assessment update.

B. Assessment Update:

Mr. Parker, Director of Curriculum, Instruction and Assessment, updated the board on the most current MSP-HSPE scoring data showing scoring comparisons from 2004 through 2011. He also distributed comprehensive summary reports of the information (documents are on file). The board had the opportunity to ask questions following his presentation.

III – DEBRIEF MEETING

The board debriefed the meeting.

IV – ADJOURNMENT

This meeting adjourned at 7:45 p.m.

President, Board of Directors

Secretary, Board of Directors