

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Kruckeberg Botanic Garden Foundation Service Agreement
DEPARTMENT:	Parks, Recreation, and Cultural Service
PRESENTED BY:	Dick Deal, PRCS Director & Ian Seivers, City Attorney

PROBLEM/ISSUE STATEMENT:

In 1998 the Kruckeberg Botanic Garden Foundation (KBGF) became a corporation with the objective of helping conserve the garden owned by Dr. Art and Mareen Kruckeberg. The foundation was created to assist with the management of the plant collection, garden maintenance, and conduct tours and workshops. The KBGF is a designated tax-exempt 501(c) (3) organization that is governed by a Board of Directors.

With the pending sale of the 4-acre site by Dr. Kruckeberg to the City of Shoreline, the KBGF contacted the City and expressed interest in managing and operating the Garden and continuing the stewardship of this unique plant collection for the community to enjoy.

The City and Foundation developed a Service Agreement (attachment A) that will create a partnership between the City and Foundation to achieve the goal of preserving this valuable community resource. The Agreement will ensure that the Garden is maintained at an adequate standard, the plant collection is preserved and enhanced, and that the Garden remains an environmental and educational resource for citizens of all ages.

In the Service Agreement, the Foundation agrees to the following:

General Maintenance Standards. The Foundation agrees to operate, maintain and improve the Garden so as to maintain and enhance a regionally significant botanic garden and collection of species native to lowland forests of the Puget Sound Basin, as well as non-native species compatible with the region, based on the botanic diversity, woodland setting, and naturalistic design of the Garden.

Plant Collections. The Foundation shall maintain and develop the plant collections, including the addition of new specimens. Computer and other documentary records pertaining to the botanic collection, including mapping plant locations shall be maintained and updated as necessary.

Public Outreach and Education. The Foundation shall provide staff for supervision of volunteers, docent/steward training programs, garden tours, horticultural programs, lectures and other educational programs, or private events as approved by the City.

Work Plan. The Foundation shall prepare an annual work plan for the operation and maintenance of the Garden outlining a proposed schedule of activities for the upcoming year. This plan shall include budget recommendations for City expenditures that will enhance the Garden.

Irrigation & Utilities. The Foundation shall perform routine maintenance and repair of the irrigation system.

In the Service Agreement, the City agrees to the following:

Waste Pickup: The City will haul garbage, yard debris and recyclables from the designated bins at the Garden. Upon request by the Foundation, the City will also assist with annual spring and fall clean-up at the Garden by hauling away extra waste and debris.

City Support for Garden Maintenance: Upon request by the Foundation, City will provide supplemental staff and equipment as resources allow, for grounds maintenance.
Utilities for Garden Maintenance: City staff will design and construct the irrigation system, and will make modifications on an annual basis. City staff will also be responsible for spring irrigation system activation and fall winterization of irrigation and well equipment. City will pay for utilities to the property except those used by the residences leased to Dr. Kruckeberg.

Printing: The City will create and publish an annual four (4) page Garden promotional flyer, posters for public activities and events, and a Garden tour map. Additional printing requests must be submitted and approved by the Parks Director.

Grant Writing / Other Fund Raising Assistance: The City will provide grant writing research and assistance to the Foundation, as resources are available.

Marketing Promotion of Garden: The City will market Garden activities in the Recreation Guide, and advertise activities in the City Currents publication as space is available. In addition, the City will include Garden information on the City website. The City cable Channel 21 will be available for Garden information and City sponsored events.

Security: The City will add the Garden to the City security contract, purchase and install signage stating the name of the Garden and the hours of operation. City shall provide and maintain signage and necessary fencing limiting public access to leased areas of the Property.

Use of Property for Fundraising. The Foundation may use existing Garden plant stock for on-site plant propagation for exclusive fundraising by the Foundation so long as the propagation does not damage existing plant stock or interfere with Garden aesthetics or public access. The Foundation may conduct retail plant sales in the Garden equivalent to past sales activities of the Kruckebergs' MsK Nursery. The Foundation may also use the Garden for limited programs and activities which do not conflict with City sponsored activities or reasonable public access.

Compensation. Fees for all Foundation staffed events and programs approved by the City will be retained by the Foundation. Following the Parks Recreation Program formula, eighty percent (80%) of fee revenue from City sponsored programs and events which are staffed by the Foundation shall be retained by the Foundation. Finally, as discussed below, the City agrees to pay a three year start-up reimbursement of one-half of the Foundation's actual costs of labor and expenses in meeting its operation and maintenance obligations plus 15% of these invoiced costs for management and overhead of the Foundation.

FINANCIAL IMPACT:

For the first three years of the Service Agreement the City will contract with the Foundation for maintenance and other services as outlined in the Agreement in an amount not to exceed \$40,000 in any one year and \$100,000 for all three years combined.

It is anticipated that Foundation costs will be shared equally between the City and Dr. Kruckeberg. Although not an obligation in the Purchase Agreement, the City expects Dr. Kruckeberg to file instructions in the closing escrow directing \$100,000 of his proceeds be placed in an irrevocable trust to match City payments for Garden operations and maintenance, either to the Foundation or to the City if the agreement with the Foundation terminates. These instructions have been jointly drafted and this gift of support to the Garden is recited as a financial contingency for accepting the property by the City in the Purchase Agreement.

The combined \$200,000 for the first three years expenses is intended to help support the Foundation during an establishment period and give them time to create new fundraising opportunities and increase membership and donations with the goal of the Foundation being self-supporting after the three year period.

The City will also fund the development of a master site plan for Kruckeberg Garden that will guide the development of capital improvements to the Garden. This master planning process will commence in 2008 and be completed within 18 months. \$75,000 is budgeted in the 2008 – 2013 CIP for this planning effort and will be paid with proceeds from the 2006 Parks Bond.

RECOMMENDATION

Staff recommends that Council approve the service agreement between the Kruckeberg Botanic Garden Foundation and the City of Shoreline.

Approved By:

City Manager 

City Attorney 