



City of Tukwila
**Community Services
 and Safety Committee**

- ◆ Kate Kruller, Chair
- ◆ Thomas McLeod
- ◆ Cynthia Delostrinos Johnson

Distribution:

- | | |
|------------------------|---------------|
| K. Kruller | Mayor Ekberg |
| T. McLeod | D. Cline |
| C. Delostrinos Johnson | R. Bianchi |
| D. Quinn | C. O'Flaherty |
| | A. Youn |
| | L. Humphrey |

AGENDA

MONDAY, FEBRUARY 24, 2020 – 5:30 PM
FOSTER CONFERENCE ROOM
 (6300 Building, Suite 100)

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. An agreement with King County to receive tax levy funds for Parks & Recreation capital projects. <i>Robert Eaton, Parks & Recreation Manager</i>	a. Forward to 3/2 Consent Agenda.	Pg.1
b. Parks & Recreation capital budget items in the amount of \$2,680,000. <i>Robert Eaton, Parks & Recreation Manager</i>	b. Forward to 3/2 Consent Agenda.	Pg.11
c. Review of draft Parks, Recreation, and Open Space (PROS) Plan. <i>Robert Eaton, Parks & Recreation Manager</i>	c. Forward to 2/24 C.O.W. for Public Hearing, 3/23 C.O.W., and 4/6 Regular Mtg.	Pg.19
d. Public Safety Plan: Fire station murals and process moving forward. <i>Rachel Bianchi, Deputy City Administrator</i>	d. Committee consideration/ decision.	Pg.23
2. MISCELLANEOUS		

Next Scheduled Meeting: *March 9, 2020*



The City of Tukwila strives to accommodate individuals with disabilities. Please contact the City Clerk's Office at **206-433-1800** (TukwilaCityClerk@TukwilaWA.gov) for assistance.



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee
FROM: Rick Still, Parks & Recreation Director
BY: Robert Eaton, Parks & Recreation Manager
CC: Mayor Ekberg
DATE: February 24, 2020
SUBJECT: King County Parks Property Tax Levy Agreement

ISSUE

Authorize the Mayor to sign an agreement with King County to receive Parks Property Tax Levy funds for Parks & Recreation.

BACKGROUND

Every six years King County approaches King County residents seeking voter approval for a property tax levy to support parks in King County. A portion of the levy funds are allocated to local cities. Every six years, the City of Tukwila enters into an agreement with King County to receive and utilize these funds. Historically, Tukwila has received approximately \$60,000 annually from these levies coming through a couple financial transfers each year. The previous six-year levy expired at the end of 2019.

DISCUSSION

A new King County six-year property tax levy for 2020 through 2025 was approved by King County voters in the fall of 2019. In order to receive funds from King County, the City needs to enter into an agreement again. This levy is projecting a \$100,000 annual increase in funding for Tukwila.

FINANCIAL IMPACT

Projected funds of approximately \$160,000.00 annually for six years being transferred from King County to the City of Tukwila for Parks and Recreation.

RECOMMENDATION

The Council Committee is being asked to consider this item for approval and send to the Consent Agenda of the March 2, 2020 Regular Meeting.

ATTACHMENTS

A. King County Parks Property Tax Levy Agreement

PARKS PROPERTY TAX LEVY AGREEMENT

between

KING COUNTY & (CITY) City of Tukwila

This Parks Property Tax Levy Agreement (the "Agreement") is made and entered into as of this ____ day of _____, 2020, by and between KING COUNTY, a political subdivision of the state of Washington (the "County") and the City of Tukwila, a State of Washington municipal corporation ("CITY").

RECITALS

- A. The County owns and operates a park system with over twenty-eight thousand (28,000) acres of regional parks and open spaces, over one-hundred-seventy-five (175) miles of regional trails, and two-hundred-fifteen (215) miles of backcountry trails. In addition, the County is the provider of local parks in the rural area and is the transitional provider of local parks in the urban incorporated areas.
- B. Since 2003, on recommendation of the Metropolitan Parks Task Force and direction from the County Executive and County Council, the County's Parks and Recreation Division has focused on managing a system of regional parks, open spaces and trails and a limited set of regional active recreation assets. Consistent with its role as a regional and local rural service provider under Countywide Planning Policies and the State Growth Management Act, the County has divested itself of local parks and facilities in urban unincorporated areas as these areas incorporate or annex to cities.
- C. On April 17, 2019, the King County Council adopted Ordinance 18890 which called for a special election in accordance with RCW 29A.04.321 to authorize a property tax levy in excess of the levy limitation contained in 84.55 RCW for a period of six (6) years for specified park purposes.
- D. On August 6, 2019, King County voters approved Proposition No. 1 Parks Levy that authorized an additional six year property tax levy at a rate of \$0.1832 in the first year, with subsequent levies adjusted by inflation for the purpose of: maintaining and operating King County's open space system; improving parks, recreation, access, and mobility in the King County open space system by acquiring lands and continuing to develop regional trails; improving parks and trails in and acquiring lands by metropolitan parks districts, towns, and cities in King County; funding environmental education, maintenance, and conservation programs at the Woodland Park Zoo; funding capital construction at the Seattle Aquarium; and funding for capital improvements at publicly owned pools, for all King County residents.

