

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Sunset School Park - Memorandum of Understanding
DEPARTMENT: Parks, Recreation and Cultural Services
PRESENTED BY: Dick Deal

PROBLEM/ISSUE STATEMENT:

This report provides Council with background and a recommendation regarding a proposed Memorandum of Understanding between the Shoreline School District and the City of Shoreline creating a framework agreement for the visioning process and potential development of a park on the land area of the District-owned Sunset Elementary School in Shoreline.

RECOMMENDATION

Staff recommends that Council approve the Memorandum of Understanding between the City and the Shoreline School District to guide planning and future development of the former Sunset Elementary School site in Shoreline.

Approved By:

City Manager 

City Attorney 

**Background:
Sunset School**

At the end of the 2006-2007 school year, the Shoreline School District closed the Sunset elementary School located at 17800 10th Avenue NW in Shoreline. Declining enrollments for elementary age students was the primary factor in the District's decision to close the school.

In the intervening months since the closure, there has been growing interest in the community with regard to the future of the school site. This interest led to the creation of a citizen's group known as the "Friends of Sunset School". The purpose of the Friends of Sunset Park (Friends) was to energize the community and provide a broad-based planning process to look to at creative re-use of the former school site.

Staff from the Parks, Recreation and Cultural Services Department of the City began discussions with members of the Friends to see if opportunities existed for a shared planning process for the former school site and the Boeing Creek Open Space.

Planning for a Joint Study:

The City of Shoreline recently completed major improvements to the Boeing Creek Park site located south of NW175th Street, adjacent to Shoreview Park. Another parcel of Boeing Creek Park that has not yet been planned for lies to the north of NW 175th Street. This 4.5 acre parcel is a wooded site that connects to the City right-of-way at 8th Avenue NW, immediately adjacent the Sunset School site. The opportunity to look at both Sunset School and the undeveloped portion of Boeing Creek Park as an integrated planning effort gives the City of Shoreline an opportunity to look at trail connections through Boeing Creek Park and the 8th Avenue right-of-way to regional connections for pedestrian and bicyclists through this part of the City. The opportunity to develop a plan for both of these sites was viewed favorably by the Friends. Initial meetings were very positive and it was clear that the Friends and the City would benefit from looking at both parcels as an integrated planning process.

In April, 2009, the Friends and City of Shoreline staff began discussions with the Shoreline School District to better understand the District's position with regard to development of a plan for the Sunset School site. The District was amenable to having the site developed for park purposes, but wanted to retain ownership of the property and retain the long-term right to re-use the site for school purposes should demographic conditions dramatically change in generations ahead.

Memorandum of Understanding:

It was determined that a Memorandum of Understanding between the District and the City would be appropriate to lay out the roles, responsibilities and expectations of each party in the visioning process for the joint study and subsequent development of the Sunset School park site. A preliminary draft was prepared by the City and the District made modifications for discussion. After two subsequent meetings between the District, the City and the Friends a draft MOU was prepared for City Council and School Board review. The primary elements of the MOU are:

1. The visioning process will be carried out by a consultant retained by the City. The Friends will contribute \$15,000 to the cost of the consultant contract and the City will provide \$34,950, for a contract total of \$49,950. The City funds for the consultant contract will come out of the Boeing Creek project balance. The District will not be involved financially in the planning effort.

2. If both the School Board and the City Council adopt the master plan for the Sunset School and Boeing Creek sites, the City will have three years in which to apply for development funding for the project.

3. The District retains ownership of the Sunset Park site and reserves the right to re-use the site for school purposes should student demographics change dramatically in the years ahead.

The Memorandum of Understanding has been reviewed by the Shoreline School District and the document is on the agenda for School Board approval at its October 5, 2009 meeting.

FINANCIAL IMPACT:

The City's commitment to the master planning consultant effort will not exceed \$34,950. Funds for this consultant effort will come from the Boeing Creek Park fund which has a current remaining balance of \$65,249.

City of Shoreline staff will regularly update the City's Park Board, City Council and Shoreline School Board on the visioning process and status of the project.

RECOMMENDATION

Staff recommends that Council approve the Memorandum of Understanding between the Shoreline School District and the City of Shoreline to guide planning and future development of the former Sunset Elementary School site in Shoreline.

Approved By: City Manager ____ City Attorney ____



DRAFT

**SITE PLANNING AGREEMENT
SUNSET ELEMENTARY SCHOOL SITE**

WHEREAS, the Shoreline School District #412 ("District") owns a parcel of property located at 17800 10th Avenue NW, which was the former Sunset Elementary School site ("Site"); and

WHEREAS, the District and the City of Shoreline ("City") (collectively, the "Parties") desire to work together and with the community to develop a master site plan for improvements to this Site to provide recreational use to the community; and

WHEREAS, the District retains ownership of the site for potential future use of the Site for school purposes, if needed; which need will be determined exclusively by the District;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The City of Shoreline is granted access to the Site for development of the master site plan. The City, with contributions from the Friends of Sunset School, shall bear all costs of the visioning process to create a master plan for the former Sunset Elementary School site.
2. The District shall provide the City of Shoreline access to all documents in possession of the District for the Sunset School facilities and property, not limited to construction documents, as-builts, maintenance records, survey documents and utility costs to aid in the development of the master site plan.
3. The Parties agree that the visioning process for a new park master site plan will include the creation of a building footprint on a conceptual site plan that delineates such future potential school site.
4. The Parties agree that any temporary third-party rental of the Site will be a component of the community visioning process for creation of a master site plan.

5. If the Parties both approve a master site plan for the Site, they agree to create an addendum adding the Site to the Parties' joint use agreement.
6. If the District approves the master site plan, then:
 - a. the District agrees not to develop any alternative plans for the Site for three (3) years from the date of the District's approval of the master site plan in order to give the City sufficient time to raise the funding for construction of the improvements;
 - b. the Parties agree that for a minimum of three (3) years following the District's approval of this agreement, the District may lease or rent the Site to a third party, but in no event shall this lease or rental program extend beyond the timeframes set forth in the master site plan without the written approval of both Parties.
 - c. the District agrees that any lease or rental agreement for use of the Site shall be subject to termination by the District without cause upon 18-month notice.
 - d. the City agrees to give the District at least 18 months notice prior to construction of the Site for park purposes. The District agrees to provide 18 months notice to any third party occupying the Site.
 - e. the District agrees that, after receiving notice of construction from the City, the District will not enter into a lease that conflicts with the City's construction schedule.
7. The District and the City agree that maintenance of the Site shall be the responsibility of the District (or designated third party) until construction of the Site commences. After commencement of construction, the City will assume responsibility of those structures or areas used by the City as set forth in the addendum to the joint use agreement.

CITY OF SHORELINE

SHORELINE SCHOOL DISTRICT

By: _____

Robert L. Olander
City Manager

Sue Walker
Superintendent

Approved as to Form:

Approved as to Form:

Ian R. Sievers, City Attorney

School District Attorney

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