



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

- ◆ Cynthia Delostrinos Johnson, Chair
- ◆ De'Sean Quinn
- ◆ Zak Idan

<u>Distribution:</u>	
C. Delostrinos Johnson	Mayor Ekberg
D. Quinn	D. Cline
Z. Idan	R. Bianchi
K. Kruller	C. O'Flaherty
K. Hougardy	A. Youn
	L. Humphrey

AGENDA

MONDAY, NOVEMBER 15, 2021 – 5:30 PM

FOSTER CONFERENCE ROOM
 (6300 Building, Suite 100)

**THIS MEETING WILL NOT BE CONDUCTED AT CITY FACILITIES
 BASED ON THE GOVERNOR'S PROCLAMATION 20-28.**

**THE PHONE NUMBER FOR THE PUBLIC TO LISTEN TO THIS
 MEETING IS: 1-253-292-9750, Access Code 758631791#**

Click here to: [Join Microsoft Teams Meeting](#)

For Technical Support during the meeting call: 1-206-433-7155.

Item	Recommended Action	Page
1. BUSINESS AGENDA		
a. A grant agreement with the Washington State Office of Public Defense for 2022-2023 for \$75,000.00. <i>David Cline, City Administrator</i>	a. Forward to 11/22 Special Meeting Consent Agenda.	Pg.1
b. A Question and Answer Session with community representatives from the Use of Force Review Board and Law Enforcement Training and Community Safety Act (LETCSA). <i>Ross Dworman, Sharon Baker, Sean Goode, Allan Howard, Eric Lund, Deputy Police Chief</i>	b. Discussion only.	
c. Park lease agreements with the Tukwila School District. <i>Stephanie Gardner-Brown, Recreation Superintendent</i>	c. Forward to 12/6 Consent Agenda.	Pg.19
d. An update on the Tukwila Pond Master Plan. <i>Tracy Gallaway, Parks & Recreation Director</i>	d. Discussion only.	Pg.47
2. MISCELLANEOUS		

Next Scheduled Meeting: December 6, 2021



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 AND SAFETY COMMITTEE

CC: Mayor Ekberg
David Cline, City Administrator

FROM: Cheryl Thompson, Executive Assistant

DATE: November 4, 2021

SUBJECT: Office of Public Defense 2022-2023 Grant Agreement

ISSUE

The Washington State Office of Public Defense (WSOPD) has awarded the City of Tukwila grant funds in the amount of \$75,000 for the Public Defense Program: \$37,500 for 2022 and \$37,500 for 2023. Council needs to approve execution of the grant agreement since the award exceeds the \$40,000 threshold.

BACKGROUND

The City of Tukwila has applied for and received grant awards from the WSOPD since 2013. The grant awards for 2013 – 2017 were for one year and ranged from \$22,000 - \$25,600. Effective 2018 WSOPD transitioned to a two-year grant application and award process and the City has received awards for \$85,000 for 2018-2019 and \$80,000 for 2020-2021.

DISCUSSION

On November 1, 2021 the City received notification that WSOPD has awarded the City \$75,000 in grant funds for 2022-2023: \$37,500 for each year. WSOPD has stipulated that the grant funds be used for the following: Increased compensation for public defense service providers; Reimbursement of training costs for public defense service providers; Investigator and/or expert services; Social worker services to assist public defense attorneys; and Interpreter services for attorney-client interviews and communications. The attached Grant Agreement must be signed and returned to WSOPD by December 30, 2021 to accept the award and receive the funds. The City agrees to utilize the grant funds as stipulated by WSOPD and to submit four written reports to WSOPD as outlined in the agreement.

Past grant awards from WSOPD have allowed the City to translate our public defense forms into six different languages; to provide interpreter resources to public defense attorneys for attorney-client appointments; to contract with a private investigator for public defense cases; to contract with a social services case manager to assist public defense clients in obtaining social service; to reimburse public defense attorneys for training costs for participating in trainings approved by WSOPD and to increase compensation to public defense service providers to cover additional

services implemented due to the transition to virtual court hearings. These grant funds will allow the City to continue providing these services in 2022-2023.

RECOMMENDATION

The Council is being asked to send this item to the consent agenda at the November 22, 2021 Special meeting.