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

- I. Definitions. As used in this Agreement, the following terms shall have the following meanings:
- A. "Annual Report" shall mean the annual report prepared by the CITY and provided to the County annually by May 31st beginning in 2021 setting forth a summary of CITY Projects for the preceding year, along with a complete financial accounting for the use of the CITY'S Share, and a listing of all capital investments made at the CITY funded in whole or in part by County Levy Proceeds, and for the 2020 annual report the CITY shall identify the dollar amount of the CITY's Existing Funds.
 - B. "CITY" shall mean the City of Tukwila, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - C. "CITY Parks System" shall mean any building or other structure related to parks or recreation, parks, trails, open space, such as natural areas and resource or ecological lands and other parks or recreation property owned or otherwise under the jurisdiction of the CITY.
 - D. "City Proceeds" shall mean eight percent (8%) of the total County Levy Proceeds collected by King County, net the amounts specified and allocated in Ordinance 18890 Sections 4A-D, and any interest earnings on these funds.
 - E. "CITY Projects" shall mean CITY Parks System operations and capital improvement projects consistent with Ordinance 18890.
 - F. "CITY'S Share" shall mean the CITY's proportionate share of the City Proceeds as authorized by Ordinance 18890, subject to County Council appropriation.
 - G. "County" shall mean King County, State of Washington, and all of its boards, commissions, departments, agencies and other subdivisions.
 - H. "County Council" shall mean the County Council of King County, State of Washington.
 - I. "County Levy" means the annual King County property tax levy for park purposes imposed by the King County Council and authorized by Proposition No. 1 Parks Levy that was approved by the County voters on August 6, 2019 and replaced a levy expiring at the end of 2019.
 - J. "County Levy Proceeds" shall mean the principal amount of the County Levy collected by the County.
 - K. "Executive" shall mean the King County Executive or his or her functional successor.
 - L. "Existing funds" shall have the meaning, as defined by RCW 84.55.050.

2. Term of Agreement. The term of this Agreement (the “Term”) shall be for a period commencing upon signature by both parties (the “Commencement Date”), and expiring on December 31, 2025 (the “Termination Date”).
3. Receipt of County Levy Proceeds.
 - A. General Distribution. Each year the County shall distribute the CITY's Share to the CITY as authorized by Ordinance 18890, subject to County Council appropriation.
 - B. Receipt and Distribution of Levy Proceeds.
 1. Payment Schedule. Beginning in 2020 and through 2025, the County shall transfer the CITY's Share to the CITY on a semi-annual basis, generally in the months of May and November. The annual amounts transferred shall never exceed the CITY's proportionate share of the CITY Proceeds actually collected and appropriated by King County.
 2. Administrative Fee. The Parties agree that the County has authority to deduct a portion from City Proceeds for eligible expenditures related to the administration of the distribution of County Levy Proceeds, consistent with Ordinance 18890.
4. Use of County Levy Proceeds. The CITY shall only use the transferred CITY'S Share for its CITY Projects. On or before May 31st of each year throughout the Term of this Agreement, the CITY shall provide the County with a copy of the Annual Report and provide any further documentation showing that the CITY'S Share was expended on CITY Projects. The CITY shall maintain financial records to account separately for the CITY'S Share.
5. Representations and Warranties. The CITY represents and warrants that all of the CITY'S Share received by the CITY shall be used only for specific CITY Projects as defined in this Agreement and that such funds shall not be used to supplant Existing Funds. The CITY represents and warrants that all CITY Projects shall be consistent with the requirements in King County Ordinance 18890. The CITY represents and warrants that in addition to the CITY'S Share, the CITY shall annually expend on CITY Projects an amount equal to the CITY's Existing Funds.
6. Title to Improvements. All appurtenances, fixtures, improvements, equipment, additions and other property attached to or installed in the CITY Park System during the Term shall be and remain the properties of CITY and shall not be deemed property of the County under any circumstances.
7. Notices. All notices required to be given hereunder shall be in writing and either delivered personally or sent by certified mail to the appropriate address listed below, or at such other address as shall be provided by written notice. Notice shall be deemed communicated upon actual receipt. For convenience of the parties, copies of notices may also be given by other means; however, neither party may give official or binding notice except by personal delivery or by certified mail.

