

Ordinance No. 122890

Council Bill No. 116416

AN ORDINANCE authorizing the purchase, for park, open space, and recreation purposes, of real property commonly known as a portion of the former Crown Hill Elementary School, located at 9089 Holman Road Northwest, from Seattle School District No. 1, authorizing acceptance of the deed, authorizing the creation of an Opportunity Fund Project consistent with the requirements of Ordinance 120024, making appropriations, amending the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund, all by a three-fourths vote of the City Council.

CF No. _____

Date Introduced:	<u>12-1-08</u>	
Date 1st Referred:	To: (committee)	
<u>12-1-08</u>	<u>Parks and Seattle Center</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>12-15-08</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>12-16-08</u>	<u>12-12-08</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>
<u>12-22-08</u>	<u>7</u>	F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Tom Roemer

Councilmember

Committee Action:

12-9-08 ^(E) pass as substituted + amended ~~2-0~~ TR, PC

12-15-08 Passed 9-0

This file is complete and ready for presentation to Full Council.

Committee: _____

(initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

ORDINANCE 122890

1
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3 real property commonly known as a portion of the former Crown Hill Elementary School,
4 located at 9089 Holman Road Northwest, from Seattle School District No. 1, authorizing
5 acceptance of the deed, authorizing the creation of an Opportunity Fund Project
6 consistent with the requirements of Ordinance 120024, making appropriations, amending
7 the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the
8 City's Consolidated (Residual) Cash Pool, or its participating funds, to the 2000 Parks
9 Levy Fund, all by a three-fourths vote of the City Council.

7 WHEREAS, Ordinance 120024 proposed the Neighborhood Parks, Green Spaces, Trails, and
8 Zoo Levy ("2000 Parks Levy") to provide funding for, among other things, property
9 acquisitions and park improvement projects identified by neighborhood and community
10 groups; and

10 WHEREAS, the voters of Seattle approved the 2000 Parks Levy on November 7, 2000; and

11 WHEREAS, Ordinance 120024 established a Parks and Green Spaces Levy Oversight
12 Committee ("Oversight Committee"), with responsibilities to include adopting evaluation
13 criteria and recommending Opportunity Fund awards to the Superintendent of the
14 Department of Parks and Recreation ("Superintendent"), Mayor, and City Council; and

14 WHEREAS, Ordinance 120024 identified the Crown Hill School Open Space Development
15 project for development with 2000 Parks Levy funding in the Neighborhood Park
16 Development Category; and

17 WHEREAS, on September 6, 2007, the Seattle Public Schools Board of Directors approved an
18 amendment to the Facilities Master Plan designating Crown Hill Elementary School
19 "Non-essential (Surplus)" and setting a procedure for its sale; and

19 WHEREAS, the amendment to the Seattle Public Schools Facilities Master Plan states "portions
20 of sites at ... Crown Hill which are currently used as parks or playgrounds or are not
21 currently used by the tenants should be offered for acquisition as public open space"; and

22 WHEREAS, the Crown Hill School Open Space Development project is supported by the
23 community; and

23 WHEREAS, the Crown Hill School Open Space Development project cannot be completed
24 without the acquisition of the subject property; and



1 WHEREAS, the Oversight Committee twice held public meetings, on June 25, 2007 and October
2 27, 2008, about the proposal to acquire the subject property in order to accomplish the
underlying purpose for which the property was listed in the 2000 Parks Levy; and

3 WHEREAS the Oversight Committee supports the City's acquisition of the subject property; and

4 WHEREAS, on October 27, 2008 the Oversight Committee recommended the Crown Hill
5 Acquisition as a new Opportunity Fund project; and

6 WHEREAS, there is sufficient cash in the City's Consolidated (Residual) Cash Pool or its
7 participating funds to support a loan of approximately One Million Six Hundred
8 Thousand Dollars (\$1,600,000); and

8 WHEREAS, it is anticipated that this debt will be repaid from revenues authorized in Ordinance
9 120024; and

10 WHEREAS, the City of Seattle has determined that the property at 9089 Holman Road
11 Northwest meets the criteria to address open space needs established in Seattle's Park and
12 Recreation Comprehensive Plan and Seattle's Parks and Recreation Plan 2000, and that it
13 is in the public's best interest to acquire the same for park, open space, and recreation
purposes;

14 WHEREAS, acquisition of this specific park and open space was one of the high priorities in the
15 Crown-Hill section of the Ballard-Crown Hill Neighborhood Plan;

16 WHEREAS, in the Approval and Adoption Matrix approved in Resolution 29775 the City
17 committed to working to implement that recommendation; and

18 WHEREAS, the City Council continues to be committed to strive to implement neighborhood
19 plan recommendations; NOW, THEREFORE,

20 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

21 Section 1. Accepting the recommendation of the Parks and Green Spaces Oversight
22 Committee and consistent with Ordinance 120024, the City Council hereby authorizes the
23 creation of a new 2000 Parks Levy Opportunity Fund Project known as Crown Hill Acquisition.

24 Section 2. To complete the project described in Section 1, the Superintendent of Parks
25 and Recreation ("Superintendent"), or his designee, is authorized, on behalf of the City of
26



1 Seattle, to acquire real property commonly known as 9089 Holman Road Northwest for a
2 purchase price not to exceed Five Million Four Hundred Thousand and No/100 Dollars
3 (\$5,400,000.00), substantially in accordance with the terms of the Real Estate Purchase and Sale
4 Agreement attached hereto as Attachment 1 ("Agreement"). The legal description of the real
5 property (referred to hereafter as the "Property") is as follows:

6 Parcel Y of City of Seattle Lot Boundary Adjustment 3009678 also described as:
7

8 That portion of the West one-half of the Northeast one-quarter of the Northwest one-quarter of
9 the Southwest one-quarter of Section 36, Township 26 North, Range 3 East W.M.,
10 COMMENCING at the northwest corner of said subdivision,
11 Thence South 88°38'37" East along the north line of said subdivision a distance of 30.00 feet,
12 Thence South 01°12'52" West along a line that is 30 feet east of and parallel with the west line
13 of said subdivision a distance of 450.00 feet to the TRUE POINT OF BEGINNING;
14 Thence continuing South 01°12'52" West along said line a distance of 212.62 feet to the
15 centerline of vacated NW 92nd Street,
16 Thence South 88°46'30" East along said centerline of vacated NW 92nd Street a distance of
17 112.52 feet to the northwesterly margin of Holman Road NW,
18 Thence North 54°12'15" East along said northwesterly margin a distance of 199.72 feet to an
19 intersection with the west line of the east 30.00 feet of said subdivision as established by the City
20 of Seattle Ordinance No. 87198,
21 Thence North 01°10'05" East along said west line of the east 30 feet a distance of 252.75 feet,
22 Thence North 88°38'37" West parallel with the north line of said subdivision a distance of
23 163.80 feet,
24 Thence South 01°12'52" West parallel with the westerly line of said subdivision a distance of
25 161.00 feet,
26
27



1 Thence North 88°38'37" West parallel with the north line of said subdivision a distance of
2 108.00 feet to the TPOB.
3 TOGETHER WITH a 10 foot easement over Parcel X for maintenance and repair, per Joint Use
4 Agreement, of a portion of the existing storm drain system which is depicted on Seattle School
5 District No. 1, Crown Hill Elementary School Mechanical Plan M-5 dated 3-08-48 and on page 3
6 of City of Seattle Lot Boundary Adjustment No. 3009678.
7 SUBJECT TO a 10 foot easement for maintenance and repair, per Joint Use Agreement, of a
8 portion of the existing storm drain system which is depicted on Seattle School District No.1,
9 Crown Hill Elementary School Mechanical Plan M-5 dated 3-08-48 and on page 3 of City of
10 Seattle Lot Boundary Adjustment No. 3009678.
11 SUBJECT TO an easement for pedestrian and maintenance use, being a strip of land over the
12 northerly 8 feet of the westerly 155 feet of Parcel Y as established in City of Seattle Short
13 Subdivision No. 8903346.
14 SUBJECT TO a utility reservation over the south 30.00 feet of said property, which south 30.00
15 feet is also known as the north 30.00 feet of NW 92nd St as vacated by King County on March
16 11, 1946 in County Commissioners Volume 44 page 143.
17 ALSO SUBJECT TO a pedestrian overpass easement as established by City of Seattle Ordinance
18 No. 93644.
19 ALSO SUBJECT TO an easement for a waterline over the north 10 feet of the south 15 feet of
20 said property, per record No. 4832852.

21
22 Section 3. The Superintendent or his designee is authorized to execute such documents
23 as he deems necessary or desirable including, without limitation, such consents, approvals,
24 extensions of time and minor amendments of the Agreement as he shall deem appropriate to
25 carry out the intent of this ordinance and to incur necessary costs and expenses to accomplish
26



1 acquisition of the Property consistent with this ordinance. Upon delivery of the statutory
2 warranty deed for the Property, the Superintendent or his designee is authorized to accept the
3 deed on behalf of the City by attaching to the deed his written acceptance thereof, and to record
4 the same. The Property shall be accepted for park, open space, and recreation purposes, and
5 placed under the jurisdiction of the Department of Parks and Recreation.
6

7 Section 4. A loan of up to One Million Six Hundred and One Thousand Dollars
8 (\$1,601,000) of principal is hereby authorized to be made from the City's Consolidated
9 (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund from which may be
10 paid costs to acquire the Property and related debt service costs. Said loan is to be repaid in full
11 with interest on the loan at the rate of return of the City's Consolidated (Residual) Cash Pool.
12

13 Section 5. The entire principal and interest amount of the loan authorized by Section 4
14 owed by the 2000 Parks Levy Fund to the City's Consolidated (Residual) Cash Pool shall be
15 repaid with the revenues received from the 2000 Parks Levy and interest accruing to the 2000
16 Parks Levy Fund. Except as authorized by Seattle Municipal Code Section 5.06.030 (C), any
17 extension of this loan must be approved by ordinance.
18

19 Section 6. The Director of Finance may effectuate the loan authorized in Section 4 by
20 transferring cash from one or more of the funds participating in the City's Consolidated
21 (Residual) Cash Pool to the 2000 Parks Levy Fund or by carrying the 2000 Parks Levy Fund in a
22 negative cash position in an amount not to exceed One Million Six Hundred and One Thousand
23 Dollars (\$1,601,000) until no later than June 30, 2010.
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1 Section 7. In order to pay for the Property and for necessary related costs and
2 expenses, the appropriation for the following in the 2008 Adopted Budget is increased from the
3 fund shown, as follows:

4

Fund	Department	Capital Improvement Program: Program (Number)	Amount
2000 Parks Levy Fund (33850)	Parks and Recreation	2000 Parks Levy – Acquisition Opportunity Fund (K723007)	\$4,674,000

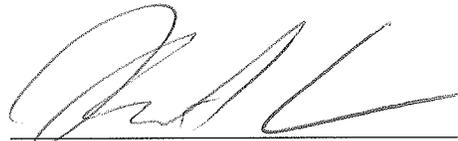
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8

9 Section 9. The 2008-2013 Adopted Capital Improvement Program is hereby amended
10 as shown in Attachment 2.

11 Section 9. Any act consistent with the authority and prior to the effective date of this
12 ordinance is hereby ratified and confirmed.