ATTACHMENTS

2022-2023 Grant Agreement

FACE SHEET

WASHINGTON STATE OFFICE OF PUBLIC DEFENSE

<p>1. Grantee City of Tukwila 6200 Southcenter Blvd Tukwila, WA 98188</p>	<p>2. Grantee Representative Cheryl Thompson Executive Assistant 6200 Southcenter Blvd Tukwila, WA 98188</p>
<p>3. Office of Public Defense (OPD) 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>	<p>4. OPD Representative Katrin Johnson Managing Attorney Office of Public Defense 711 Capitol Way South, Suite 106 PO Box 40957 Olympia, WA 98504-0957</p>
<p>5. Grant Amount \$75,000.00</p>	<p>6. Grant Period January 1, 2022 through December 31, 2023</p>
<p>7. Grant Purpose The Chapter 10.101 RCW city grants are competitive grants for the purpose of improving the quality of public defense services in Washington municipalities. (See Chapter 10.101 RCW.)</p>	
<p>The Office of Public Defense (OPD) and Grantee, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start January 1, 2022 and end December 31, 2023. The rights and obligations of both parties to this Grant are governed by this Grant Agreement and the following other documents incorporated by reference: Special Terms and Conditions of the City Grant Agreement, General Terms and Conditions of City Grant Agreement, and Exhibits A, B, C, and D.</p>	
<p>FOR THE GRANTEE</p> <p>_____</p> <p>Allan Ekberg, Mayor</p> <p>_____</p> <p>Date</p>	<p>FOR OPD</p> <p>_____</p> <p>Larry Jefferson, Director</p> <p>_____</p> <p>Date</p>

SPECIAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

- a. The Representative for OPD and their contact information are identified on the Face Sheet of this Grant.
- b. The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. GRANT AWARD AMOUNT

The Grantee is awarded seventy-five thousand dollars and 00/100 Dollars (\$75,000.00) to be used for the purpose(s) described in the USE OF GRANT FUNDS below. One-half of the award amount shall be disbursed to Grantee in January 2022 for use during calendar year 2022. The remaining one-half shall be disbursed to Grantee in January 2023 for use during calendar year 2023. The disbursement of any grant funds is subject to the availability of funding appropriated to OPD by the Washington State Legislature.

3. PROHIBITED USE OF GRANT FUNDS (as adopted in OPD Policy County/City Use of State Public Defense Funding)

- a. Grant funds cannot be used to supplant local funds that were being spent on public defense prior to the initial disbursement of state grant funds.
- b. Grant funds cannot be spent on purely city or court administrative functions or billing costs.
- c. Grant funds cannot be used for cost allocation.
- d. Grants funds cannot be used for indigency screening costs.
- e. Grant funds cannot be used for city or court technology systems or administrative equipment.
- f. Grant funds cannot be used for city attorney time, including advice on public defense contracting.

4. USE OF GRANT FUNDS

- a. Grantee agrees to use the grant funds for the following:
 - i. Increased compensation for public defense service providers
 - ii. Reimbursement of training costs for public defense service providers
 - iii. Investigator and/or expert services
 - iv. Social worker services to assist public defense attorneys
 - v. Interpreter services for attorney-client interviews and communications.
- b. Grantee agrees to obtain OPD's written permission before funds are used for any purpose other than those listed in Section 4a above. Permission issued by electronic mail shall be sufficient for purposes of identifying other uses of grant funds not listed in section a.
- c. Grantee agrees to use the first disbursement of funds in calendar year 2022, and the second disbursement of funds in calendar year 2023. If Grantee is unable to use the funds in the year for which the funds are disbursed, the Grantee agrees to notify OPD to determine what action needs to be taken.
- d. Grantee agrees to deposit the grant check within fourteen days of receipt.

5. **OVERSIGHT**

- a. Grantee agrees to submit written reports to OPD. The first report shall be submitted to OPD no later than June 1, 2022 using the template found in Exhibit A. The second report shall be submitted to OPD no later than December 1, 2022 using the template found in Exhibit B. The third report shall be submitted to OPD no later than June 1, 2023 using the template found in Exhibit C. The final report shall be submitted to OPD no later than December 1, 2023 using the template found in Exhibit D. Where indicated, reports must be submitted along with the Grantee City's public defense attorneys' contracts, certifications of compliance, and other required documentation.
- b. Over the duration of the grant term, OPD may conduct site visits for purposes of addressing improvements to public defense and ensuring the use of grant funds for their specified purposes. At OPD's request, Grantee will assist in scheduling such site visits and inviting appropriate attendees such as, but not limited to: public defense attorneys, judicial officers, and city representatives.

6. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes, regulations, and court rules
- Special Terms and Conditions of the City Grant
- General Terms and Conditions of the City Grant

GENERAL TERMS AND CONDITIONS OF THE CITY GRANT AGREEMENT

1. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

2. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendment shall not be binding unless it is in writing and signed by personnel authorized to bind each of the parties.

3. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 29 CFR Part 35.

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of OPD.

5. ATTORNEY'S FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

6. CONFORMANCE

If any provision of this Grant violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

7. ETHICS/CONFLICTS OF INTEREST

In performing under this Grant, the Grantee shall assure compliance with the Ethics in Public Service, Chapter 42.52 RCW and any other applicable court rule or state or federal law related to ethics or conflicts of interest.

8. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, OPD, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the performance or failure to perform the Grant.

10. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations, court rules, policies of local and state and federal governments, as now or hereafter amended.

11. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part.

12. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of the Grant, OPD reserves the right to recapture funds in an amount to compensate OPD for the noncompliance in addition to any other remedies available at law or in equity.

13. RECORDS MAINTENANCE

The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant. Grantee shall retain such records for a period of six (6) years following the end of the grant period. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

14. RIGHT OF INSPECTION

At no additional cost all records relating to the Grantee's performance under this Grant shall be subject at all reasonable times to inspection, review, and audit by OPD, the Office of the State Auditor, and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Grant. The Grantee shall provide access to its facilities for this purpose.

15. SEVERABILITY

If any provision of this Grant or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Grant that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Grant and to this end the provisions of this Grant are declared to be severable.

16. SUBJECT TO THE AVAILABILITY OF FUNDS

Any full or partial allocation of funds under this Grant is subject to the appropriation of funds by the Washington Legislature to OPD.

17. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing.

Exhibit A

Washington State Office of Public Defense
 Public Defense Improvement Program
 City Grant Report #1

All City grant recipients are required to submit a completed copy of this report, along with corresponding documentation, to the Washington State Office of Public Defense by June 1, 2022.

City: _____

Date Completed: _____

Contact Name: _____

Title: _____

Mailing Address: _____

Phone: _____

Email Address: _____

Section I: Public Defense Expenditures/Budget

1.1 In 2021, the city paid indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.2 For 2022, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

1.3 What amount of the 2022 state grant funds has been spent to date? _____ \$ _____

Section II: Case Assignments

2.1 Provide the following data for the total number of public defense cases assignments in 2021:

Fill in section 2.1(a) if the city has a public defender agency or contracts with a county public defender agency or non-profit public defense firm. Fill in section 2.1(b) for list appointments or contracts with private attorneys.

a. Cities using public defender agencies.

Number of cases assigned to public defender agency (not including conflict counsel): _____

Number of probation violations and other miscellaneous post sentencing hearings assigned: _____

Number of full-time-equivalent public defenders: _____

Average per-attorney caseload, if available: _____

b. Cities using list appointments or contracts with private firms.

Number of cases assigned to public defense attorneys: _____

Number of probation violations and other miscellaneous post sentencing hearings assigned: _____

Number of attorneys with public defense contracts or on court’s appointment list: _____

Section III: Grant Funds

3.1 Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):	
3.2 Description of How Grant Funds Have Been Used to Date:	
3.3 Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable):	
3.4 Description of Impact State Funds Have Had on Local Public Defense Services:	

Section IV: Attachments and Tables

- 4.1** If the city has public defense contracts, fill out the Table of Public Defense Contracts (*Table I*), and attach a copy of each *current contract* in alphabetical order by attorney name. Failure to provide current contracts could result in an incomplete report.

- 4.2** If the court appoints public defense attorneys from a list, provide the name of each attorney and the compensation paid per case or per hour in the Table of List-Appointed Public Defense Attorneys (*Table II*).

- 4.3** If the City has adopted any new public defense policies, ordinances, or resolutions within the last year, please attach them to this report.

- 4.4** Provide copies of attorneys' 2022 second quarter Certificates of Compliance.

Exhibit B

Washington State Office of Public Defense
 Public Defense Improvement Program
 City Grant Report #2

All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2022. Failure to timely submit this report could delay disbursement of 2023 grant funds.

City:	
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Report Date:	
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Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2022:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2022 grant funds be expended by the end of the calendar year? Yes _____ No _____ Unsure _____

<p>2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):</p>	
<p>3. Description of How Grant Funds Have Been Used in 2022:</p>	
<p>4. Plans for 2023 Grant Funds:</p>	
<p>5. Description of Impact State Funds Have Had on Local Public Defense Services</p>	

Exhibit C

Washington State Office of Public Defense
 Public Defense Improvement Program
 City Grant Report #3

All City grant recipients are required to submit a completed copy of this report, along with all public defense attorneys' 2023 quarterly Certificates of Compliance to the Washington State Office of Public Defense by June 1, 2023.

City:	
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Report Date:	
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Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. For 2023, the city has *budgeted* indigent defense expenses as follows:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

2. What amount of the 2023 state grant funds has been spent to date? _____ \$ _____

<p>3. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>)</p>	
<p>4. Description of How Grant Funds Have Been Used to Date:</p>	
<p>5. Plans for Utilizing Remaining Funds by End of Calendar Year (If Applicable)</p>	
<p>6. Description of Impact State Funds Have Had on Local Public Defense Services</p>	

Exhibit D

Washington State Office of Public Defense
 Public Defense Improvement Program
 City Grant Report #4

All City grant recipients are required to submit a completed copy of this report to the Washington State Office of Public Defense by December 1, 2023.