If to the CITY:

CITY's Contact and Title: Rick Still, Director Parks & Recreation

City Name: City of Tukwila

Mailing Address1: 12424 42nd Avenue South

Mailing Address2: _____

City, State, Zip Code: Tukwila, WA, 98168

If to King County:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104

8. Compliance with Laws. The CITY shall comply and conform with all applicable laws and all governmental regulations, rules, and orders.
9. CITY Agreement to Comply with Audit Finding or Repay. The CITY agrees that it is financially responsible for the lawful use of the levy funds distributed under this contract. The CITY agrees that if the State Auditor makes an audit finding that the levy funds have not been spent properly, the CITY shall comply with the State Auditor's audit finding and correct any improper expenditure or, at the sole discretion of the County, repay any indicated amounts to the County. This duty to comply with the audit finding or repay shall not be diminished or extinguished by the prior termination of this Agreement and shall survive the termination of this Agreement.
10. Miscellaneous.
 - A. Liability of the County. The County's obligations to the CITY under this Agreement shall be limited to the terms and conditions set forth herein. Notwithstanding any other provision in this Agreement to the contrary, in no event shall the County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including without limitation lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
 - B. Dispute Resolution. In the event of a dispute between the CITY and the County regarding any term of this Agreement, the parties shall attempt to resolve the matter informally through the following mechanism: the CITY (reps.) or their respective designee(s), shall meet with County (reps) or their respective designee(s) to review and discuss the matter(s) in dispute; if the CITY (representatives) and County (representatives) are unable to reach a mutual resolution, the Executive and the mayor, or their respective

designee(s) shall meet to review and discuss the matter(s) in dispute. If such persons are unable to resolve the matter informally, either party may submit the matter to a non-binding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected party shall be entitled to pursue any legal remedy available. Any disputes involving the lawful expenditure of levy proceeds shall be resolved by King County Superior Court if the parties cannot agree.

- C. No Implied Waiver. No failure by either party hereto to insist upon the strict performance of any obligation of the other party under this Agreement or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues (except in cases where this Agreement expressly limits the time for exercising rights or remedies arising out of a breach), shall constitute a waiver of such breach or of that party's right to demand strict compliance such term, covenant or condition or operate as a surrender of this Agreement. No waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of either party hereto given in any instance under the terms of this Agreement shall not relieve the other party of any obligation to secure the consent of the other party in any other or future instance under the terms of this Agreement.
- D. Headings and Subheadings. The captions preceding the articles and sections of this Agreement and in the table of contents have been inserted for convenience of reference and such captions in no way define or limit the scope or intent of any provision of this Agreement.
- E. Successors and Assigns. The terms, covenants, and conditions contained in this Agreement shall bind and inure to the benefit of the County and the CITY and, except as otherwise provided herein, their personal representatives and successors and assigns. There are no third party beneficiaries to this Agreement.
- F. Agreement made in Washington. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Washington. Venue of any action brought by one party against the other to enforce or arising out of this Agreement shall be in King County Superior Court.

- G. Integrated Agreement; Modification. This Agreement contains all the agreements of the parties hereto relating to the subject matter addressed herein, and cannot be amended or modified except by a written agreement approved by the King County Council and mutually executed between each of the parties hereto.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- I. Time of Essence. Time is of the essence of each provision of this Agreement.
- J. Signage. For each capital project funded with County Levy Proceeds, the CITY shall provide a sign including the following language: **This project was funded (or as applicable, funded in part) with proceeds from the Proposition No. 1 Parks Levy approved by King County voters in August 2019 under an Agreement with King County Parks and Recreation Division.**
- K. Reporting. As set forth in King County Council Motion 15378, section C, for each capital project funded with County Levy Proceeds, the CITY shall report to King County Parks and the King County Council major milestones, such as groundbreaking and opening dates, thirty (30) days prior to such milestone. The CITY shall mail or deliver reports to both King County Parks and the current King County Council councilmembers at:

Warren Jimenez, Division Director
King County Parks and Recreation Division
Department of Natural Resources and Parks
201 South Jackson Street
Mailstop: KSC-NR-0700
Seattle, WA 98104

Councilmembers: _____ (please list all 9 councilmembers)
In care of King County Council Clerk
516 3rd Avenue
Seattle, WA 98104

[SIGNATURE PAGE FOLLOWS]

DATED this ____ day of _____, 2020.

KING COUNTY, a Washington municipal
corporation

CITY OF Tukwila, a
Washington municipal corporation

By _____

By _____

Its _____

Its Mayor

By authority of Ordinance No. 18890



INFORMATIONAL MEMORANDUM

TO: Community Services & Safety Committee

FROM: Rick Still, Parks & Recreation Director

BY: Robert Eaton, Parks & Recreation Manager

CC: Mayor Ekberg

DATE: February 24, 2020

SUBJECT: Parks & Recreation Updated Capital Budget

ISSUE

Revising and updating the Parks & Recreation Capital Budget in response to the Parks, Recreation, and Open Space Plan update being adopted in April.

BACKGROUND

The Parks, Recreation, and Open Space (PROS) Plan update began in May 2019, and included the following; months of strategic community engagement efforts, state of the parks system analysis, service level comparisons, needs assessment, and culmination of a capital projects list with associated priorities to address key needs identified by the community. The DRAFT PROS Plan is under City Council review now and is slated for adoption by Ordinance on April 6, 2020, in order to be eligible to pursue grant funding from the Washington State Recreation and Conservation Office (RCO).