13
14 Section 10. This ordinance shall take effect and be in force thirty (30) days from and
15 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
16 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

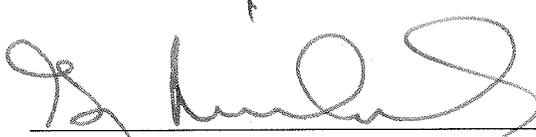
17 Passed by a three-fourths (3/4) vote of all the members of the City Council the
18 15th day of December, 2008, and signed by me in open session in authentication of its
19 passage this 15th day of December, 2008.

20
21
22 

23 President _____ of the City Council

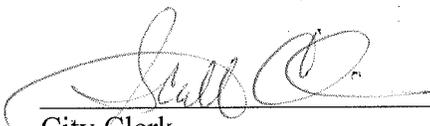
24 Approved by me this 19th day of December, 2008.





Gregory J. Nickels, Mayor

Filed by me this 2nd day of December, 2008.



City Clerk

(Seal)

Attachment 1: Real Estate Purchase and Sale Agreement

Attachment 2: 2008-2013 Adopted Capital Improvement Program Amendment

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between SEATTLE SCHOOL DISTRICT NO. 1, a municipal corporation, ("Seller"), and THE CITY OF SEATTLE, a Washington municipal corporation ("Buyer") as of the date this Agreement is executed by both Buyer and Seller ("Effective Date"). The real property that is the subject of this Agreement is situated in King County, Washington, and legally described in Exhibit A attached hereto ("Land"). The Land together with all permanent improvements thereon and all rights, privileges, easements and other appurtenances thereto are hereafter referred to as the "Property".

RECITALS

- A. Seller desires to sell and Buyer desires to purchase the Property.
- B. Seller is named as defendant in King County Superior Court Cause No. 08-2-237432-7SEA regarding the sale of surplus school property, including the Property ("Pending Action").
- C. Plaintiffs in the Pending Action seek, among other things, to enjoin Seller's sale of the Property to Buyer.
- D. Seller has filed a motion for summary judgment seeking dismissal of the Pending Action with prejudice, but the timing of the final resolution of the Pending Action is unknown.
- E. Seller desires to close the sale of the Property to Buyer as soon as possible.
- F. Buyer is unwilling to proceed with closing without assurances from Seller, including indemnification by Seller with respect to the Pending Action.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

AGREEMENT

1. Purchase Price; Payment. Subject to the provisions of this Agreement Seller shall sell and Buyer shall purchase the Property for a price of **Five Million Four Hundred Thousand and NO/100 Dollars (U.S. \$5,400,000.00)** ("Purchase Price"). The Purchase Price is payable as follows:



Attachment 1

1.1 Deposit. Within five (5) days of the execution of this Agreement by Buyer and Seller, Seller will open an escrow account with Stewart Title Guaranty Company; 1420 Fifth Avenue Suite 500; Seattle, WA 98101 (referred to hereafter as “Escrow Agent” or “Title Company”). Within five (5) days of the execution of this Agreement by Buyer and Seller, Buyer shall deliver to Escrow Agent a deposit of Five Thousand and NO/100 Dollars (\$5,000.00) (the “Deposit”) together with a copy of the fully executed Agreement. Escrow Agent shall place the Deposit in an interest-bearing account for the benefit of the Buyer. Escrow Agent shall apply or disburse the Deposit as provided in this Agreement. At closing, Escrow Agent shall apply the Deposit together with interest, if any, to the Purchase Price.

1.2 Payment of Remainder of Purchase Price. The balance of the Purchase Price shall be payable in cash, certified funds or wire transfer at closing.

2. Conveyance; Title Insurance.

2.1 Conveyance. Seller shall convey title to the Property to Buyer by statutory warranty deed, free and clear of any and all liens, encumbrances, defects, easements, conditions, and restrictions except those listed on Exhibit B or accepted in writing by Buyer (collectively referred to as “Permitted Exceptions”).

2.2 Title Insurance. Title to the Property shall be insured under a standard coverage owner’s policy of title insurance issued pursuant to the preliminary commitment for title insurance and all supplements thereto from the Title Company, No. 08201511, dated November 17, 2008 (“Title Report”), subject only to the Permitted Exceptions.

3. Conditions Precedent; Feasibility Period.

3.1 Buyer Conditions. The obligations of Buyer under this Agreement shall be subject to the fulfillment and satisfaction of the following conditions, which are for the benefit of Buyer and may be waived only in writing by Buyer. If any condition is not satisfied or waived in writing on or before closing, or such earlier date as provided below, then this Agreement shall terminate, and the parties shall have no further obligations under this Agreement, except that Buyer shall be entitled to return of the Deposit together with interest, if any.

3.1.1 Lot Boundary Adjustment. Prior to closing, a lot boundary adjustment shall have been completed pursuant to SMC Chapter 23.28 to adjust the boundary between Parcels A and B, as shown on Exhibit C, so that Seller can lawfully convey the Property to Buyer at closing. It is understood between Buyer and Seller that Buyer shall make the necessary surveys and prepare all necessary documentation to effect the lot boundary adjustment. Seller shall cooperate with Buyer and will sign necessary applications and documentation. Buyer shall pay all costs of the lot boundary adjustment initially. At closing, Seller shall pay Buyer Four Thousand and no/100 Dollars (\$4,000.00). In the event this transaction does not close, and the Seller elects to complete the lot boundary adjustment, Seller shall pay Buyer Four



Attachment 1

Thousand and no/100 Dollars (\$4,000.00) upon demand for all costs incurred by Buyer to make the necessary surveys and file all necessary documentation to effect the lot boundary adjustment.

3.1.2 Council Approval of Transaction. On or before January 16, 2009, an ordinance shall have been passed by the Seattle City Council and not disapproved by the Mayor authorizing Buyer to engage in the transaction contemplated by this Agreement and appropriating funds to complete this transaction.

3.1.3 Debris and Personal Property. On the date of closing, the Property shall be free of all garbage, waste and debris. Seller shall, at Seller's cost and expense, cause all garbage, waste and debris to be removed from the Property, and Seller will hold Buyer harmless from all claims and expenses arising from such removal.

3.1.4 Pedestrian Overpass Easement. On the earlier of the date of closing or Seller's conveyance of any interest in Parcel X, as described on Exhibit C attached hereto, Seller shall have relinquished, by recorded document acceptable to Buyer and Title Company, all of Seller's right, title, and interest in the Grantor reservation contained in the Easement dated January 29, 1965 and recorded under King County recording number 5853981.

3.1.5 Termination of Agreements for Ballfield, Open Space and Other Uses. On the earlier of the date of closing or Seller's conveyance of any interest in Parcel X, as described in Exhibit C attached hereto, Seller shall have provided Buyer evidence acceptable to Buyer that all rights of Small Faces Child Development Center, its sub-tenants, licensees, permittees or others with use of the property by virtue of any agreement have been extinguished.

3.1.6 Title Insurance. On the date of closing, Title Company shall be irrevocably committed to issuing to Buyer an owner's standard coverage policy of title insurance, dated as of the date of closing and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions and general exceptions appearing in the policy form and any Permitted Exceptions.

3.1.7 Compliance With Obligations. Seller shall have performed and complied in all material aspects, at the appropriate times for such performance and compliance, with the obligations, covenants and agreements under this Agreement to be performed by Seller.

3.1.8 Representations and Warranties. The representations and warranties of Seller in this Agreement shall be true and correct in all respects as of the closing date.

3.1.9 No Adverse Changes. As of closing, there shall have been no adverse change in the physical condition of the Property from the Effective Date.

3.1.10 No Environmental Violations. The Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the



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environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions.

3.1.11 Lease. Seller and Small Faces Development Center shall have delivered evidence satisfactory to Buyer that in the event of rescission of Seller's sale to Buyer then Seller or Small Faces Development Center, as applicable, shall lease or sublease, as applicable, of that portion of Parcel Y to the City of Seattle for Fire Station #35 in accordance with the terms and conditions of that certain sublease between Small Faces Development Center and the City of Seattle dated November 5, 2008..

3.2. Seller Conditions. The obligation of Seller to convey the Property to Buyer hereunder shall be subject to the fulfillment and satisfaction of the following conditions within the time periods specified below, which conditions are for the benefit of Seller and may be waived only in writing by Seller, as follows:

3.2.1 Compliance With Obligations. Buyer shall have performed and complied in all material aspects, at the appropriate times for such performance and compliance, with the obligations, covenants, conditions and agreements under this Agreement to be performed by Buyer.

4. Representations and Warranties. On the Effective Date and the date of closing, Seller represents, warrants, and covenants as follows, which representations, warranties, and covenants shall survive closing and shall not be merged in any deed delivered by Seller to Buyer at closing.

4.1 Authority of Seller. Seller, and the person signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations hereunder. When executed and delivered by Seller, this Agreement shall constitute a legal, valid, and binding obligation of Seller.

4.2 Ownership. Seller is the sole owner of the Property.

4.3 Hazardous Substances. Seller has not received notification from any federal, state, or local agency suggesting that the Property is currently in violation of any environmental law or regulation or is or may be targeted for environmental cleanup. To the best of Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under, above or about the Property, including but not limited to soil and groundwater conditions. To the best of Seller's knowledge, there are no cisterns, wells, subterranean storage or underground storage tanks on the Property. Seller warrants that no underground storage tanks have been removed from the Property by Seller.

4.4 The Property. To the best of Seller's knowledge, the Property is free of any material defects, latent or patent, and there are no prescriptive or adverse interests with respect to



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the Property. To the best of Seller's knowledge, there are no boundary problems or encroachments on or from the Property except for the encroachments referenced in a Quit Claim Deed from Seller to the City of Seattle recorded June 20, 1958 under King County recording number 4913724.