City:	
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Report Date:	
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Contact – Name/Title:	
Email:	
Phone:	
Address:	

1. As of the date of this report, the city has paid indigent defense expenses as follows in 2023:

	City Funds	Chapter 10.101 RCW State Grant Funds	Other Funds
Attorney salaries and benefits, contract and conflict attorney compensation	\$	\$	\$
Investigators, experts, interpreters, social workers, and other professional services	\$	\$	\$
Other public defense expenses	\$	\$	\$
Total	\$	\$	\$

Will all 2023 grant funds be expended by the end of the calendar year? Yes _____ No _____ Unsure _____

<p>2. Permissible Use(s) of Grant Funds (See Section 4 of Grant Agreement <i>Special Terms and Conditions</i>):</p>	
<p>3. Description of How Grant Funds Have Been Used in 2023:</p>	
<p>4. Description of Impact State Funds Have Had on Local Public Defense Services</p>	



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Tracy Gallaway, Parks and Recreation Director

BY: Stephanie Gardner-Brown, Parks and Recreation Analyst

CC: Mayor Ekberg

DATE: November 9, 2021

SUBJECT: Tukwila School District – City of Tukwila Lease Agreements

ISSUE

Renew and update property lease agreements with the Tukwila School District (TSD).

BACKGROUND

Staff originally brought this item to the Community Services and Safety Committee on 7/19/2021, that memo (not including attachments) is presented for reference as Attachment D. Due to multiple updates to the lease agreements, staff are reviewing the changes with Committee members.

DISCUSSION

Throughout the past year staff have been in discussions with TSD to update property lease agreements for three established parks within the City's park system: Duwamish Park, Joseph Foster Park, and Riverton Park. This memo describes changes to the lease agreements originally presented on 7/12/2021, as follows:

- All three lease agreements will be for a period of 30 years.
- The City shall pay rent, in the amount of \$1 per year for each property. To facilitate this, the City will pay TSD a lump sum of \$30 for each site to pay for each lease in its entirety.
- TSD will invoice the City for any other taxes, together with costs, fees, and assessments, imposed against the property during the term of each lease. Note, it is estimated this will cost \$80 per year for all three properties.

FINANCIAL IMPACT

The rent for each park is \$1 per year, which will be paid in one lump sum of \$30 for each property. Additionally, the District will invoice the City annually for any other taxes, fees, assessments.

RECOMMENDATION

The Community Services and Safety Committee is being asked to recommend entering into new lease agreements with the Tukwila School District at the 12/6/2021 Regular Council Meeting by authorizing the Mayor to sign the agreements for Duwamish Park, Foster Park, and Riverton Park. Staff request this item be placed on the consent agenda.

ATTACHMENTS

- A. Duwamish Park Lease
- B. Foster Park Lease
- C. Riverton Park Lease
- D. July 12, 2021 Info Memo (reference)

LEASE AGREEMENT

Tukwila School District
And
City of Tukwila

Duwamish Park

This Lease Agreement (“Agreement”) is made by and between the City of Tukwila, a Washington municipal corporation (“City”), and the Tukwila School District, a Washington municipal corporation (“District”). The City and the District may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. The District is the owner of the real property situated at 11646 42nd Avenue South, Tukwila, Washington, known as King County Parcel No. 3347400175 and Parcel No. 3347400580 legally described and depicted on Attachment A (the “Property”).
- B. The City desires to lease from the District, and the District agrees to lease, the Property subject to the terms and conditions more specifically set forth below in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, duties and obligations set forth below, the Parties agree as follows:

AGREEMENT

1. **Incorporation.** The Recitals set forth above are incorporated in this Agreement by this reference as binding commitments and representations of the Parties.
2. **Term.** The term of this Agreement shall commence on the date this Agreement is signed by the last party signing the same, and extend to December 31, 2051, unless sooner terminated as provided in this Agreement.
3. **Rent.** The City shall pay rent to the District for the use of the Property at the rate of \$1.00 per year, due and payable in a lump sum thirty dollar and zero cents (\$30.00) payment within thirty (30) days of the Effective Date of this Agreement.
4. **Costs.** The District will annually invoice the City for any taxes, together with costs, fees and assessments, imposed against Property during term of lease. The City will reimburse the District all undisputed amounts of the invoice within forty-five days of receipt of the invoice.
5. **Use of premises.** The City shall use the Property for recreational and park purposes only. No other use of the Property shall be permitted unless the District’s prior written consent is obtained.