DISCUSSION

The Parks & Recreation section of the current City of Tukwila 2019 – 2024 Financial Planning Model and Capital Improvement Program (CIP Budget) budget book has no capital funds allocated to any specific projects in 2020. In response to the PROS Plan findings, staff updated the existing 2019-2024 CIP Budget plan to map out projects that will address key needs, identified by the community, through the community engagement efforts of the PROS Plan. Updating the Parks & Recreation section of the capital budget now will allow projects to begin in 2020 rather than waiting for the next budget cycle which will postpone projects until 2021.

Four Parks & Recreation Capital Project Summary budget sheets (pages 29, 31, 36, and 40 of the CIP Budget book) have been revised and updated to reflect the PROS Plan project list. The revised pages are attached. Any and all capital project expenditures will be included in the annual year-end budget amendment. Staff will review and update the capital budget again as part the regular Biennial Budget process later in 2020.

FINANCIAL IMPACT

The attached updated Capital Project Summary sheets project capital funding expenditures up to \$2,680,000 in 2020 to begin initial capital projects in response to the community's key needs identified through the PROS Plan. Of the total \$2.6M, Park Acquisition identifies \$1,500,000 as Proposed Grant; it is possible this may not happen in 2020. Staff wanted to be ready to respond in a timely manner though, and be approved to apply for grant funding, if an opportunity to purchase a key property to help meet the goal of a ten minute walk for all residents to a quality park presented itself. Additionally, the Open Space Improvements budget sheet calls out applying for an RCO grant for passive use development of the 116th St open space. The deadline for that grant is May 2020.

RECOMMENDATION

The Council Committee is being asked to consider approving the updated Parks & Recreation capital budget sheets and authorizing staff to apply for related grants, and send to the Consent Agenda of the March 2, 2020 Regular Meeting.

ATTACHMENTS

- A. Updated Parks & Recreation Capital Project Summary budget sheets

City of Tukwila
CAPITAL IMPROVEMENT PROGRAM
 for
 2019 - 2024

**PARKS & RECREATION
 301 Fund**

CIP Page #	PROJECT TITLE	2020	2021	2022	2023	2024	2025	TOTAL	**Other Sources	After Six Years
28	Lake to Sound Trail	0	0	0	0	0	0	0	0	0
29	<u>Park Acquisition</u>	* 1,525	0	0	0	0	0	1,525	1,525	1525
30	Multipurpose Trails	0	0	0	0	0	0	0	0	150
31	<u>Park Improvements</u>	* 800	0	0	0	0	0	800	0	800
32	Fort Dent Park	0	0	0	0	0	0	0	0	0
33	Municipal Arts Fund	50	50	50	50	50	50	300	294	50
34	Duwamish Hill Preserve	* 0	0	0	0	0	0	0	0	8,018
35	Parks, Recreation & Open Space Plan	0	0	0	0	0	0	0	0	145
36	<u>Tukwila Pond</u>	* 125	0	0	0	0	0	125	0	7,250
37	Tukwila South Trail	* 0	0	0	0	0	0	0	0	6,525
38	Hand Boat Launches	0	0	0	0	0	0	0	0	1,801
39	Macadam Winter Garden & Wetland	* 0	0	0	0	0	0	0	0	1,450
40	<u>Open Space Improvements</u>	* 180	600	0	0	0	0	780	600	5,800
41	Synthetic Turf Field	* 0	0	0	0	0	0	0	0	2,900
Grand Total		2,680	650	50	50	50	50	3,530	2,419	36,414

* Park Impact Fee List Projects (fees must be used within 10 years).
 ** Denotes other funding sources, grants or King County parks levy.
 Park Impact Fees were effective January 1, 2009, per Ordinance 2366
 Updated in 2018 per Ordinance No. 2572

Changes from 2017 to 2019 CIP:

New:

41 Synthetic Turf Field

Deleted:

Dog Park Projects, Crestview and Foster were completed in 2018.

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2020 to 2025

PROJECT: Park Acquisition

Project No. 91730103

DESCRIPTION: Acquisition of land to help meet needs of those that live, work, and play in Tukwila.