4.5 Litigation. There is not pending or threatened any litigation or proceeding affecting the Property or any portion thereof which might materially impair the value or usefulness of the Property or any portion thereof to Buyer or would prevent Buyer from acquiring the Property in accordance with this Agreement except for the Pending Action. Seller has received no written notice of any judgments, orders, or decrees pending or outstanding against the Property or against Seller that would affect Seller's ability to perform Seller's obligations under this Agreement or the use and occupancy of the Property for Buyer's purposes.

4.6 Outstanding Contracts. All persons and corporations supplying labor, materials or equipment to the Property for or on behalf of Seller have been paid and there are no claims of liens. Seller shall indemnify and hold harmless Buyer from and against any and all obligations, costs, and expenses (including reasonable attorneys' fees) for any contract entered into by Seller for improvements to or otherwise affecting or relating to the Property that has not been fully paid and Seller shall discharge all mechanics' and materialmen's liens arising from any labor or material furnished for or for the benefit of Seller prior to the closing date.

4.7 Agreements with Governmental Authorities. Seller has no knowledge of any agreements with governmental authorities, agencies, utilities, or quasi-governmental entities that affect the Property. No consent or approval of any federal, state, or local court or federal, state or local government, bureau, department, commission, or agency is required to permit Seller to execute, deliver, or perform the transactions contemplated in this Agreement except for the lot boundary adjustment referenced in Subsection 3.1.1 above.

4.8 Persons in Possession. As of the closing date the Property will not be subject to any leases, tenancies or rights of persons in possession. Seller will hold Buyer harmless from any and all claims and expenses arising from previous leases, tenancies or rights of persons in possession.

5. Closing.

5.1 Closing Date. Closing shall occur in the office of Escrow Agent on a date agreeable to Seller, but in any event no later than April 30, 2009, unless further extended by written agreement. As used in this Agreement, "closing," "closing date" or "date of closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller in accordance with this Agreement. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of the definition of "closing," "closing date" and "date of closing," as available for disbursement to Seller.

5.2 Prorations; Closing Costs. Surface water management fees and other fees (if any) payable to governmental entities shall be prorated as of the date of closing. Seller shall



Attachment 1

pay real estate excise taxes (if any are due) and real property taxes prorated through the date of closing (if any are due). If Seller is entitled to a reimbursement for overpayment of real property taxes, it shall be Seller's responsibility to seek such reimbursement from the appropriate taxing authority outside of closing. Seller's monetary liens on the Property shall, if not previously discharged, be discharged in full out of the Purchase Price at closing. Seller shall pay the premium for the owner's standard title insurance policy, Escrow Agent's fees and the cost of recording the statutory warranty deed from the Seller.

5.2.1 Interest on Purchase Price to Seller at Closing. If closing does not occur on or prior to January 16, 2009 for no other reason than that Buyer's condition precedent in Subsection 3.1.2 has not been satisfied, then when closing does occur Buyer agrees to pay Seller a delayed closing fee calculated at the rate of 4% per annum simple interest on the Purchase Price ("Interest") from January 16, 2009 through the date of closing. Interest will be considered an additional closing cost paid by Buyer to Seller. In the event Buyer is prepared to close prior to January 16, 2009, no Interest will be due.

5.3 Documents and Funds. Buyer and Seller shall deposit in escrow with Escrow Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. At closing, Seller shall execute and deliver to Buyer in escrow the following documents, each of which shall be in form and substance satisfactory to Buyer: a statutory warranty deed as described in Subsection 2.1 above, a real estate excise tax affidavit, and an affidavit evidencing that Seller is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code.

5.4 Possession. Buyer shall be entitled to possession of the Property upon closing.

6. Risk of Loss. Seller will bear the risk of loss of or damage to the Property until the date of closing. In the event of material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving notice of termination to Seller. If Buyer elects to terminate this Agreement, the Deposit together with interest, if any, shall be refunded to Buyer, and the parties shall have no further rights or obligations under this Agreement.

7. Remedies on Default. If Buyer has performed its obligations under this Agreement, and Seller defaults under the terms and conditions of this Agreement, then Buyer shall be entitled to specific enforcement, or to damages for breach and to terminate this Agreement without further obligation to Seller and to receive return of the Deposit plus interest, if any. If Seller has performed its obligations under this Agreement, and Buyer defaults under the terms and conditions of this Agreement, then the Deposit shall be forfeited to Seller as liquidated damages as Seller's sole and exclusive remedy.

8. Broker Representation. Seller represents and warrants to Buyer that Seller has not incurred finder's, broker's, or other commissions or fees in connection with the sale of the Property. Seller shall indemnify and hold Buyer harmless from and against any liability for such



Attachment 1

commissions or fees incurred by Seller. Buyer represents and warrants to Seller that Buyer has incurred no finder's, broker's, or other commissions or fees payable to any person in connection with the sale of the Property. Buyer shall indemnify and hold Seller harmless from and against any liability for such commissions or fees incurred by Buyer.

9. General Provisions.

9.1 Notices. All notices required or permitted hereunder shall be in writing and shall either be delivered in person, sent by certified mail, return receipt requested, or delivered via facsimile transmittal, and shall be deemed received on the sooner of actual or facsimile receipt or three (3) days after deposit in the mail, postage prepaid, addressed to Seller or Buyer, as the case may be, at the address/facsimile number set forth below and with copies as specified:

Seller: Seattle School District
Property Management Office
2245 South Lander Street
MS 32-151
Seattle, WA 98134
Facsimile: (206) 252-0111 Telephone: (206) 252-0110
Attn.: Ronald English, Deputy General Counsel

Buyer: Seattle Department of Parks and Recreation
800 Maynard Avenue South, 3rd Flr.
Seattle, WA 98134
Facsimile: (206) 233-7038 Telephone: (206) 684-4860
Attn: Terry Dunning

Notice of a change of address or facsimile number shall be given by written notice in the manner specified above.

9.2 Costs. Except as specifically provided in this Agreement, neither party shall be responsible for paying any costs incurred by the other party in connection with this Agreement or otherwise.

9.3 Memorandum of Agreement. This Agreement shall not be recorded, but a mutually approved Memorandum stating the legal description and closing schedule may be prepared, signed, acknowledged and recorded at the request of either party.

9.4 Amendment. This Agreement may be amended only by written instrument signed by Seller and Buyer acting through duly authorized representatives.

9.5 Entire Understanding. This Agreement, and the documents incorporated herein, embody the entire agreement between the parties with respect to the transaction contemplated hereby, superseding all prior expressions by the parties. The terms of this Agreement Attachment 1 to DPR Crown Hill Acq ORD



Attachment 1

cannot be waived except by the written agreement of the party against whom a waiver shall be asserted.

9.6 Time of Essence. Time is of the essence of this Agreement and each term and condition hereof.

9.7 Governing Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws and judicial decisions of the State of Washington.

9.8 Severability. If any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement, which shall be enforced in accordance with its terms.

9.9 Holidays and Weekends. In the event that the date for any notice, performance, term, or period specified or contemplated hereunder shall fall on a holiday or a weekend, the date and any associated performance or action shall automatically be extended to the next succeeding business day.

9.10 Captions. Section titles or other headings set forth in this Agreement are for the convenience of the parties only and shall not be a part of this Agreement, nor shall they be considered in its interpretation, construction, or enforcement.

9.11 Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Agreement.

- Exhibit A. Legal Description of Property**
- Exhibit B. Permitted Exceptions**
- Exhibit C. Proposed Lot Boundary Adjustment**

10. Pending Action; Indemnification; Rescission. Seller shall take all necessary steps to vigorously defend against the Pending Action and to obtain a judgment of dismissal with prejudice, all at Seller's sole cost and expense. From and after closing, Seller shall indemnify, defend and hold the Buyer, its officers and employees and the Property harmless from and against all claims, costs, expenses and liabilities (including reasonable attorneys' fees) arising from or related to the Pending Action as it may be amended from time to time. After closing, if a final order in the Pending Action, as amended if applicable, requires rescission of Seller's sale of the Property to Buyer then the parties shall rescind the sale of the Property to Buyer as provided below. If a final order in or settlement of the Pending Action, as amended if applicable, requires acts affecting the Property, the Purchase Price or Buyer that are not acceptable to Buyer, then, at the election of Buyer, the parties shall rescind the sale of the Property to Buyer as provided below. Rescission shall be handled as follows: Buyer and Seller shall open an escrow account with Escrow Agent. Buyer shall deposit in escrow a bargain and sale deed conveying title to the Property to Seller. Seller shall deposit in escrow for the benefit of Buyer cash in the amount of

Attachment 1 to DPR Crown Hill Acq ORD



Attachment 1

the Purchase Price plus interest at the rate of four percent per annum, plus reimbursement to Buyer for all out-of-pocket costs in connection with the Property, including but not limited to surface water management fees and the costs of the lot boundary adjustment described in Subsection 3.1.1 above, but not to exceed \$100,000. Seller shall be responsible for all costs of rescission, including without limitation the costs of the Escrow Agent and recording fees. In addition, at the time of rescission, Seller shall deliver or cause Small Faces Development Center to deliver, a lease or sublease, as applicable, for temporary fire station # 35, consistent with Subsection 3.1.11 above. Escrow Agent shall deliver the lease or sublease and cash to Buyer upon recording the bargain and sale deed to Seller.

11. Survival. The representations, warranties, covenants, agreements and indemnities made in this Agreement shall survive closing unimpaired and shall not merge into the statutory warranty deed delivered by Seller and the recordation thereof.

12. Expiration Date. This offer shall terminate if not accepted by Seller by 5:00 p.m. on December 8, 2008.

IN WITNESS WHEREOF the parties have signed this Real Estate Purchase and Sale Agreement as of the Effective Date.

BUYER:

The City of Seattle, a Washington municipal corporation

By: _____

Timothy A. Gallagher, Superintendent of Parks and Recreation

SELLER:

Seattle School District No. 1, a Washington municipal corporation

By: _____

Maria L. Goodloe-Johnson, Ph.D., Superintendent



Attachment 1

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Timothy A. Gallagher, to me known to be the Superintendent of Parks and Recreation of The City of Seattle, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

[SEAL]

STATE OF WASHINGTON)
)
COUNTY OF KING) ss

On this ____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Maria L. Goodloe-Johnson, Ph.D., known to me to be Superintendent of Seattle School District No. 1, a Washington municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

(TYPE OR PRINT NAME)
Notary Public in and for the State
of Washington, residing at _____.
My Commission expires on _____.