6. Improvements. The City shall be entitled to make any improvements for recreation purposes to the Property. Construction of any improvements shall be at the City's sole cost and expense. At the termination of this Agreement, and provided that the first right of refusal is not exercised subject to Section 9, all improvements made by the City shall become the property of the District.
7. Utilities and maintenance. The City shall maintain, at its sole cost and expense, all improvements on the Property, and the Property itself in a state of good repair and safe for use and occupancy. The City shall repair or replace as necessary underground utility lines, water pipes, storm and sanitary sewer systems on the Property during the term of this Agreement; provided that if the District requests or makes any upgrades to any physical improvements on the Property, or utility infrastructure, the Parties shall meet and confer to determine which Party shall be responsible for the maintenance of such improvements or infrastructure. The City shall pay any and all utility charges levied or accrued against the Property during the term of this Agreement.
8. Use of premises by District. Upon two weeks prior written notice to the City, the District may use the Property, so long as the Property is not previously reserved for use by the City or a third-party.
9. Assignment and sublease. The City shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the District which shall not be unreasonably withheld.
10. Right of First Refusal. In the event that the District shall ever desire to sell the Property, and receives a written offer therefor which the District intends to accept, the District, before accepting the offer, shall first notify the City in writing in accordance with Section 16 of this Agreement, and provide the City with a copy of the offer. The copy of the offer must contain all material terms relating to the purchase and sale. After receiving a copy of the offer, the City shall have sixty (60) days within which to the purchase the Property upon the terms and conditions set forth in the offer.
11. Property Condition. The City hereby agrees and acknowledges that it accepts the Property in AS-IS, WHERE-IS condition without any representation or warranty of any kind made by the District.
12. Indemnification. The City shall indemnify, defend and hold the District harmless from and against any and all claims, losses or liability arising from injury or death to persons, including employees of the City, or damage to the Property in relation to the City's occupation or use of the Property except for injuries and damages caused by the negligence or willful misconduct of the District.
13. Insurance. The Parties acknowledge that the City is a member of Washington Cities Insurance Authority (WCIA), a self-insurance risk pool. The City shall maintain its membership with WCIA or shall obtain and maintain other adequate liability insurance necessary to protect the public with limits of liability of not less than One Million

Dollars (\$1,000,000) combined single limit for both bodily injury and property damage liability.

14. Lawful activity. The City agrees that all activities conducted by the City on the premises shall be in accordance with any applicable state or local law.
15. Nondiscrimination. No person shall be denied, or subjected to discrimination in receipt of the benefit of, any services or activities made possible by or resulting from this Agreement on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability.
16. Early termination upon default. In the event of any material default by the City in the performance of any of the terms or conditions of this Agreement, the District may terminate this Agreement prior to expiration of the thirty (30) year period by giving thirty (30) days' advance written notice to the City in accordance with Section 17 specifically stating the reason for such termination, provided, however, that no such termination shall be effective if, within thirty (30) days after such notice, the City has cured the default.
17. Early termination for convenience. Either Party may terminate this Agreement upon sixty (60) days written notice to the non-moving Party. The Parties acknowledge the District's right under RCW 28A.335.040 to recapture the Property and to terminate the Lease for school purposes in accordance with this section.
18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for the City's performance under the terms of this Agreement for any future fiscal period, the City shall not be obligated to make payments, and this Agreement shall terminate upon the completion of the last remaining time period for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.
19. Notices. Any notice or other communications given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

TO CITY: Director of Parks & Recreation
 CITY OF TUKWILA
 6200 Southcenter Boulevard
 Tukwila, Washington 98188

TO DISTRICT: Superintendent of Schools
 4640 South 144th Street
 Seattle, Washington 98168

20. Applicable Law; Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any

suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

21. Entire Agreement; Modification. This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the City and the District and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
22. Severability and Survival. If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
23. Binding Covenant and Recording. This Agreement shall constitute a covenant running with the land, and shall be binding upon the parties, their heirs, successors, and assigns. The City may record this Agreement with the King County Auditor.
24. Counterpart/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.
25. Effective Date. This Agreement shall become effective on the latest date it is executed by both Parties.

[The remainder of this page is left intentionally blank]

ATTACHMENT A

[Legal Description]

Parcel number	Legal Description
334740-0175	HILLMANS MEADOW GARDENS DIV # 1 PLat Block: 2 Plat Lot: 27-28-29
334740-0580	HILLMANS MEADOW GARDENS DIV # 1 PLat Block: 2 Plat Lot: 108 THRU 113

LEASE AGREEMENT

Tukwila School District
And
City of Tukwila

Joseph Foster Memorial Park

This Lease Agreement (“Agreement”) is made by and between the City of Tukwila, a Washington municipal corporation (“City”), and the Tukwila School District, a Washington municipal corporation (“District”). The City and the District may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. The District is the owner of the real property situated at 13919 53rd Ave. S, Tukwila, Washington, known as King County Parcel Numbers: 0003000010, 0003000011, 0003000012, 1670400007, 1670400020, 1670400026, 1670400037, 1670400100, and 1670400115, legally described and depicted on Attachment A (the “Property”).
- B. The City desires to lease from the District, and the District agrees to lease, the Property subject to the terms and conditions more specifically set forth below in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, duties and obligations set forth below, the Parties agree as follows:

AGREEMENT

1. Incorporation. The Recitals set forth above are incorporated in this Agreement by this reference as binding commitments and representations of the Parties.
2. Term. The term of this Agreement shall commence on the date this Agreement is signed by the last party signing the same, and extend to December 31, 2051, unless sooner terminated as provided in this Agreement.
3. Rent. The City shall pay rent to the District for the use of the Property at the rate of \$1.00 per year, due and payable in a lump sum thirty dollar and zero cents (\$30.00) payment within thirty (30) days of the Effective Date of this Agreement.
4. Costs. The District will annually invoice the City for any taxes, together with costs, fees and assessments, imposed against Property during term of lease. The City will reimburse the District all undisputed amounts of the invoice within forty-five days of receipt of the invoice.
5. Use of premises. The City shall use the Property for recreational and park purposes only. No other use of the Property shall be permitted unless the District’s prior written consent is obtained.

6. Improvements. The City shall be entitled to make any improvements for recreation purposes to the Property. Construction of any improvements shall be at the City's sole cost and expense. At the termination of this Agreement, and provided that the first right of refusal is not exercised subject to Section 9, all improvements made by the City shall become the property of the District.
7. Utilities and maintenance. The City shall maintain, at its sole cost and expense, all improvements on the Property, and the Property itself in a state of good repair and safe for use and occupancy. The City shall repair or replace as necessary underground utility lines, water pipes, storm and sanitary sewer systems on the Property during the term of this Agreement; provided that if the District requests or makes any upgrades to any physical improvements on the Property, or utility infrastructure, the Parties shall meet and confer to determine which Party shall be responsible for the maintenance of such improvements or infrastructure. The City shall pay any and all utility charges levied or accrued against the Property during the term of this Agreement.
8. Use of premises by District. Upon two weeks prior written notice to the City, the District may use the Property, so long as the Property is not previously reserved for use by the City or a third-party.
9. Assignment and sublease. The City shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the District which shall not be unreasonably withheld.
10. Right of First Refusal. In the event that the District shall ever desire to sell the Property, and receives a written offer therefor which the District intends to accept, the District, before accepting the offer, shall first notify the City in writing in accordance with Section 16 of this Agreement, and provide the City with a copy of the offer. The copy of the offer must contain all material terms relating to the purchase and sale. After receiving a copy of the offer, the City shall have sixty (60) days within which to the purchase the Property upon the terms and conditions set forth in the offer.
11. Property Condition. The City hereby agrees and acknowledges that it accepts the Property in AS-IS, WHERE-IS condition without any representation or warranty of any kind made by the District.
12. Indemnification. The City shall indemnify, defend and hold the District harmless from and against any and all claims, losses or liability arising from injury or death to persons, including employees of the City, or damage to the Property in relation to the City's occupation or use of the Property except for injuries and damages caused by the negligence or willful misconduct of the District.
13. Insurance. The Parties acknowledge that the City is a member of Washington Cities Insurance Authority (WCIA), a self-insurance risk pool. The City shall maintain its membership with WCIA or shall obtain and maintain other adequate liability insurance necessary to protect the public with limits of liability of not less than One Million

Dollars (\$1,000,000) combined single limit for both bodily injury and property damage liability.

14. Lawful activity. The City agrees that all activities conducted by the City on the premises shall be in accordance with any applicable state or local law.
15. Nondiscrimination. No person shall be denied, or subjected to discrimination in receipt of the benefit of, any services or activities made possible by or resulting from this Agreement on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability.
16. Early termination upon default. In the event of any material default by the City in the performance of any of the terms or conditions of this Agreement, the District may terminate this Agreement prior to expiration of the thirty (30) year period by giving thirty (30) days' advance written notice to the City in accordance with Section 17 specifically stating the reason for such termination, provided, however, that no such termination shall be effective if, within thirty (30) days after such notice, the City has cured the default.
17. Early termination for convenience. Either Party may terminate this Agreement upon sixty (60) days written notice to the non-moving Party. The Parties acknowledge the District's right under RCW 28A.335.040 to recapture the Property and to terminate the Lease for school purposes in accordance with this section.
18. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for the City's performance under the terms of this Agreement for any future fiscal period, the City shall not be obligated to make payments, and this Agreement shall terminate upon the completion of the last remaining time period for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.
19. Notices. Any notice or other communications given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

TO CITY: Director of Parks & Recreation
 CITY OF TUKWILA
 6200 Southcenter Boulevard
 Tukwila, Washington 98188

TO DISTRICT: Superintendent of Schools
 4640 South 144th Street
 Seattle, Washington 98168

20. Applicable Law; Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any

suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

21. Entire Agreement; Modification. This Agreement, together with any attachments or addenda, represents the entire and integrated Agreement between the City and the District and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.
22. Severability and Survival. If any term, condition, or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
23. Binding Covenant and Recording. This Agreement shall constitute a covenant running with the land, and shall be binding upon the parties, their heirs, successors, and assigns. The City may record this Agreement with the King County Auditor.
24. Counterpart/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.
25. Effective Date. This Agreement shall become effective on the latest date it is executed by both Parties.