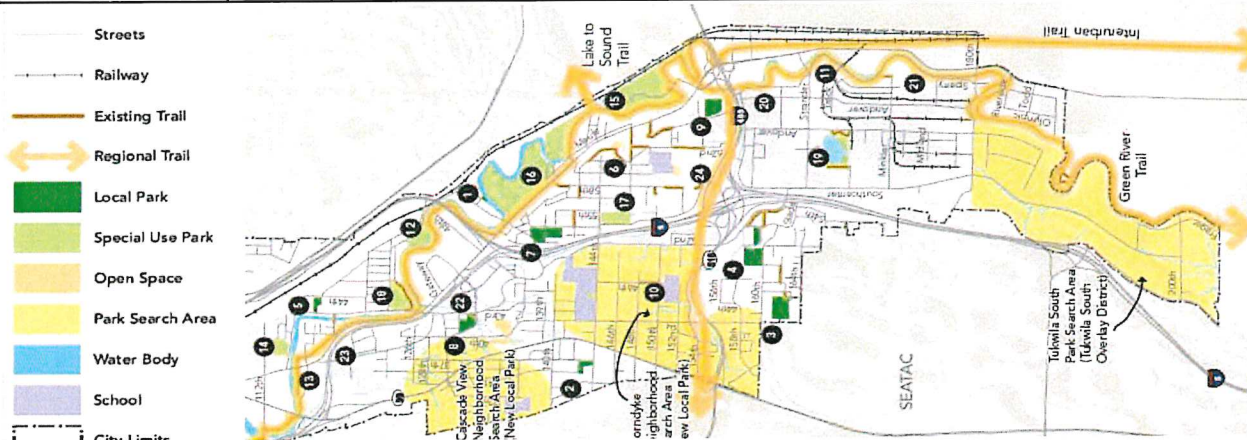
JUSTIFICATION: There are recreational deserts within Tukwila, defined as areas more than a 10-Minute walk away from a quality park. The city desires to provide equitable access to a quality park for all Tukwila residents and acquisition of key properties can help address this. Additionally, open spaces are continually being developed and need to be preserved for future generations. To support new development within the city, and the increase of population associated with development (housing, work, or liesure), additional recreational spaces need to be provided to support those that live, work, and play in Tukwila.

STATUS: 2020 Parks, Recreation, and Open Space (PROS) Plan completed and identifies park search areas to address recreational deserts within the city. This project will help implement the PROS Plan and meet the goal of a 10-Minute walk for any resident to a quality park. One parcel was acquired in 2019, on 116th St in Duwamish neighborhood, via King County CFT Grant Funds (CFT). Additional \$25K CFT Funds available for "Equitable Access Initial Acquisition Work" project in 2020.

MAINT. IMPACT: To be determined.

COMMENT: Project is on Park Impact Fee list @ 100%.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2018	2019	2020	2021	2022	2023	2024	2025	BEYOND	
EXPENSES										
Design										0
Land (R/W)	151	650	1,525							2,326
Const. Mgmt.										0
Construction										0
TOTAL EXPENSES	151	650	1525	0	0	0	0	0	0	2,326
FUND SOURCES										
Proposed Grant			1,500							1500
Awarded Grant		650	25							675
KC Parks Levy										0
Park Impact Fees										0
REET 1 Funds										0
City Oper. Revenue	151	0	0	0	0	0	0	0	0	151
TOTAL SOURCES	151	650	1525	0	0	0	0	0	0	2326



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2020 to 2025

PROJECT: Park Improvements Project No. 91730101

DESCRIPTION: Replacement, renovation, addition, and/or improvement of amenities in various parks throughout the city. Projects will focus on increasing activation and overall capacity of parks.

JUSTIFICATION: The 6-Year, 2020 Parks, Recreation, and Open Space (PROS) Plan identifies a variety of park improvement projects to be completed based on input from the community engagement efforts. There is not sufficient funding for all projects however some smaller projects can be completed immediately with existing funding. These projects will focus on increasing activation of parks and addressing the results of deferred maintenance of the aging park system, by replacing, renovating, adding, or improving amenities in various parks throughout the city.

STATUS: The 2020 PROS Plan identifies the challenges resulting from deferred maintenance of the aging park system that has caused a significant need of capital infusion. Multiple smaller-sized capital projects can be completed in 2020 in response to the community's input in the PROS Plan.

MAINT. IMPACT: To be determined.

COMMENT: 1% Municipal Arts Fund for City funded costs to be included. Project is on Park Impact Fee list @ 25%.

FINANCIAL (in \$000's)	Through 2018	Estimated 2019	2020	2021	2022	2023	2024	2025	BEYOND	TOTAL
EXPENSES										
Design			42							42
ARTS 1%			8							
Land (R/W)										0
Const. Mgmt.										0
Construction			750							750
TOTAL EXPENSES	0	0	800	0	0	0	0	0	-	792
FUND SOURCES										
Proposed Grant										0
Awarded Grant										0
KC Parks Levy										0
Park Impact Fees			200							200
REET 1 Funds			600							600
City Oper. Revenue	0	0	0	0	0	0	0	0	0	-
TOTAL SOURCES	0	0	800	0	0	0	0	0	0	800



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2020 to 2025

PROJECT: Tukwila Pond

Project No. 90930101

DESCRIPTION: Master planning, designing, and developing the Tukwila Pond Park in coordination with surrounding property developments and in response to the community.

JUSTIFICATION: There have been a variety of conceptual plans, preliminary studies, and small Public Works projects on site over the last 15 years including a water quality improvements preliminary feasibility study with design, and buffer enhancements along the east side. Through the 2020 Parks, Recreation, and Open Space (PROS) Plan, the community identified this location as a hidden gem in Tukwila and expressed great interest in seeing the site developed and made accessible. Additionally, there is great support from several surrounding property owners to pursue developing this site further.