[SEAL]



EXHIBIT A

LEGAL DESCRIPTION

(subject to final Lot Boundary Adjustment approval by the City of Seattle Department of Planning and Development)

Parcel Y of City of Seattle Lot Boundary Adjustment 3009678 also described as:

That portion of the West one-half of the Northeast one-quarter of the Northwest one-quarter of the Southwest one-quarter of Section 36, Township 26 North, Range 3 East W.M.,

COMMENCING at the northwest corner of said subdivision,

Thence South $88^{\circ}38'37''$ East along the north line of said subdivision a distance of 30.00 feet,

Thence South $01^{\circ}12'52''$ West along a line that is 30 feet east of and parallel with the west line of said subdivision a distance of 450.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $01^{\circ}12'52''$ West along said line a distance of 212.62 feet to the centerline of vacated NW 92nd Street,

Thence South $88^{\circ}46'30''$ East along said centerline of vacated NW 92nd Street a distance of 112.52 feet to the northwesterly margin of Holman Road NW,

Thence North $54^{\circ}12'15''$ East along said northwesterly margin a distance of 199.72 feet to an intersection with the west line of the east 30.00 feet of said subdivision as established by the City of Seattle Ordinance No. 87198,

Thence North $01^{\circ}10'05''$ East along said west line of the east 30 feet a distance of 252.75 feet,

Thence North $88^{\circ}38'37''$ West parallel with the north line of said subdivision a distance of 163.80 feet,

Thence South $01^{\circ}12'52''$ West parallel with the westerly line of said subdivision a distance of 161.00 feet,

Thence North $88^{\circ}38'37''$ West parallel with the north line of said subdivision a distance of 108.00 feet to the TPOB.

TOGETHER WITH a 10 foot easement over Parcel X for maintenance and repair, per Joint Use Agreement, of a portion of the existing storm drain system which is depicted on Seattle School District No. 1, Crown Hill Elementary School Mechanical Plan M-5 dated 3-08-48 and on page 3 of City of Seattle Lot Boundary Adjustment No. 3009678.

SUBJECT TO a 10 foot easement for maintenance and repair, per Joint Use Agreement, of a portion of the existing storm drain system which is depicted on Seattle School District No.1, Crown Hill Elementary School Mechanical Plan M-5 dated 3-08-48 and on page 3 of City of Seattle Lot Boundary Adjustment No. 3009678.

SUBJECT TO an easement for pedestrian and maintenance use, being a strip of land over the northerly 8 feet of the westerly 155 feet of Parcel Y as established in City of Seattle Short Subdivision No. 8903346.

SUBJECT TO a utility reservation over the south 30.00 feet of said property, which south 30.00 feet is also known as the north 30.00 feet of NW 92nd St as vacated by King County on March 11, 1946 in County Commissioners Volume 44 page 143.



Attachment 1

ALSO SUBJECT TO a pedestrian overpass easement as established by City of Seattle Ordinance No. 93644.

ALSO SUBJECT TO an easement for a waterline over the north 10 feet of the south 15 feet of said property, per record No. 4832852.

Containing 74537.1 sf



Attachment 1
EXHIBIT B

PERMITTED EXCEPTIONS

1. Easement and the terms and conditions referenced therein, including, but not limited to, the following:

GRANTEE: City of Seattle, a municipal corporation
PURPOSE: Water main
RECORDED: September 13, 1957
RECORDING NUMBER: 4832853

2. Easement for Pedestrian Overpass without Grantor reservation: See Subsection 3.1.4 of this Agreement. Grantor reservation is NOT a Permitted Exception.

GRANTEE: City of Seattle, a municipal corporation
PURPOSE: Pedestrian overpass
RECORDED: March 12, 1965
RECORDING NUMBER: 5853981

3. Easement and the terms and conditions referenced therein, including, but not limited to, the following:

RESERVED BY: City of Seattle
PURPOSE: Utilities
RECORDED: March 11, 1946
CTY COMMISSIONERS NO.: Vol. 44, page 143

4. Covenants, conditions, restrictions and easements contained in short plat 8903346 (as they may apply to the Lot Boundary Adjustment referenced in Subsection 3.1.1 of this Agreement and in Exhibits A and C:

RECORDED: May 30, 1990
RECORDING NUMBER: 9005301656

5. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed:

RECORDED: June 20, 1958
RECORDING NUMBER: 4913724
GRANTEE: City of Seattle



Attachment 1

6. Special District Charges.
7. Matter disclosed on a survey recorded under Recording Number 8707299003.
8. Survey recorded by the Seattle School District recorded under Recording Number 9105089014.
9. Agreement disclosed by deed and the terms and conditions thereof:
 BY: Seattle School District No. 1 and The City of Seattle,
 a municipal Corporation
 RECORDED: June 20, 1958
 RECORDING NUMBER: 4913724
 REGARDING: Encroachments into the dedicated rights-of-way and
 terms as to the future development of the rights of
 way.
10. Pending Action in King County Superior Court
 Cause No. No. 08-2-237432-7SEA
 Filed October 29, 2008



Parks & Recreation**Crown Hill School Open Space Development**

BCL/Program Name: 2000 Parks Levy – Acquisition Opportunity Fund **BCL/Program Code:** K723007
Project Type: New Facility **Start Date:** 2nd Quarter 2008
Project ID: K733175 **End Date:** 2nd Quarter 2010

Location: Holman Rd NW/13th Ave NW
Neighborhood Plan: Crown Hill/Ballard **Neighborhood Plan Matrix:** Ill OS7
Neighborhood District: Ballard **Urban Village:** Crown Hill

This project provides funding for the acquisition of Crown Hill School Open Space from the Seattle School District. Acquisition of this site by Parks will allow it to be developed as a park. Partial funding (\$800,000) for the acquisition of this School District Property is provided for in the 2008 Adopted Budget in Finance General, and is not reflected in the table below.

	LTD Actuals	2007	2008	2009	2010	2011	2012	2013	Total
Revenue Sources									
Seattle Voter-Approved Levy	0	0	3,174	0	0	0	0	0	3,174
King County Grants	0	0	1,500	0	0	0	0	0	1,500
Project Total:	0	0	4,674	0	0	0	0	0	4,674
Fund Appropriations/Allocations									
2000 Parks Levy Fund	0	0	4,674	0	0	0	0	0	4,674
Appropriations Total*	0	0	4,674	0	0	0	0	0	4,674
O & M Costs (Savings)									
Spending Plan	0	0	4,650	24	0	0	0	0	4,674

**This detail is for information only. Funds are appropriated in the budget at the Budget Control Level. Amounts in thousands of*

2008-2013 Adopted Capital Improvement Program

-XX-



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Terry Dunning/4-4860	Jennifer Devore/5-1328

Legislation Title: AN ORDINANCE authorizing the purchase, for park, open space, and recreation purposes, of real property commonly known as a portion of the former Crown Hill Elementary School, located at 9089 Holman Road Northwest, from Seattle School District No. 1, authorizing acceptance of the deed, authorizing the creation of an Opportunity Fund Project consistent with the requirements of Ordinance 120024, making appropriations, amending the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund, all by a three-fourths vote of the City Council.

Summary and background of the Legislation:

This proposed legislation would authorize the Department of Parks and Recreation (DPR) to acquire real property located at 9089 Holman Road Northwest (a portion of the former Crown Hill Elementary School property), appropriate funds, authorize a loan from the City's Consolidated (Residual) Cash Pool, amend the 2008-2013 Capital Improvement Program and accept the deed to the property for park, open space, and recreation purposes.

The 2000 Neighborhood Parks, Green Spaces, Trails and Zoo Levy (Pro Parks Levy) allocated funding to develop usable open space and improve the existing playfields on the property. The Seattle School District (SSD) owns the former Crown Hill Elementary School property. Both DPR and the community assumed that an existing long-term lease between SSD, as landlord, and Small Faces Child Development Center (Small Faces), as tenant, would continue and that the City would sublease from Small Faces. SSD, however, in 2007 declared the former Crown Hill Elementary School property "Non-essential (Surplus)" and put it up for sale. SSD's amendment to the Seattle Public Schools Facilities Master Plan was amended to state "portions of sites at ... Crown Hill which are currently used as parks or playgrounds or are not currently used by the tenants should be offered for acquisition as public open space."

The Parks and Green Spaces Levy Oversight Committee (Committee) twice held public meetings, on June 25, 2007 and October 27, 2008, about the proposal to acquire the property in order to accomplish the underlying purpose for which the property was listed in the 2000 Parks Levy. The minutes of the first meeting reflect the Committee's approved motion: "In order to accomplish the underlying purpose for which the property was listed in the Levy, the Committee supports the City's acquisition of the open space portion of Crown Hill School, and supports redirection of funds from development to acquisition, if absolutely necessary to secure this property." Community representatives subsequently



urged the City to keep the development funding intact, and to find other sources of funding for the acquisition. On October 27, 2008 the Committee recommended Crown Hill Acquisition as an additional Opportunity Fund Acquisition project, and recommended allocating \$3,174,000 (\$1,123,000 of 2000 Parks Levy excess interest earnings and \$2,051,000 of Opportunity Fund Program fund balance) to this project.

Currently, only \$450,000 of the Opportunity Fund Program fund balance is available for this acquisition. Therefore, this legislation authorizes borrowing \$1,601,000 from the City's Consolidated (Residual) Cash Pool. This loan and the interest on it will be repaid once more Opportunity Fund money is available. Additional funds should become freed for Opportunity Fund allocations once the Neighborhood Park Acquisition portion of the 2000 Parks Levy is complete and the residual funds are transferred to the Opportunity Fund, consistent with the procedures described in the 2000 Neighborhood Parks, Green Spaces, Trails and Zoo Levy (Ordinance 120024). The repayment of the loan is anticipated to take place by June 30, 2010.

Acquisition of this property is consistent with Seattle's Park and Recreation Comprehensive Plan, and Seattle's Parks and Recreation Plan 2000 goals of providing parks within walking distance for residents in and around urban villages. Preliminary planning meetings have been sponsored by DPR for development of a multi-use plan that could include mini-soccer fields for young players and accommodate rookie-level t-ball, as well as an open lawn, basketball hoops, possible skate dot, and outdoor community theater.

The School District appraised the property using the services of an independent fee appraiser and that appraisal has been provided to the City for its review. The City review appraisers have accepted the value, \$5,400,000, as the fair market value of the property. This value has been used as the agreed, and recommended, price by staff of both agencies.

City staff and their consultants have completed standard environmental due diligence studies and have concluded there is little risk of environmental liability on the site.

This proposed legislation includes "ratify and confirm" language due to the SSD's requirement that the City pay simple interest at 4% per annum on the purchase price of \$5,400,000 in the event the acquisition does not close by January 15, 2009.

