

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Motion to Authorize the City Manager to Execute the Sunset Park Joint Use Agreement Addendum with the Shoreline School District Addendum for Sunset School Site
<b>DEPARTMENT:</b>	Parks, Recreation, and Cultural Services
<b>PRESENTED BY:</b>	Dick Deal, PRCS Director

**PROBLEM/ISSUE STATEMENT:**

Joint Use Agreement

In August 2000 the City of Shoreline and Shoreline School District (SSD) entered into a Joint Use Agreement (JUA) that approved the shared use of several City and school facilities. This agreement allows the City and School district to cooperatively schedule many buildings and athletic fields, maximizing the public benefit of these facilities. Both parties agreed that a coordinated and cooperative scheduling of public facilities is the best way to maximize facility use while ensuring that they are maintained as sustainable community assets.

Sunset School Park Addendum

The Council discussed the proposed Addendum to the Joint Use Agreement between the City of Shoreline and the Shoreline School District during the Council's December 10, 2012 meeting. That evening the Shoreline School Board approved the Addendum (Attachment A) at their board meeting.

On December 10, 2012 the Friends of Sunset Park expressed concern regarding language in Section 7 on the removal of the covered play structure. Staff is comfortable with the language in Section 7 and will work with the Shoreline School District when funds are available to remove the shelter and make improvements as identified in the Master Site Plan.

The SSD is in the process of removing the old Sunset Elementary School building and foundation. This work is scheduled to be completed by the end of 2012 or early 2013.

**FINANCIAL IMPACT:**

*Capital Improvements*

The City's adopted 2013 – 2019 Capital Improvement Plan (page 343 of the 2013 Proposed Budget) lists the Sunset School Park project. \$204,990 is available for improvements to the site once the SSD has cleared the building and foundation. These funds are the balance from the King County Hidden Lake sewer project mitigation funds. This will only fund a small portion of the improvements identified in the Sunset School Park master site plan. If Council authorizes the City Manager to sign the Addendum,

City staff will begin working with the community to determine the phase 1 improvements to be designed and constructed within the City's adopted budget for 2013.

#### *Annual Maintenance*

The Sunset site is currently maintained by the SSD. Upon approval of the Addendum, the City will assume the maintenance responsibilities for the site plus handle all field scheduling.

The City currently maintains a turf area just west of the Shoreline Stadium that was included in the initial Joint Use Agreement. The intent is to transfer the maintenance of the site next to the stadium back to the SSD (it is adjacent to their grounds maintenance yard). The area next to the stadium and the currently developed portion of Sunset School are similar in size. The cost of mowing, fertilizing, overseeding and aeration will be transferred from the stadium site to Sunset. The cost of maintaining the grounds at Sunset School Park will increase as improvements are made over the years. The City will also have to budget for a portable toilet year-round, garbage collection, and water use for the irrigation system. Staff estimates that this will cost an additional \$8,000 annually. These costs were anticipated and included in the City's 2013 adopted budget.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the Sunset School Park Addendum to the Joint Use Agreement between the City of Shoreline and the Shoreline School District.

Approved By:            City Manager DT            City Attorney IS/FC

### **ATTACHMENTS**

Attachment A – Addendum to Joint Use Agreement for Sunset School Park

**ADDENDUM TO JOINT USE AGREEMENT**

**SUNSET SCHOOL SITE**

Shoreline School District #412 and the City of Shoreline have entered into a Joint Use Agreement dated August 29, 2000 ("Agreement"). This Addendum to that Agreement relates to the use of Sunset School Site, located at 17800 10<sup>th</sup> Avenue NW. Authority for this Addendum is contained in Chapter 39.34 RCW (interlocal cooperation act) and Chapter 28A.335 RCW (school district property).

**A. Context and History**

The District owns the above-referenced parcel of property in Shoreline, Washington, which formerly was the site of Sunset Elementary School ("Property").

The parties wish to make the Property available for public recreational use. In 2008, the parties entered into a mutual commitment to the development of a community park on the Property, contingent on a community group securing funding for park planning by 2010. The funding was obtained and the City completed a Master Plan for development of the Property with park amenities including sports fields, a community garden, a playground, paths, and picnic facilities.

Construction of the park facilities will be the responsibility of the City of Shoreline, and the schedule and intended improvements shall be coordinated with the District as described in section 9 of the above-referenced Joint Use Agreement.

**B. Intent**

This Addendum is intended to formalize this cooperative use of the parties under the Joint Use Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

**1. District Right to Reclaim**

The District does not currently need the Property for a school building. However, pursuant to RCW 28A.335.040, the District may reclaim the Property for school district purposes and remove the Property from the Joint Use Agreement if needed for school facilities, upon twelve (12) months advance notice to the City.

Site & Boeing Creek Open Space master plan, Exhibit A), including but not limited to picnic shelters, restrooms, playgrounds, sports courts, or skateboard areas.

## **2. Removal of Property**

If the District elects to reclaim the Property pursuant to Section 1 above, the District shall have the option to keep any fixtures installed by the City, including but not limited to play structures and sport courts, by paying the City the depreciated value of the improvements as described in section 14 of the Joint Use Agreement. Alternatively, the City shall remove the improvements at the District's request. The District shall pay the cost of removal.