STATUS: The current site is difficult to access, hidden from view, has significant challenges resulting from deferred maintenance, and receives significant vandalism. There has been no capital infusion at this site in over ten years.

MAINT. IMPACT: To be determined.

COMMENT: Council approved expending Lodging Tax funds towards hiring a consultant to develop a whole site Master Plan as it relates to the Southcenter area and surrounding properties. 1% Municipal Arts Fund for City funded construction included. Project is on Park Impact Fee list @ 75%.

FINANCIAL (in \$000's)	Through Estimated		2020	2021	2022	2023	2024	2025	BEYOND	TOTAL
	2018	2019								
EXPENSES										
Design			125						1,250	1,375
ARTS 1%										
Land (R/W)										0
Const. Mgmt.									1,000	1000
Construction									5,000	5,000
TOTAL EXPENSES	0	0	125	0	0	0	0	0	7,250	7,375
FUND SOURCES										
Proposed Grant										0
Awarded Grant										0
KC Parks Levy										0
Park Impact Fees										0
REET 1 Funds										0
Lodging Tax Funds			125							125
City Oper. Revenue	0	0	0	0	0	0	0	0	7250	7,250
TOTAL SOURCES	0	0	125	0	0	0	0	0	7250	7375



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2020 to 2025

PROJECT: Open Space Improvements Project No. 91930102

DESCRIPTION: Development of new and future acquired properties and open spaces to meet community needs.

JUSTIFICATION: The city desires to provide equitable access to a quality park for all Tukwila residents. Developing existing, and potential future acquired properties, into a quality park will help meet this goal. There are multiple open spaces in the Tukwila Park System that are not promoted as public parks or supportive of public use for various reasons (wetlands, steep slopes, vegetation, etc.). Various sites have developable opportunities that would enable them to be promoted as open public use spaces and could help meet the needs of the community while still maintaining the ecological benefits of preserved green space.

STATUS: Many sites exist within the current Tukwila Park System with potential for more sites in the future via the Park Acquisition plan, grants, and property donations. The recently acquired 116th Parcel in the Duwamish Neighborhood, borders the Green River Trail, has 150ft of riverbank and needs preliminary site demo work. A grant through the Washington State Recreation and Conservation Office (RCO) can be applied for future passive use development; this is a 2-year grant cycle with applications due in May 2020.

MAINT. IMPACT: To be determined.

COMMENT: 1% Municipal Arts Fund for City funded construction costs included. Project is on Park Impact Fee list @ 75%.

FINANCIAL (in \$000's)	Through Estimated		2020	2021	2022	2023	2024	2025	BEYOND	TOTAL
	2018	2019								
EXPENSES										
Design			25	124						149
ARTS 1%				6						
Land (R/W)	150									150
Const. Mgmt.										0
Construction			155	470						625
TOTAL EXPENSES	150	0	180	600	0	0	0	0	-	924
FUND SOURCES										
Proposed Grant				600						600
Awarded Grant										0
KC Parks Levy										0
Park Impact Fees			135							135
REET 1 Funds			45							45
City Oper. Revenue	150	0	0	0	0	0	0	0	0	150
TOTAL SOURCES	150	0	180	600	0	0	0	0	0	930





INFORMATIONAL MEMORANDUM

**TO: Community Services & Safety Committee AND
Planning & Economic Development Committee**

FROM: Rick Still, Parks & Recreation Director

BY: Robert Eaton, Parks & Recreation Manager

CC: Mayor Ekberg

DATE: February 24, 2020

SUBJECT: Parks, Recreation, and Open Space Draft Plan Review and Final Adoption

ISSUE

Review, discussion, and adoption by ordinance of the 2020 Parks, Recreation, and Open Space Plan.

BACKGROUND

An agency has a Parks, Recreation, and Open Space (PROS) Plan for a number of reasons. It helps to establish the parks and recreation needs of a community and identifies strategies to meet those needs. It establishes a 6-year Capital Improvement Plan and provides policy and standards to guide the department for the future. It also serves as the Open Space Plan which is required for the City to be eligible for State and Federal grant funding. Staff is proposing to adopt an updated PROS Plan in 2020 for the following reasons:

- The most recent PROS Plan was adopted in 2014 and expired in 2019.
- The PROS Plan was budgeted to be updated in 2019 according to the 2019 – 2024 Financial Planning Model and Capital Improvement Program.
- The PROS Plan serves as the Master Plan for Parks, Recreation, and Open Space. In order to continue to qualify for Federal and State Grant Funding, this must be updated.
- Significant changes have occurred since the current PROS Plan was adopted in 2014, including demographic, financial climate, service providers, and department staffing levels. The plan will help to forecast future trends and their impact on parks and recreation.
- The PROS Plan evaluates the parks system, recreation programs, facilities, and events; identifies underserved portions of the community; and provides recommendations and funding strategies to help meet identified needs.
- The PROS Plan takes into account the City's Strategic Plan, Comprehensive Plan, countywide planning policies, and the Growth Management Act.

