



Staff Analysis and Report to the Board

Board Meeting/Work Session Date: January 8, 2019

Senior Lead: Clair Hertz, Deputy Superintendent of Business and Operation

Department Lead: Vacant

Staff Lead: Sara King, Director of Planning and Property Management

**SUBJECT: GRANT HIGH SCHOOL - RECIPROCAL PARKING AND ACCESS
EASEMENT AGREEMENT TO PORTLAND PARKS AND RECREATION**

I. BACKGROUND

In 1956, a new gymnasium was built on the Grant HS campus and that project required off street parking. The parking lot that was constructed encroached on a 12 foot by 565 foot portion of City land in the adjacent Grant Park. Portland City Council passed Ordinance No. 104405 to grant PPS a revocable permit to use the City Property for Grant High School parking lot with the condition that the general public could also use the area for parking.

Since that time, the Grant parking lot has been maintained and operated by PPS and remained open to the public. The parking lot is most actively used by the Grant HS staff during the school year and by the public in the summer when Portland Parks and Recreation's Grant Pool is open.

In 2010, the City Ordinance was superseded and replaced by a Collaboration Agreement for the Joint Use of Portland Public Schools and Portland Parks & Recreation Facilities between PPS and the City. The agreement established use "by PPS staff and visitors as well as Grant Park visitors and the general public". Ownership, operation and management, maintenance and repair, improvements, and all utilities associated with the parking lot was stated to be the responsibility of PPS.

As part of the PPS Bond construction to modernize Grant High School, PPS is required to reconstruct and expand the Grant parking lot. The expansion required further encroachment into Grant Park, in large part because of the addition of City mandated storm water treatment facility and a vehicular turnaround. Portland Parks and Recreation (PP&R) agreed to the expansion.

PP&R is requiring a Reciprocal Parking and Access Easement Agreement (the Easement) for the expanded use of Grant Park land. The easement will grant PPS non-exclusive access and parking rights on the portions of the parking lot built on Grant Park land. In exchange for the expanded use of its land, PP&R requires PPS to grant the City the same non-exclusive access on the portions of the parking lot built on PPS property, creating shared use of the Grant parking lot. PP&R also requires that PPS repair and maintain the parking lot for the next fifteen years, at which time the intensity of use and cost coverage by parties will be reevaluated.

II. RELATED POLICIES/BEST PRACTICES

The Collaboration Agreement for the Joint Use of Portland Public Schools and Portland Parks & Recreation Facilities states that PPS and PP&R will "explore opportunities to reduce their collective costs for facility management through cooperative agreements." The party making improvements or changing an existing use is responsible to take the lead in obtaining land use approvals and facilitating community involvement.

III. ANALYSIS OF SITUATION

The parties agreed to expand the use of Grant Park land for the new Grant HS parking lot. In exchange for the expanded use, PP&R requires a reciprocal easement of PPS land. The City also required that PPS take responsibility for the utilities, maintenance and repairs for the parking lot for fifteen years. The drafted Easement is subject to approval by the school board because of the value of the easement and the City of Portland.

IV. FISCAL IMPACT

PPS has responsibility for the maintenance, repairs, and utilities associated with the new parking lot for a period of fifteen years.

Staff estimates that the size of each parties' easement is roughly equal and that the value of the land (zoned R2) associated with the easement that PPS is granting to the City is approximately \$230,000.

V. COMMUNITY ENGAGEMENT (IF APPLICABLE)

The Grant HS Bond Project engaged the Grant community during the design development. No objections were made to the changes in the parking lot.

VI. TIMELINE FOR IMPLEMENTATION/EVALUATION

The Easement will be in effect when both parties approve and sign the Easement document.

VII. BOARD OPTIONS WITH ANALYSIS

The Reciprocal Easement includes the following changes:

- Joint Use: The Grant Easement will provide PPS and PP&R joint use of the Grant parking lot.
- Termination flexibility: None.
- Responsibility for Maintenance and Repair: PPS will be required to solely maintain and repair, improve, and pay utilities associated with the parking lot for fifteen years.

VIII. STAFF RECOMMENDATION

Staff recommends the Board adopt the Reciprocal Parking and Access Easement Agreement associated with the new parking lot at Grant High School.

IX. I have reviewed this staff report and concur with the recommendation to the Board.



Guadalupe Guerrero
Superintendent
Portland Public Schools

January 9, 2019

Date

ATTACHMENTS

A. Depiction of Reciprocal Easements

PPS District Priorities FY 2018-19

1. *Set a clear Vision and Strategic Plan*
 2. *Create equitable opportunities and outcomes for all students*
 3. *Build management and accountability systems and structures*
 4. *Allocate budget, funding and resources focused on improving outcomes for students*
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