[The remainder of this page is left intentionally blank]

ATTACHMENT A

[Legal Description]

Parcel number	Legal Description
0003000010	FOSTER STEPHEN-D C # 38 TRACT OF LAND BOUNDED ON N BY S 137TH ST ON E BY 53RD AVE S ON W BY COLLEGE ST & ON S BY HELD AVE
0003000011	FOSTER STEPHEN-D C # 38 TRACT OF LAND BOUNDED ON N BY HELD AVE-ON E BY 53RD AVE S-ON W BY COLLEGE ST & ON S BY S 139TH ST
0003000012	FOSTER STEPHEN-D C # 38 A BLOCK OF LAND BOUNDED ON N BY FOSTER ST ON E BY COLLEGE AVE ON S BY ORCHARD AVE & ON W BY CHARLES AVE
1670400007	COLEGROVES ACRE TRS E 74 FT PLat Block: 1 Plat Lot: 1
1670400020	COLEGROVES ACRE TRS E 1/2 OF 2 LESS W 55 FT & 11 LESS E 100 FT OF N 127.4 FT PLat Block: 1 Plat Lot: 2 & 11
1670400026	COLEGROVES ACRE TRS E 64 FT OF LOT 3 - AKA LOT B OF KC LOT LN ADJ NO 1285034 APPROVED JANUARY 23, 1986 PLat Block: 1 Plat Lot: 3
1670400037	COLGROVES ACRE TRS E 74 FT OF N 77.40 FT OF LOT 4 TGW LOT 9 LESS S 70 FT TGW ALL OF LOT 10 PLat Block: 1 Plat Lot: 4 & 9-10
1670400100	COLEGROVES ACRE TRS E 100 FT OF N 127.4 FT PLat Block: 1 Plat Lot: 11
1670400115	COLEGROVES ACRE TRS PLat Block: 1 Plat Lot: 12

The following shows park and coordinating parcels associated with the site. The last four digits of the parcel number are shown on the map parcel and match the last four digits in the table above.

LEASE AGREEMENT

Tukwila School District
And
City of Tukwila

Riverton Park

This Lease Agreement (“Agreement”) is made by and between the City of Tukwila, a Washington municipal corporation (“City”), and the Tukwila School District, a Washington municipal corporation (“District”). The City and the District may be referred to herein individually as a “Party” or collectively as the “Parties.”

RECITALS

- A. The District is the owner of the real property situated at 4401 S. 133rd Street, Tukwila, Washington, known as King County Parcels Numbered: 7340600084, 7340600884, 7341600005, 7341600010, 7341600015, 7341600020, and 7341600025 legally described and depicted on Attachment A (the “Property”).
- B. The City desires to lease from the District, and the District agrees to lease, the Property subject to the terms and conditions more specifically set forth below in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, conditions, duties and obligations set forth below, the Parties agree as follows:

AGREEMENT

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12. Indemnification. The City shall indemnify, defend and hold the District harmless from and against any and all claims, losses or liability arising from injury or death to persons, including employees of the City, or damage to the Property in relation to the City's occupation or use of the Property except for injuries and damages caused by the negligence or willful misconduct of the District.
13. Insurance. The Parties acknowledge that the City is a member of Washington Cities Insurance Authority (WCIA), a self-insurance risk pool. The City shall maintain its membership with WCIA or shall obtain and maintain other adequate liability insurance necessary to protect the public with limits of liability of not less than One Million

Dollars (\$1,000,000) combined single limit for both bodily injury and property damage liability.

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TO CITY: Director of Parks & Recreation
 CITY OF TUKWILA
 6200 Southcenter Boulevard
 Tukwila, Washington 98188

TO DISTRICT: Superintendent of Schools
 4640 South 144th Street
 Seattle, Washington 98168

20. Applicable Law; Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any

suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

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24. Counterpart/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, without production of the others, will be deemed to be an original.
25. Effective Date. This Agreement shall become effective on the latest date it is executed by both Parties.