The current 2014 – 2019 Parks, Recreation, and Open Space (PROS) Plan was adopted by Ordinance Number 2207 on February 18, 2014 and amended by Ordinance Number 2573 on May 7, 2018 (in conjunction with the Parks Impact Fees update). Staff have been working with a consultant, MIG, since May 2019 to update the PROS Plan.

On October 29, 2019, MIG presented an update to the Community Development and Neighborhoods Council Committee on the PROS Plan process and accomplishments. The update included community engagement efforts, needs assessment findings, and key challenges, barriers, and potential opportunities. The 2019 CDN Committee provided valuable input on the plan development.

At the December 4, 2019 Community Development and Neighborhoods Council Committee, staff shared the top ten key needs identified through the community engagement process, along with capital projects and priorities. The Council Committee reviewed, discussed, and provided feedback to staff to help guide future decision making on capital projects and priorities that best address the key needs.

The culmination of all the community and committee work is captured in the draft 2020 – 2025 PROS Plan, which is complete and open to the public for review and comment.

DISCUSSION

A draft version of the PROS Plan was made available to the public on Friday, February 14, 2020 for review and comment (Attachment A). The review period closes Sunday, March 1, 2020. Concurrently, the draft PROS Plan was distributed to all Councilmembers. Staff are facilitating review and discussion of the draft plan with both the Community Services & Safety and Planning & Economic Development Council Committees. Additionally, there is a public hearing scheduled for February 24, 2020 Committee of the Whole.

Once the review period closes, the consultant will update the plan and a final version will be presented at the March 23, 2020 Committee of the Whole, and subsequent April 6, 2020 Regular Meeting for adoption by ordinance (Attachment B). The final plan will need to be adopted at the April 6, 2020 Regular Meeting to be eligible to apply in this 2-year cycle for potential future grant funding from the Washington State Recreation and Conservation Office (RCO). If the plan is not adopted by that time, special permission will have to be pursued from RCO to become eligible, however, it is not guaranteed.

Here is a summary of the review and adoption schedule for reference.

- 2/14 – Draft plan distributed to all Councilmembers
- 2/24 – CSS Committee draft plan review & feedback
- 2/24 – COW Public Hearing
- 3/2 – PED Committee draft plan review & feedback
- 3/23 – COW Plan Adoption (discussion)
- 4/6 – REG Plan Adoption by Ordinance

FINANCIAL IMPACT

n/a

RECOMMENDATION

The Council Committees are being asked to consider this item and approve sending the final version of the PROS Plan to the March 23, 2020 Committee of the Whole and the April 6, 2020 Regular Meeting for adoption by ordinance.

ATTACHMENTS

- A. DRAFT Ordinance adopting the 2020 – 2025 Parks, Recreation, and Open Space
- B. DRAFT 2020 – 2025 Parks, Recreation, and Open Space Plan

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING A NEW PARKS, RECREATION, AND OPEN SPACE PLAN FOR THE CITY OF TUKWILA; REPEALING ORDINANCE NOS. 2430 AND 2573; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 35A.63.062 authorizes the City of Tukwila to perform comprehensive park and open space planning; and

WHEREAS, the Tukwila City Council requested that (through the Parks and Recreation Department) the administration prepare an updated Parks, Recreation, and Open Space (PROS) Plan; and

WHEREAS, to remain eligible for state funding the City's PROS Plan must be updated every six years as required by the Washington State Recreation and Conservation Office; and

WHEREAS, the PROS Plan has been evaluated as appropriate under SEPA pursuant to RCW 43.21C in 2019; and

WHEREAS, the City administration and Park Commission have completed review and modification of the PROS Plan, and have forwarded the 2020 Parks, Recreation, and Open Space Plan to the City Council for review and adoption; and

WHEREAS, the PROS Plan was presented to the public for comment and modification at a public hearing on February 24, 2020;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. The 2020 Parks, Recreation, and Open Space Plan, attached hereto as Exhibit A, is hereby adopted.

Section 2. A copy of the 2020 Parks, Recreation and Open Space Plan shall be kept on file electronically and accessible from the City's website in accordance with Washington State records retention schedule requirements and City policy, and shall be made available to the public upon request.

Section 3. A copy of this ordinance and the Parks, Recreation, and Open Space Plan shall be filed with the following City departments:

1. Community Development
2. Public Works Department
3. Finance Department
4. Parks & Recreation Department
5. Mayor's Office

Section 4. The 2014 Parks, Recreation, and Open Space Plan, adopted by Ordinance No. 2430 on February 18, 2014, and amended by Ordinance No. 2573 on May 7, 2018, is hereby repealed.

Section 5. Repealer. Ordinance Nos. 2430 and 2573 are hereby repealed.

Section 6. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 7. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 8. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2020.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Office of the City Attorney

Ordinance Number: _____

Attachment: Exhibit A – 2020 Parks, Recreation, and Open Space Plan



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

CC: Mayor Ekberg

FROM: Rachel Bianchi, Deputy City Administrator

DATE: February 14, 2020

SUBJECT: Follow Up to Public Safety Plan Art Presentation

ISSUE

The City Council requested that staff provide the Community Services and Safety Committee with suggestions on resolving the issues around the prospective murals located in the new Fire Stations 51 and 52. In addition, staff would like to clarify information about the process for public art moving forward.