## **3. Option to Buy**

If the District elects to sell any or all of the Property during the period of this Agreement, it shall first notify the City. Within ninety (90) days of this notification, the City will notify the District of its intent to negotiate a purchase-sale agreement for the Property or a portion thereof. The terms of any purchase by the City pursuant to such election shall be as follows:

- (a) The purchase price shall be fair market value set pursuant to RCW 28A.335.120 for the portion of the property being sold, less the remaining depreciated value of the City's improvements being sold;
- (b) Cash at closing;
- (c) Closing within one (1) year of the City's notification to the District of its intent to purchase the property;
- (d) Insurable fee simple title.

## **4. Maintenance**

The City shall have sole responsibility for maintenance and upkeep of the Property for the duration of this Agreement. The City shall provide security and supervision of the Property consistent with that provided in other City of Shoreline parks. The City shall be solely responsible for handling reservations and scheduling use of facilities. The City shall be entitled to all revenue received from park use fees and reservations.

## **5. Memorial Garden**

The City shall retain the Memorial Garden at its current location along 10<sup>th</sup> Avenue NW, regardless of other improvements that may be done on the site by the City.



**6. Demolition of school building**

The District shall arrange and pay for the demolition of the Sunset Elementary School building, and shall complete the demolition by the end of 2012 unless unanticipated circumstances, events, or conditions create delay. Demolition will include the removal of the building improvements, foundation, and surrounding asphalt/landscaped area as shown on Exhibit B.

**7. Facility Development**

Development of the Property for public recreational purposes shall proceed in accordance with the Sunset School Site & Boeing Creek Open Space master plan, attached as Exhibit A to this Agreement. The current covered play area, shown on Exhibit B to this Agreement, shall not be demolished and shall be made available for recreational use until such time that the City and School District mutually agree to its removal by the City with a funded option to develop the transition zone outlined in the master plan.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF SHORELINE

BY \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Approved as to form

BY \_\_\_\_\_

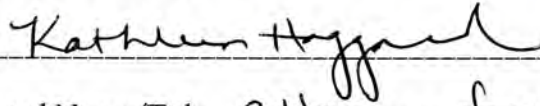
Printed Name/Title: \_\_\_\_\_

SHORELINE SCHOOL DISTRICT #412

BY 

Printed Name/Title: Susanne M. Walker, Superintendent

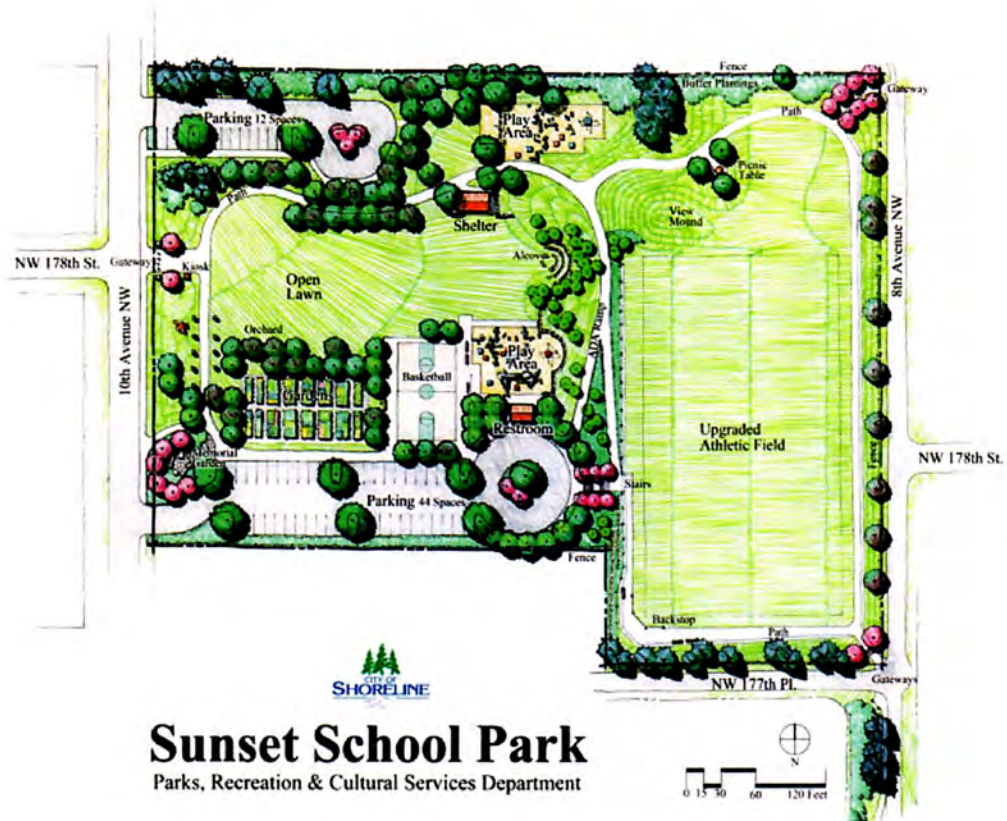
Approved as to form

BY 

Printed Name/Title: attorney for District

## Exhibit A

### Sunset School Site & Boeing Creek Open Space Master Plan, May 2010





### Map of Sunset School Demolition Area