[The remainder of this page is left intentionally blank]

ATTACHMENT A

[Legal Description]

Parcel number	Legal Description
7340600884	RIVERSIDE INTERURBAN TRS TR 57 LESS N 1/2 OF N 2.96 AC & LESS POR OF S 1/2 OF N 2.96 AC LY ELY OF W 200 FT THOF & LY N OF S 75 FT THOF TGW POR OF TRS 58 & 62 LY ELY OF E MARGINAL WAY S & POR OF TR 63 LY NLY OF S 133RD ST PLat Block: Plat Lot: 57-58-62-63
7341600005	RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 1
7341600010	RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 2
7341600015	RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 3
7341600020	RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 4
7341600025	RIVERSIDE INTRURBN TR 55-57 UNREC PLat Block: 1 Plat Lot: 5



INFORMATIONAL MEMORANDUM

TO: Community Services and Safety Committee

FROM: Tracy Gallaway, Acting Parks and Recreation Director

BY: Stephanie Gardner-Brown, Parks and Recreation Analyst

CC: Mayor Ekberg

DATE: July 12, 2021

SUBJECT: Tukwila School District – City of Tukwila Lease Agreements

ISSUE

Renew and update property lease agreements with the Tukwila School District (TSD).

BACKGROUND

The City of Tukwila has leased three different Tukwila School District properties and operated each site as a park for several decades. Throughout this time, the Parks and Recreation Department has maintained and performed various capital improvements at each park. The parks include Duwamish Park, Foster Park, and Riverton Park. Each Park provides recreation access and opportunities for play, wellness, and social interactions to Tukwila residents, and the region. These three parks are each located within residential neighborhoods and provide excellent access to large areas of open space.

DISCUSSION

In April of 2020, the City Council adopted the updated Parks, Recreation, and Open Space Plan. The plan identifies capital improvement projects throughout the Tukwila parks system. As staff plan for future park improvements, property lease agreements with the Tukwila School District will need to be renewed to secure public access and protect the City's investment. Staff have been in conversation with TSD staff and have determined that all three agreements will be renewed and updated. Two of the agreements, Joseph Foster Park and Riverton Park have expired, and the existing Duwamish Park lease is set to expire in 2023.

The new lease agreements will be in effect for a period of thirty years. This will allow the city to make improvements for recreation purposes to the properties. Copies of each new lease agreement is attached. They are identical with the following exceptions:

1. Park location
2. Duwamish Park: the current lease will not expire until 2023, therefore the current lease will end early.

It is expected that the execution of each lease will occur at the same time, therefore the expiration of each lease will also be the same unless one lease should terminate early.

FINANCIAL IMPACT

The rent for each park is \$1 per year. As with all Tukwila parks, continued maintenance and improvements will be performed for the benefit of Tukwila residents and those that work and play in Tukwila.

RECOMMENDATION

The Community Services and Safety Committee is being asked to recommend entering into new lease agreements with the Tukwila School District at the August 16, 2021, Regular Council Meeting Consent Agenda by authorizing the Mayor to sign the agreements for Duwamish Park, Foster Park, and Riverton Park.

ATTACHMENTS

- A. Duwamish Park Lease
- B. Foster Park Lease
- C. Riverton Park Lease



INFORMATIONAL MEMORANDUM

TO: **Community Services & Safety Committee**

FROM: **Tracy Gallaway, Parks & Recreation Director**

CC: **Mayor Ekberg**

DATE: **November 15, 2021**

SUBJECT: **Tukwila Pond Master Plan Project Update**

BACKGROUND

In October 2020 we began the Tukwila Pond Master Plan project with our consultant team from JA Brennan Associates.

The purpose of this project is to develop a long-term, all encompassing, master plan for Tukwila Pond that will serve as a road map both now, and into the future. This road map will be a visionary master plan with identified goals, partnership opportunities with surrounding businesses, conceptual designs, and realistic implementation strategies.

The project team spent six months gathering information through a series of engagement sessions with community members, local organizations, businesses, neighboring property owners, and City staff which led to a draft Master Plan that was presented to the community in July 2021.

DISCUSSION

The project team is utilizing the information we have gathered to develop the final Master Plan document. Due to the complexity of this project, we have determined that more time is needed to prepare the document for presentation to City Council. Additionally, we have convened inter-departmental work groups in specific topic areas: Leadership, Finance, Ecology & Infrastructure, Commercial Development, and Communication & Community Advocacy that will work together to build a foundation for successful implementation of this long-term plan.

We are proposing presenting the Master Plan document and draft Resolution at a Committee of the Whole (COW) meeting during the first quarter of 2022.

FINANCIAL IMPACT

None.

RECOMMENDATION

Discussion only.

ATTACHMENTS

n/a

REFERENCE

3/15/2021 Community Services and Safety Committee [Tukwila Pond Master Plan Update](#)
6/21/2021 Regular Council Meeting: [Tukwila Pond Master Plan Update](#)