Fleets and Facilities (FFD) will operate a temporary Fire Station (Station 35) at the site of the future park during the period that public involvement and design work is developed for the eventual improvement of the future park. Their temporary use, which has been the subject of public support through numerous public meetings, will end at approximately the same time (12 to 18 months from the date of City's acquisition) as the anticipated completion of public involvement and design for the park. Temporary Fire Station use will be authorized pursuant to a permit issued by DPR to FFD.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Opportunity Fund Acquisitions	K733175	9089 Holman Road Northwest	2 nd Qtr 2008	2 nd Qtr 2010

- Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project. The current CIP is being amended through this ordinance.

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level*	Existing 2008 Appropriation	New 2008 Appropriation (if any)	2009 Anticipated Appropriation
2000 Parks Levy Fund (33850)	Parks and Recreation	2000 Parks Levy – Acquisitions Opportunity Fund (K723007)	\$0	\$4,674,000	\$0
General Subfund (00100)	Finance General	Community Development (2QF00)	\$800,000	\$0	\$0
TOTAL			\$800,000	\$4,674,000	\$0

Notes: The budget for the acquisition of Crown Hill property is \$5,474,000. The actual purchase price of the property is \$5,400,000. The remaining budget of \$74,000 will pay for \$50,000 in related costs and expenses associated with property acquisition, including, but not limited to title, appraisal, closing costs, survey, environmental assessment and remediation, negotiation, due diligence, feasibility studies and grant administration. In addition, an estimated \$24,000 will cover the cost of interest associated with borrowing \$1,601,000 from the City’s Consolidated (Residual) Cash Pool until an additional \$1,601,000 in Pro Parks Opportunity Fund balance is available to cover acquisition costs (see Funding Source Table below).

The General Subfund will contribute \$800,000 to the acquisition budget, consisting of \$600,000 dedicated to the purchase of this Property and \$200,000 originally dedicated to the Webster Elementary School acquisition project. (The \$200,000 formerly dedicated to Webster will be replaced in the Webster project with an anticipated grant from King County Conservation Futures Tax fund (CFT)). Funds from the General Subfund for the Crown Hill and Webster School projects were appropriated in the 2008 Adopted Budget (Ordinance 122560).



Spending Plan and Future Appropriations for Capital Projects: (in \$000's)

Spending Plan and Budget	2008	2009	2010	2011	2012	2013	Total
Spending Plan	\$5,450	\$24					\$5,474
Current Year Appropriation	\$5,474						\$5,474
Future Appropriations		\$0	\$0	\$0	\$0	\$0	\$0

Notes: The Crown Hill property is expected to be acquired in December 2008. Spending in 2009 is the payment of interest due on the loan of funds from the City's Consolidated (Residual) Cash Pool. Interest will be paid at the rate of return of the City's (Residual) Cash Pool.

Funding source: (in \$000's)

Funding Source (Fund Name and Number, if applicable)	2008	2009	2010	2011	2012	2013	Total
2000 Parks Levy Fund (33850) – Interest Earnings	\$1,123	\$0	\$0	\$0	\$0	\$0	\$1,123
2000 Parks Levy Fund (33850) – Opportunity Fund Program	\$450	\$1,601	\$0	\$0	\$0	\$0	\$2,051
2000 Parks Levy Fund (33850) - CFT Grant	\$1,500	\$0	\$0	\$0	\$0	\$0	\$1,500
2000 Parks Levy Fund (33850) - Loan from the City's Consolidated (Residual) Cash Pool	\$1,601	(\$1,601)	\$0	\$0	\$0	\$0	\$0
General Subfund (00100) – Finance General	\$800	\$0	\$0	\$0	\$0	\$0	\$800
TOTAL	\$5,474	\$0	\$0	\$0	\$0	\$0	\$5,474

Notes: The funding of \$5,474,000 in acquisition costs comes from several sources: Pro Parks Levy interest earnings (\$1.123 million); existing fund balance in the Pro Parks Opportunity Fund Program (\$450,000); an anticipated King County Conservation Futures Tax fund (CFT) grant (\$1.5 million) for which DPR will apply in 2009; a loan from the City's Consolidated (Residual) Cash Pool (\$1.6 million) that will be reimbursed from residual fund balance in the Pro Parks Opportunity Fund Program; and the General Subfund (\$800,000).

In 2008, DPR will borrow approximately \$1.6 million in funds from the City's Consolidated (Residual) Cash Pool, until the fund balances from completed Pro Parks Levy programs are transferred to the Opportunity Fund (as described in the Summary and Background of Legislation section above), which is expected to occur by 2010.



Bond Financing Required: N/A

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL	N/A				

Uses and Sources for Operation and Maintenance (O & M) Costs for the Project:

O&M	2008	2009	2010	2011	2012	2013	Total
Uses							
Start Up							
On-going	*N/C						
Sources (itemize)							

*N/C = Not Calculated at this time (see notes below)

Notes:

*There are no O&M costs calculated for Parks at this time, as it is our understanding that Seattle Fire Department will be required to incur all maintenance costs during their 1-2 year agreement with Parks.

*When the park is developed (anticipated online date is 2011), Parks will need to determine and submit O&M costs associated with maintaining the developed park.

Periodic Major Maintenance costs for the project: N/A

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	N/A		

Funding sources for replacement of project: As real property, this acquisition will not be subject to replacement.

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: N/A

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions **	2009 FTE **
TOTAL	N/A						



- **Do positions sunset in the future?** Not applicable.
- **What is the financial cost of not implementing the legislation:** Achievement of one of the goals of the Neighborhood Park Development Category of the 2000 Parks Levy Ordinance (120024), identified as the Crown Hill School Open Space Development, would be delayed. Funds expended in furtherance of the plan for this location will be lost and plans for alternative locations may not have adequate resources to complete them to a standard acceptable to the community.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** DPR could try to find another opportunity like this in the same area, but this would require spending additional resources to replace funds expended for the acquisition of this site and probably higher costs for a similar site elsewhere in the nearby community. There would be delays for delivering park improvements to the community. City Council approval is required for authorization to acquire and accept a deed for real property.
- **Is the legislation subject to public hearing requirements:** No
- **Other Issues:** Time is of the essence, as the Seattle School District requires the City to pay simple interest at 4% per annum on the purchase price of the property if the acquisition is not closed by January 15, 2009.

Please list attachments to the fiscal note below:

Attachment 1: Crown Hill Acquisition (map)

Attachment 1

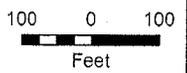


Crown Hill Acquisition



Legend

- Parcel of Interest
- Park Boundary
- Parcel Boundary



1 inch = 200 feet

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All rights reserved.

No warranties of any sort, including accuracy, fitness or merchantability accompany this product.

Map date: October 15, 2008

Soundview Playfield

Attachment 1 to DPR Crown Hill Acq FISC





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 18, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes the acquisition of a 1.71-acre portion of the former Crown Hill Elementary School. Acquisition of this property will help satisfy Seattle's Park and Recreation Comprehensive Plan, and Seattle's Parks and Recreation Plan 2000 goal of providing parks within walking distances for residents in and around our urban villages.

The Seattle School District recently declared the entire Crown Hill Elementary School site (3.72 acres) "Non-essential (Surplus)" and offered it for sale. The 2000 Parks Levy allocated monies for park development at this site; however, the Crown Hill School Open Space Development project cannot be completed without the acquisition of the property. Small Faces Child Development Center (Small Faces), which has leased the entire site from the School District for 27 years, has assembled funding to purchase 2.10 acres of the site from the School District, including the school buildings. Small Faces will continue to work with their subtenants to offer neighborhood programs in the building, which operates as a defacto community center. Preliminary planning meetings have been sponsored by the Department of Parks and Recreation for development of a multi-use plan that could include mini-soccer fields for young players and accommodate rookie-level t-ball, as well as an open lawn, basketball hoops, possible skate dot, and outdoor community theater.

We are fortunate to have an opportunity to purchase this property for future development as a park that will continue to serve the Crown Hill neighborhood. Thank you for your consideration of this legislation. Should you have questions, please contact Terry Dunning at 684-4860.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

November 18, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

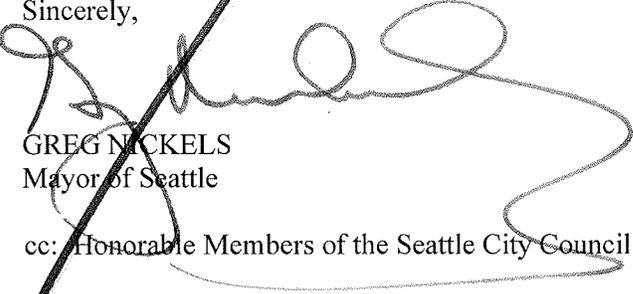
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Sincerely,



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1 WHEREAS, the Oversight Committee twice held public meetings, on June 25, 2007 and October
2 27, 2008, about the proposal to acquire the subject property in order to accomplish the
underlying purpose for which the property was listed in the 2000 Parks Levy; and

3 WHEREAS the Oversight Committee supports the City's acquisition of the subject property; and

4 WHEREAS, on October 27, 2008 the Oversight Committee recommended the Crown Hill
5 Acquisition as a new Opportunity Fund project; and

6 WHEREAS, there is sufficient cash in the City's Consolidated (Residual) Cash Pool or its
7 participating funds to support a loan of approximately One Million Six Hundred
8 Thousand Dollars (\$1,600,000); and

9 WHEREAS, it is anticipated that this debt will be repaid from revenues authorized in Ordinance
10 120024; and

11 WHEREAS, the City of Seattle has determined that the property at 9089 Holman Road
12 Northwest meets the criteria to address open space needs established in Seattle's Park and
13 Recreation Comprehensive Plan and Seattle's Parks and Recreation Plan 2000, and that it
is in the public's best interest to acquire the same for park, open space, and recreation
purposes; NOW, THEREFORE,

14
15 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

16 Section 1. The Superintendent of Parks and Recreation ("Superintendent"), or his
17 designee, is authorized, on behalf of the City of Seattle, to acquire real property commonly
18 known as 9089 Holman Road Northwest for a purchase price not to exceed Five Million Four
19 Hundred Thousand and No/100 Dollars (\$5,400,000.00). The legal description of the real
20 property (referred to hereafter as the "Property") is as follows:

21 That portion of the West one-half of the Northeast one-quarter of the Northwest one-quarter of
22 the Southwest one-quarter of Section 36, Township 26 North, Range 3 East W.M.,
COMMENCING at the northwest corner of said subdivision,
23 Thence South 88°38'37" East along the north line of said subdivision a distance of 30.00 feet,
24 Thence South 01°12'52" West along a line that is 30 feet east of and parallel with the west line
of said subdivision a distance of 450.00 feet to the TRUE POINT OF BEGINNING;
25 Thence continuing South 01°12'52" West along said line a distance of 212.62 feet to the
26 centerline of vacated NW 92nd Street,



1 Thence South $88^{\circ}46'30''$ East along said centerline of vacated NW 92nd Street a distance of
2 112.52 feet to the northwesterly margin of Holman Road NW,
3 Thence North $54^{\circ}12'15''$ East along said northwesterly margin a distance of 199.72 feet to an
4 intersection with the west line of the east 30.00 feet of said subdivision as established by the City
5 of Seattle Ordinance No. 87198,
6 Thence North $01^{\circ}10'05''$ East along said west line of the east 30 feet a distance of 252.75 feet,
7 Thence North $88^{\circ}38'37''$ West parallel with the north line of said subdivision a distance of
8 163.80 feet,
9 Thence South $01^{\circ}12'52''$ West parallel with the westerly line of said subdivision a distance of
10 161.00 feet,
11 Thence North $88^{\circ}38'37''$ West parallel with the north line of said subdivision a distance of
12 108.00 feet to the TPOB.