DISCUSSION

Overall Approach to Public Safety Plan Art

The project team had the following approach to art associated with the Public Safety Plan:

- Ensure at least 1% of the construction costs for each building to fund art in the buildings; goals exceeded on all three buildings.
- Identify ways to maximize art opportunities to be community-led for the long term:
 - Create spaces for physical art displays
 - Create spaces for experiential art and events
- 1% for art policy adopted by Council at the beginning of the projects, but the Municipal Arts Plan was not yet complete; chose to put the 1% into the buildings to honor Council's intentions.
- Alignment with the Municipal Arts Plan once complete:
 - "Intent: Decisions regarding use of public funds for art and culture will provide a balance of project types and locations, based on the intent and vision of *Tukwila Arts*.
 - Art at purposely selected civic buildings
 - Art and culture that highlight the particular places that make Tukwila unique
 - Community engagement projects that emphasize the creative process
 - Community-wide culturally-based gatherings, events and performances."
 - Tukwila International Boulevard focus area: plan indicates "art can give identify to International Boulevard...bringing color and beauty to the street scape" and that art can "bring color and beauty to International Boulevard."
 - Community Events: "...shared, joyful experiences in park spaces, along the river, or along Tukwila International Boulevard. Such events could be City led, or community-based with City support... Instead of following models from elsewhere, Tukwila could adapt models to serve its community needs."

Fire Station Murals

At the January 27 Committee of the Whole meeting the architects associated with the Justice Center and Fire Stations presented on the Public Safety Plan's art program and how the City is achieving the 1% for art mandate. Concerns around gender and racial representation were raised about the murals designed for the two fire stations. At the subsequent February 3 Regular Council meeting, additional concerns regarding these murals were voiced by residents and a City staff member.

Staff recommends that the mural program be sent to the Tukwila Arts Commission for discussion and ultimate decision on whether to accept or reject the mural program. This type of decision is within the purview of the Commission. Due to timing, with the Arts Commission meeting two days after this committee meeting, staff has already scheduled this item on the Commission's agenda. Should the Committee not concur with this approach, staff will pull the item from the Commission's agenda. In order to ensure transparency, the interested parties who testified on this issue, as well as representatives from the Fire Department, have been notified that the mural program is a likely agenda item for the Arts Commission at their February 26 meeting. Staff will follow up to let the interested parties know of the Committee's decision.

There is precedent of public agencies in the region rejecting a commissioned piece of art for a variety of reasons. Accepting or rejecting an art concept, versus trying to make modifications to the concept, is best practice. Staff does not recommend trying to alter the current concept of the artwork.

Honoring Indigenous Cultures

At the January 27 Committee of the Whole meeting, questions were asked about how the City should appropriately recognize indigenous cultures. While not explicit in the arts presentation, all three projects will contain recognition of the indigenous cultures that were in the area prior to white settlers. At the Justice Center, such recognition will be integrated into the large maple slab at the front door. At Fire Station 51, it will be included in the front lobby mural and in the plaza area at Fire Station 52.

Programming Public Safety Plan Art, Performances and Events

As stated above, one of the main approaches that the team took to the Public Safety Plan Art program was to:

- Identify ways to maximize art opportunities that can be community-led for the long term:
 - Create spaces for physical art displays
 - Create spaces for experiential art and events

As the buildings come online and this approach is operationalized, policies will be critical to ensure that art, performances and events located at the sites are inclusive. As such, staff is currently developing policies on how the City selects art, vendors, performers and artists in an equitable fashion. These policies are in draft form and the Arts Commission will be involved in their review. As a result of the questions raised about the Fire Stations murals, staff now recommends that once that policy has been drafted and reviewed by the Arts Commission that it also go to the Equity and Social Justice Commission for review and comment.

Additionally, as a part of implementing the City's adopted Equity Policy, one of the four priorities for 2020 is the development of an Equitable Outreach Toolkit. Goal 2 of the adopted Equity Policy reads:

2. Community outreach and engagement is relevant, intentional, inclusive, consistent and ongoing. The City often has important information to share with the community, and often seeks dialogue with the community. The City will create a community outreach and engagement toolkit to enable inclusive public engagement that all departments will use when seeking community participation.

A subcommittee of the City's Equity Policy Implementation Committee (EPIC) is currently working on drafting the toolkit. Once the draft is complete the toolkit (along with the other products of the four Equity Policy priorities for 2020) will be presented to the Equity and Social Justice Commission for review and comment. The final toolkit will then be used when evaluating the City's engagement around art, events, performances and vendors at the new Justice Center and Fire Stations, as well as other sites programmed by the City.

RECOMMENDATION

Staff is seeking the Committee's concurrence to send the Fire Station mural program to the Arts Commission.