13 Section 2. The Superintendent or his designee is authorized to execute such documents
14 as he deems necessary or desirable to accomplish acquisition of the Property consistent with this
15 ordinance. Upon delivery of the statutory warranty deed for the Property, the Superintendent or
16 his designee is authorized to accept the deed on behalf of the City by attaching to the deed his
17 written acceptance thereof, and to record the same. The Property shall be accepted for park, open
18 space, and recreation purposes, and placed under the jurisdiction of the Department of Parks and
19 Recreation.

20 Section 3. A loan of up to One Million Six Hundred and One Thousand Dollars
21 (\$1,601,000) of principal is hereby authorized to be made from the City's Consolidated
22 (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund from which may be
23 paid costs to acquire the Property and related debt service costs. Said loan is to be repaid in full
24 with interest on the loan at the rate of return of the City's Consolidated (Residual) Cash Pool.

25 Section 4. The entire principal and interest amount of the loan authorized by Section 3
26 owed by the 2000 Parks Levy Fund to the City's Consolidated (Residual) Cash Pool shall be



1 repaid with the revenues received from the 2000 Parks Levy and interest accruing to the 2000
2 Parks Levy Fund. Except as authorized by Seattle Municipal Code Section 5.06.030 (C), any
3 extension of this loan must be approved by ordinance.

4 Section 5. The Director of Finance may effectuate the loan authorized in Section 3 by
5 transferring cash from one or more of the funds participating in the City's Consolidated
6 (Residual) Cash Pool to the 2000 Parks Levy Fund or by carrying the 2000 Parks Levy Fund in a
7 negative cash position in an amount not to exceed One Million Six Hundred and One Thousand
8 Dollars (\$1,601,000) until no later than June 30, 2010.

9
10 Section 6. In order to pay for the Property and for necessary related costs and expenses,
11 the appropriation for the following in the 2008 Adopted Budget is increased from the fund
12 shown, as follows:

Fund	Department	Capital Improvement Program: Program (Number)	Amount
2000 Parks Levy Fund (33850)	Parks and Recreation	2000 Parks Levy – Acquisition Opportunity Fund (K723007)	\$4,674,000

17
18 Section 7. The 2008-2013 Adopted Capital Improvement Program is hereby amended
19 as shown in Attachment 1.

20 Section 8. Any act consistent with the authority and prior to the effective date of this
21 ordinance is hereby ratified and confirmed.
22
23
24
25
26



1 Section 9. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by a three-fourths (3/4) vote of all the members of the City Council the
5 ____ day of _____, 2008, and signed by me in open session in authentication of its
6 passage this ____ day of _____, 2008.
7

8
9
10 _____
11 President _____ of the City Council

12 Approved by me this ____ day of _____, 2008.

13
14 _____
15 Gregory J. Nickels, Mayor

16 Filed by me this ____ day of _____, 2008.

17
18 _____
19 City Clerk

20 (Seal)

21
22 Attachment 1: 2008-2013 Adopted Capital Improvement Program Amendment
23
24
25
26



Parks & Recreation

Crown Hill School Open Space Development

BCL/Program Name: 2000 Parks Levy – Acquisition Opportunity Fund **BCL/Program Code:** K723007
Project Type: New Facility **Start Date:** 2nd Quarter 2008
Project ID: K733175 **End Date:** 2nd Quarter 2010

Location: Holman Rd NW/13th Ave NW
Neighborhood Plan: Crown Hill/Ballard **Neighborhood Plan Matrix:** III OS7
Neighborhood District: Ballard **Urban Village:** Crown Hill

This project provides funding for the acquisition of Crown Hill School Open Spaces from the Seattle School District. Acquisition of this site by Parks will allow it to be developed as a park. Partial funding (\$800,000) for the acquisition of this School District Property is provided for in the 2008 Adopted Budget in Finance General, and is not reflected in the table below.

	LTD Actuals	2007	2008	2009	2010	2011	2012	2013	Total
Revenue Sources									
Seattle Voter-Approved Levy	0	0	3,174	0	0	0	0	0	3,174
King County Grants	0	0	1,500	0	0	0	0	0	1,500
Project Total:	0	0	4,674	0	0	0	0	0	4,674
Fund Appropriations/Allocations									
2000 Parks Levy Fund	0	0	4,674	0	0	0	0	0	4,674
Appropriations Total*	0	0	4,674	0	0	0	0	0	4,674
O & M Costs (Savings)									
Spending Plan	0	0	4,650	24	0	0	0	0	4,674

**This detail is for information only. Funds are appropriated in the budget at the Budget Control Level. Amounts in thousands of*
2008-2013 Adopted Capital Improvement Program



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Parks and Recreation	Terry Dunning/4-4860	Jennifer Devore/5-1328

Legislation Title: AN ORDINANCE authorizing the purchase, for park, open space, and recreation purposes, of real property commonly known as a portion of the former Crown Hill Elementary School, located at 9089 Holman Road Northwest, from Seattle School District No. 1, authorizing acceptance of the deed, authorizing the creation of an Opportunity Fund Project consistent with the requirements of Ordinance 120024, making appropriations, amending the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund, all by a three-fourths vote of the City Council.

Summary and background of the Legislation:

This proposed legislation would authorize the Department of Parks and Recreation (DPR) to acquire real property located at 9089 Holman Road Northwest (a portion of the former Crown Hill Elementary School property), appropriate funds, authorize a loan from the City's Consolidated (Residual) Cash Pool, amend the 2008-2013 Capital Improvement Program and accept the deed to the property for park, open space, and recreation purposes.

The 2000 Neighborhood Parks, Green Spaces, Trails and Zoo Levy (Pro Parks Levy) allocated funding to develop usable open space and improve the existing playfields on the property. The Seattle School District (SSD) owns the former Crown Hill Elementary School property. Both DPR and the community assumed that an existing long-term lease between SSD, as landlord, and Small Faces Child Development Center (Small Faces), as tenant, would continue and that the City would sublease from Small Faces. SSD, however, in 2007 declared the former Crown Hill Elementary School property "Non-essential (Surplus)" and put it up for sale. SSD's amendment to the Seattle Public Schools Facilities Master Plan was amended to state "portions of sites at ...Crown Hill which are currently used as parks or playgrounds or are not currently used by the tenants should be offered for acquisition as public open space."

The Parks and Green Spaces Levy Oversight Committee (Committee) twice held public meetings, on June 25, 2007 and October 27, 2008, about the proposal to acquire the property in order to accomplish the underlying purpose for which the property was listed in the 2000 Parks Levy. The minutes of the first meeting reflect the Committee's approved motion: "In order to accomplish the underlying purpose for which the property was listed in the Levy, the Committee supports the City's acquisition of the open space portion of Crown Hill School, and supports redirection of funds from development to acquisition, if absolutely necessary to secure this property." Community representatives subsequently



urged the City to keep the development funding intact, and to find other sources of funding for the acquisition. On October 27, 2008 the Committee recommended Crown Hill Acquisition as an additional Opportunity Fund Acquisition project, and recommended allocating \$3,174,000 (\$1,123,000 of 2000 Parks Levy excess interest earnings and \$2,051,000 of Opportunity Fund Program fund balance) to this project.

Currently, only \$450,000 of the Opportunity Fund Program fund balance is available for this acquisition. Therefore, this legislation authorizes borrowing \$1,601,000 from the City's Consolidated (Residual) Cash Pool. This loan and the interest on it will be repaid once more Opportunity Fund money is available. Additional funds should become freed for Opportunity Fund allocations once the Neighborhood Park Acquisition portion of the 2000 Parks Levy is complete and the residual funds are transferred to the Opportunity Fund, consistent with the procedures described in the 2000 Neighborhood Parks, Green Spaces, Trails and Zoo Levy (Ordinance 120024). The repayment of the loan is anticipated to take place by June 30, 2010.

Acquisition of this property is consistent with Seattle's Park and Recreation Comprehensive Plan, and Seattle's Parks and Recreation Plan 2000 goals of providing parks within walking distance for residents in and around urban villages. Preliminary planning meetings have been sponsored by DPR for development of a multi-use plan that could include mini-soccer fields for young players and accommodate rookie-level t-ball, as well as an open lawn, basketball hoops, possible skate dot, and outdoor community theater.

The School District appraised the property using the services of an independent fee appraiser and that appraisal has been provided to the City for its review. The City review appraisers have accepted the value, \$5,400,000, as the fair market value of the property. This value has been used as the agreed, and recommended, price by staff of both agencies.

City staff and their consultants have completed standard environmental due diligence studies and have concluded there is little risk of environmental liability on the site.

This proposed legislation includes "ratify and confirm" language due to the SSD's requirement that the City pay simple interest at 4% per annum on the purchase price of \$5,400,000 in the event the acquisition does not close by January 15, 2009.

Fleets and Facilities (FFD) will operate a temporary Fire Station (Station 35) at the site of the future park during the period that public involvement and design work is developed for the eventual improvement of the future park. Their temporary use, which has been the subject of public support through numerous public meetings, will end at approximately the same time (12 to 18 months from the date of City's acquisition) as the anticipated completion of public involvement and design for the park. Temporary Fire Station use will be authorized pursuant to a permit issued by DPR to FFD.

Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Opportunity Fund Acquisitions	K733175	9089 Holman Road Northwest	2 nd Qtr 2008	2 nd Qtr 2010

• Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project. The current CIP is being amended through this ordinance.

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level	Existing 2008 Appropriation	New 2008 Appropriation (if any)	2009 Anticipated Appropriation
2000 Parks Levy Fund (33850)	Parks and Recreation	2000 Parks Levy - Acquisitions Opportunity Fund (K723007)	\$0	\$4,674,000	\$0
General Subfund (00100)	Finance General	Community Development (2QF00)	\$800,000	\$0	\$0
TOTAL			\$800,000	\$4,674,000	\$0

Notes: The budget for the acquisition of Crown Hill property is \$5,474,000. The actual purchase price of the property is \$5,400,000. The remaining budget of \$74,000 will pay for \$50,000 in related costs and expenses associated with property acquisition, including, but not limited to title, appraisal, closing costs, survey, environmental assessment and remediation, negotiation, due diligence, feasibility studies and grant administration. In addition, an estimated \$24,000 will cover the cost of interest associated with borrowing \$1,601,000 from the City's Consolidated (Residual) Cash Pool until an additional \$1,601,000 in Pro Parks Opportunity Fund balance is available to cover acquisition costs (see Funding Source Table below).

The General Subfund will contribute \$800,000 to the acquisition budget, consisting of \$600,000 dedicated to the purchase of this Property and \$200,000 originally dedicated to the Webster Elementary School acquisition project. (The \$200,000 formerly dedicated to Webster will be replaced in the Webster project with an anticipated grant from King County Conservation Futures Tax fund (CFT)). Funds from the General Subfund for the Crown Hill and Webster School projects were appropriated in the 2008 Adopted Budget (Ordinance 122560).

Spending Plan and Future Appropriations for Capital Projects: (in \$000's)

Spending Plan and Budget	2008	2009	2010	2011	2012	2013	Total
Spending Plan	\$5,450	\$24					\$5,474
Current Year Appropriation	\$5,474						\$5,474
Future Appropriations		\$0	\$0	\$0	\$0	\$0	\$0

Notes: The Crown Hill property is expected to be acquired in December 2008. Spending in 2009 is the payment of interest due on the loan of funds from the City's Consolidated (Residual) Cash Pool. Interest will be paid at the rate of return of the City's (Residual) Cash Pool.

Funding source: (in \$000's)

Funding Source (Fund Name and Number, if applicable)	2008	2009	2010	2011	2012	2013	Total
2000 Parks Levy Fund (33850) – Interest Earnings	\$1,123	\$0	\$0	\$0	\$0	\$0	\$1,123
2000 Parks Levy Fund (33850) – Opportunity Fund Program	\$450	\$1,601	\$0	\$0	\$0	\$0	\$2,051
2000 Parks Levy Fund (33850) - CFT Grant	\$1,500	\$0	\$0	\$0	\$0	\$0	\$1,500
2000 Parks Levy Fund (33850) - Loan from the City's Consolidated (Residual) Cash Pool	\$1,601	(\$1,601)	\$0	\$0	\$0	\$0	\$0
General Subfund (00100) – Finance General	\$800	\$0	\$0	\$0	\$0	\$0	\$800
TOTAL	\$5,474	\$0	\$0	\$0	\$0	\$0	\$5,474

Notes: The funding of \$5,474,000 in acquisition costs comes from several sources: Pro Parks Levy interest earnings (\$1.123 million); existing fund balance in the Pro Parks Opportunity Fund Program (\$450,000); an anticipated King County Conservation Futures Tax fund (CFT) grant (\$1.5 million) for which DPR will apply in 2009; a loan from the City's Consolidated (Residual) Cash Pool (\$1.6 million) that will be reimbursed from residual fund balance in the Pro Parks Opportunity Fund Program; and the General Subfund (\$800,000).

In 2008, DPR will borrow approximately \$1.6 million in funds from the City's Consolidated (Residual) Cash Pool, until the fund balances from completed Pro Parks Levy programs are transferred to the Opportunity Fund (as described in the Summary and Background of Legislation section above), which is expected to occur by 2010.

Bond Financing Required: N/A

Type	Amount	Assumed Interest Rate	Term	Timing	Expected Annual Debt Service/Payment
TOTAL	N/A				

Uses and Sources for Operation and Maintenance (O & M) Costs for the Project:

O&M	2008	2009	2010	2011	2012	2013	Total
Uses							
Start Up							
On-going	*N/C						
Sources (itemize)							

*N/C = Not Calculated at this time (see notes below)

Notes:

*There are no O&M costs calculated for Parks at this time, as it is our understanding that Seattle Fire Department will be required to incur all maintenance costs during their 1-2 year agreement with Parks.

*When the park is developed (anticipated online date is 2011), Parks will need to determine and submit O&M costs associated with maintaining the developed park.

Periodic Major Maintenance costs for the project: N/A

Major Maintenance Item	Frequency	Cost	Likely Funding Source
TOTAL	N/A		

Funding sources for replacement of project: As real property, this acquisition will not be subject to replacement.

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation,

Including FTE Impact: N/A

Position Title and Department*	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions **	2009 FTE **
TOTAL	N/A						

- **Do positions sunset in the future?** Not applicable.
- **What is the financial cost of not implementing the legislation:** Achievement of one of the goals of the Neighborhood Park Development Category of the 2000 Parks Levy Ordinance (120024), identified as the Crown Hill School Open Space Development, would be delayed. Funds expended in furtherance of the plan for this location will be lost and plans for alternative locations may not have adequate resources to complete them to a standard acceptable to the community.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives** DPR could try to find another opportunity like this in the same area, but this would require spending additional resources to replace funds expended for the acquisition of this site and probably higher costs for a similar site elsewhere in the nearby community. There would be delays for delivering park improvements to the community. City Council approval is required for authorization to acquire and accept a deed for real property.
- **Is the legislation subject to public hearing requirements:** No
- **Other Issues:** Time is of the essence, as the Seattle School District requires the City to pay simple interest at 4% per annum on the purchase price of the property if the acquisition is not closed by January 15, 2009.

Please list attachments to the fiscal note below:

Attachment 1: Crown Hill Acquisition (map)



Attachment 1

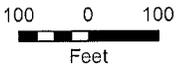


Crown Hill Acquisition



Legend

- Parcel of Interest
- Park Boundary
- Parcel Boundary



1 inch = 200 feet

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No warranties of any sort, including accuracy, fitness or merchantability accompany this product

Map date: October 15, 2008

Attachment 1 to DPR Crown Hill Acq FISC



ORDINANCE _____

1
2 AN ORDINANCE authorizing the purchase, for park, open space, and recreation purposes, of
3 real property commonly known as a portion of the former Crown Hill Elementary School,
4 located at 9089 Holman Road Northwest, from Seattle School District No. 1, authorizing
5 acceptance of the deed, authorizing the creation of an Opportunity Fund Project
6 consistent with the requirements of Ordinance 120024, making appropriations, amending
7 the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the
8 City's Consolidated (Residual) Cash Pool, or its participating funds, to the 2000 Parks
9 Levy Fund, all by a three-fourths vote of the City Council.

7 WHEREAS, Ordinance 120024 proposed the Neighborhood Parks, Green Spaces, Trails, and
8 Zoo Levy ("2000 Parks Levy") to provide funding for, among other things, property
9 acquisitions and park improvement projects identified by neighborhood and community
10 groups; and

10 WHEREAS, the voters of Seattle approved the 2000 Parks Levy on November 7, 2000; and

11 WHEREAS, Ordinance 120024 established a Parks and Green Spaces Levy Oversight
12 Committee ("Oversight Committee"), with responsibilities to include adopting evaluation
13 criteria and recommending Opportunity Fund awards to the Superintendent of the
14 Department of Parks and Recreation ("Superintendent"), Mayor, and City Council; and

14 WHEREAS, Ordinance 120024 identified the Crown Hill School Open Space Development
15 project for development with 2000 Parks Levy funding in the Neighborhood Park
16 Development Category; and

17 WHEREAS, on September 6, 2007, the Seattle Public Schools Board of Directors approved an
18 amendment to the Facilities Master Plan designating Crown Hill Elementary School
19 "Non-essential (Surplus)" and setting a procedure for its sale; and

19 WHEREAS, the amendment to the Seattle Public Schools Facilities Master Plan states "portions
20 of sites at ...Crown Hill which are currently used as parks or playgrounds or are not
21 currently used by the tenants should be offered for acquisition as public open space"; and

22 WHEREAS, the Crown Hill School Open Space Development project is supported by the
23 community; and

23 WHEREAS, the Crown Hill School Open Space Development project cannot be completed
24 without the acquisition of the subject property; and

1 WHEREAS, the Oversight Committee twice held public meetings, on June 25, 2007 and October
2 27, 2008, about the proposal to acquire the subject property in order to accomplish the
underlying purpose for which the property was listed in the 2000 Parks Levy; and

3 WHEREAS the Oversight Committee supports the City's acquisition of the subject property; and

4 WHEREAS, on October 27, 2008 the Oversight Committee recommended the Crown Hill
5 Acquisition as a new Opportunity Fund project; and

6 WHEREAS, there is sufficient cash in the City's Consolidated (Residual) Cash Pool or its
7 participating funds to support a loan of approximately One Million Six Hundred
8 Thousand Dollars (\$1,600,000); and

9 WHEREAS, it is anticipated that this debt will be repaid from revenues authorized in Ordinance
10 120024; and

11 WHEREAS, the City of Seattle has determined that the property at 9089 Holman Road
12 Northwest meets the criteria to address open space needs established in Seattle's Park and
13 Recreation Comprehensive Plan and Seattle's Parks and Recreation Plan 2000, and that it
is in the public's best interest to acquire the same for park, open space, and recreation
purposes; NOW, THEREFORE,

14 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

15
16 Section 1. Accepting the recommendation of the Parks and Green Spaces Oversight
17 Committee and consistent with Ordinance 120024, the City Council hereby authorizes the
18 creation of a new 2000 Parks Levy Opportunity Fund Project known as Crown Hill Acquisition.

19 Section 2. To complete the project described in Section 1, the Superintendent of Parks
20 and Recreation ("Superintendent"), or his designee, is authorized, on behalf of the City of
21 Seattle, to acquire real property commonly known as 9089 Holman Road Northwest for a
22 purchase price not to exceed Five Million Four Hundred Thousand and No/100 Dollars
23 (\$5,400,000.00), substantially in accordance with the terms of the Real Estate Purchase and Sale
24 Agreement attached hereto as Attachment 1 ("Agreement"). The legal description of the real
25 property (referred to hereafter as the "Property") is as follows:
26

1 Parcel Y of City of Seattle Lot Boundary Adjustment 3009678 also described as:
2
3 That portion of the West one-half of the Northeast one-quarter of the Northwest one-quarter of
4 the Southwest one-quarter of Section 36, Township 26 North, Range 3 East W.M.,
5 COMMENCING at the northwest corner of said subdivision,
6 Thence South $88^{\circ}38'37''$ East along the north line of said subdivision a distance of 30.00 feet,
7 Thence South $01^{\circ}12'52''$ West along a line that is 30 feet east of and parallel with the west line
8 of said subdivision a distance of 450.00 feet to the TRUE POINT OF BEGINNING;
9 Thence continuing South $01^{\circ}12'52''$ West along said line a distance of 212.62 feet to the
10 centerline of vacated NW 92nd Street,
11 Thence South $88^{\circ}46'30''$ East along said centerline of vacated NW 92nd Street a distance of
12 112.52 feet to the northwesterly margin of Holman Road NW,
13 Thence North $54^{\circ}12'15''$ East along said northwesterly margin a distance of 199.72 feet to an
14 intersection with the west line of the east 30.00 feet of said subdivision as established by the City
15 of Seattle Ordinance No. 87198,
16 Thence North $01^{\circ}10'05''$ East along said west line of the east 30 feet a distance of 252.75 feet,
17 Thence North $88^{\circ}38'37''$ West parallel with the north line of said subdivision a distance of
18 163.80 feet,
19 Thence South $01^{\circ}12'52''$ West parallel with the westerly line of said subdivision a distance of
20 161.00 feet,
21 Thence North $88^{\circ}38'37''$ West parallel with the north line of said subdivision a distance of
22 108.00 feet to the TPOB.
23 TOGETHER WITH a 10 foot easement over Parcel X for maintenance and repair, per Joint Use
24 Agreement, of a portion of the existing storm drain system which is depicted on Seattle School
25
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28

1 District No. 1, Crown Hill Elementary School Mechanical Plan M-5 dated 3-08-48 and on page 3
2 of City of Seattle Lot Boundary Adjustment No. 3009678.

3 SUBJECT TO a 10 foot easement for maintenance and repair, per Joint Use Agreement, of a
4 portion of the existing storm drain system which is depicted on Seattle School District No.1,
5 Crown Hill Elementary School Mechanical Plan M-5 dated 3-08-48 and on page 3 of City of
6 Seattle Lot Boundary Adjustment No. 3009678.

7 SUBJECT TO an easement for pedestrian and maintenance use, being a strip of land over the
8 northerly 8 feet of the westerly 155 feet of Parcel Y as established in City of Seattle Short
9 Subdivision No. 8903346.

10 SUBJECT TO a utility reservation over the south 30.00 feet of said property, which south 30.00
11 feet is also known as the north 30.00 feet of NW 92nd St as vacated by King County on March
12 11, 1946 in County Commissioners Volume 44 page 143.

13 ALSO SUBJECT TO a pedestrian overpass easement as established by City of Seattle Ordinance
14 No. 93644.

15 ALSO SUBJECT TO an easement for a waterline over the north 10 feet of the south 15 feet of
16 said property, per record No. 4832852.

17
18 Section 3. The Superintendent or his designee is authorized to execute such documents
19 as he deems necessary or desirable including, without limitation, such consents, approvals,
20 extensions of time and minor amendments of the Agreement as he shall deem appropriate to
21 carry out the intent of this ordinance and to incur necessary costs and expenses to accomplish
22 acquisition of the Property consistent with this ordinance. Upon delivery of the statutory
23 warranty deed for the Property, the Superintendent or his designee is authorized to accept the
24 deed on behalf of the City by attaching to the deed his written acceptance thereof, and to record
25
26

1 the same. The Property shall be accepted for park, open space, and recreation purposes, and
2 placed under the jurisdiction of the Department of Parks and Recreation.

3
4 Section 4. A loan of up to One Million Six Hundred and One Thousand Dollars
5 (\$1,601,000) of principal is hereby authorized to be made from the City's Consolidated
6 (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund from which may be
7 paid costs to acquire the Property and related debt service costs. Said loan is to be repaid in full
8 with interest on the loan at the rate of return of the City's Consolidated (Residual) Cash Pool.

9
10 Section 5. The entire principal and interest amount of the loan authorized by Section 4
11 owed by the 2000 Parks Levy Fund to the City's Consolidated (Residual) Cash Pool shall be
12 repaid with the revenues received from the 2000 Parks Levy and interest accruing to the 2000
13 Parks Levy Fund. Except as authorized by Seattle Municipal Code Section 5.06.030 (C), any
14 extension of this loan must be approved by ordinance.

15
16 Section 6. The Director of Finance may effectuate the loan authorized in Section 4 by
17 transferring cash from one or more of the funds participating in the City's Consolidated
18 (Residual) Cash Pool to the 2000 Parks Levy Fund or by carrying the 2000 Parks Levy Fund in a
19 negative cash position in an amount not to exceed One Million Six Hundred and One Thousand
20 Dollars (\$1,601,000) until no later than June 30, 2010.

21
22 Section 7. In order to pay for the Property and for necessary related costs and
23 expenses, the appropriation for the following in the 2008 Adopted Budget is increased from the
24 fund shown, as follows:

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Fund	Department	Capital Improvement Program: Program (Number)	Amount
2000 Parks Levy Fund (33850)	Parks and Recreation	2000 Parks Levy – Acquisition Opportunity Fund (K723007)	\$4,674,000

Section 9. The 2008-2013 Adopted Capital Improvement Program is hereby amended as shown in Attachment 2.

Section 9. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 10. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4) vote of all the members of the City Council the ____ day of _____, 2008, and signed by me in open session in authentication of its passage this ____ day of _____, 2008.

President _____ of the City Council

Approved by me this ____ day of _____, 2008.

Gregory J. Nickels, Mayor

Filed by me this ____ day of _____, 2008.

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City Clerk

(Seal)

Attachment 1: Real Estate Purchase and Sale Agreement

Attachment 2: 2008-2013 Adopted Capital Improvement Program Amendment

STATE OF WASHINGTON – KING COUNTY

--SS.

233166
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

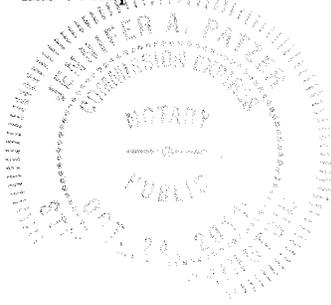
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122881,83-122894

was published on

01/07/09

The amount of the fee charged for the foregoing publication is the sum of \$ 183.95, which amount has been paid in full.



[Handwritten signature]

Subscribed and sworn to before me on

01/07/09

[Handwritten signature]
Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on December 15, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122894

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122893

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding by and between the City of Seattle, the Seattle Department of Transportation, and the International Brotherhood of Electrical Workers, Local 77 effective January 23, 2009 through January 22, 2013; and providing payment therefor.

ORDINANCE NO. 122892

AN ORDINANCE relating to City employment; authorizing the execution of a Memorandum of Understanding by and between the City of Seattle, the City Light Department, and the International Brotherhood of Electrical Workers, Local 77 effective January 23, 2009 through January 22, 2013; and providing payment therefor.

ORDINANCE NO. 122891

AN ORDINANCE relating to City employment; authorizing the Mayor to sign and/or execute a collective bargaining agreement by and between the City of Seattle and the International Brotherhood of Teamsters, Local 117 Evidence Warehouse and Community Service Officers units to be effective through December 31, 2010; and providing payment therefor.

ORDINANCE NO. 122889

AN ORDINANCE authorizing the purchase, for park, open space and recreation purposes, of real property commonly known as Webster Park, a portion of the former Webster Elementary School, located at 3017 NW 67th Street, from Seattle School District No. 1, and authorizing acceptance of the deed, making appropriations, amending the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the Cumulative Reserve Subfund-Unrestricted Subaccount, all by a three-fourths vote of the City Council.

ORDINANCE NO. 122890

AN ORDINANCE authorizing the purchase, for park, open space, and recreation purposes, of real property commonly known as a portion of the former Crown Hill Elementary School, located at 9089 Holman Road Northwest, from Seattle School District No. 1, authorizing acceptance of the deed, authorizing the creation of an Opportunity Fund Project consistent with the requirements of Ordinance 120024, making appropriations, amending the 2008-2013 Capital Improvement Program, and authorizing the loan of funds from the City's Consolidated (Residual) Cash Pool, or its participating funds, to the 2000 Parks Levy Fund, all by a three fourths vote of the City Council.

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ORDINANCE NO. 122885

AN ORDINANCE relating to lobbying activities by City of Seattle officials and employees; repealing Ordinance 120960.

ORDINANCE NO. 122888

AN ORDINANCE, relating to City employment, ~~to be known~~ as the 2009 Pay Zone Ordinance; adjusting the pay zone structures for the City's discretionary pay programs for the year 2009.

ORDINANCE NO. 122887

AN ORDINANCE relating to City employment, commonly referred to as the Fourth Quarter 2008 Employment Ordinance; establishing new titles and/or salaries; designating positions as exempt from Civil Service status; all by a 2/3 vote of the City Council.

ORDINANCE NO. 122886

AN ORDINANCE relating to security from terrorism; authorizing the City to partner with the State of Washington and King County to receive financial assistance from the Department of Homeland Security (DHS), Office for State and Local Government Coordination and Preparedness under the Urban Areas Security Initiative Grant for Federal Fiscal Year 2008 (UASI 08), authorizing an application for allocation of funds under that agreement, increasing appropriations to the Police Department, Fire Department and Department of Information Technology in the 2009 Budget.

ORDINANCE NO. 122884

AN ORDINANCE adopting the 2007 City of Seattle Disaster Debris Management Plan and designating Seattle Public Utilities as the lead City department for debris management during the recovery phase following a large natural or human-caused disaster.

ORDINANCE NO. 122883

AN ORDINANCE authorizing Seattle Public Utilities to acquire by purchase or condemnation of land and all improvements thereon property situated at 1318 North 128th Street, Seattle for water, drainage and other utility or general municipal purposes.

ORDINANCE NO. 122881

AN ORDINANCE relating to the Neighborhood Parks, Green Spaces, Trails, and Zoo Levy; authorizing the acquisition of real property commonly known as 2100 Westlake Avenue; authorizing acceptance of the deed for open space, park, and recreation purposes; increasing appropriations to the Department of Parks and Recreation in the 2008 Budget; all by a three-fourths vote of the City Council.

Publication ordered by JUDITH PIPPIN, City Clerk

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