

Ordinance No. 122665

Council Bill No. 116169

AN ORDINANCE authorizing the Superintendent of Parks and Recreation to enter into an Agreement with the Arboretum Foundation and the Associated Recreation Council on behalf of the Japanese Garden Advisory Council, relating to the implementation of the Washington Park Arboretum - Japanese Garden Entry Gatehouse Project; authorizing acceptance of funds from the Arboretum Foundation for such purpose; and increasing the expenditure authority in the Department of Parks and Recreation's 2008 Adopted Budget, all by a three-fourths vote of the City Council.

CF No. _____

Date Introduced:	<u>03-31-08</u>	
Date 1st Referred:	To:	<u>Parks and Seattle Center (PSC)</u>
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>4-14-08</u>	<u>8-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>4-15-08</u>	<u>4-23-08</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>4-23-08</u>	<u>3</u>	
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: *Tom Rasmussen*
Councilmember

Committee Action:

Yes - TR, RC, JD, TB NO - 0

4-14-08 Passed 8-0 (Excused: Luca)

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

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Indexed



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 25, 2008

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

Dear Council President Conlin:

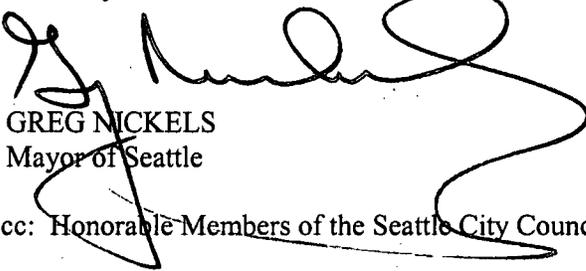
I am pleased to transmit the attached proposed Council Bill authorizing the Superintendent of Parks and Recreation to execute an Agreement with the Arboretum Foundation and the Associated Recreation Council (ARC), on behalf of the Japanese Garden Advisory Council (JGAC), to implement the Japanese Garden Entry Gatehouse Project, and accept an \$891,000 donation from the Arboretum Foundation for that purpose.

The Arboretum Foundation is a private non-profit corporation that was established to manage membership and volunteer programs, raise funds, and provide public information services for the Arboretum. The JGAC provides similar services for the Japanese Garden under the umbrella of the ARC.

The Arboretum Master Plan for the Arboretum has identified the Japanese Garden Entry Gatehouse Project as an important feature for the Arboretum. The project will expand the Japanese Garden entrance to include a resource and meeting room, a ticket booth, a gift shop, restrooms, and a maintenance area that houses office, storage and work areas. This project has been identified as a high priority project by the Arboretum and Botanical Garden Committee because of its visibility and because it will address critical needs of the Japanese Garden. The 2000 Parks Levy and a donation from the Pendleton and Elizabeth Miller Charitable Trust will provide an additional \$550,000 to pay for the \$1.4 million project. This enhancement to the City's Japanese Garden will help fulfill the City's Master Plan for the Washington Park Arboretum and ensure the longevity of this valuable asset for our community.

Thank you for your consideration of this legislation. Should you have questions, please contact Donald Harris at 684-8018.

Sincerely,



GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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1 NOW, THEREFORE,

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

3 Section 1. The Superintendent of Parks and Recreation ("Superintendent") or his or her
4 designee, is authorized, on behalf of the City, to enter into an agreement with the Foundation,
5 ARC and JGAC, substantially in the form of Attachment 1 to this ordinance, in order to
6 implement the Japanese Garden Entry Gatehouse Project as described in the Washington Park
7 Arboretum - Improvements project (K733127) in DPR's 2008-2013 Adopted Capital
8 Improvement Program.
9

10 Section 2. The Superintendent, or his or her designee, is authorized, on behalf of the
11 City, to accept Eight Hundred Ninety-One Thousand Dollars (\$891,000) from the Foundation for
12 the implementation of the Japanese Garden Entry Gatehouse Project.
13

14 Section 3. Contingent upon the execution of the agreement authorized in Section 1
15 above, and in order to pay for necessary costs and expenses for which insufficient appropriations
16 were made, the following appropriation amount is added to the 2008 Budget:
17

18 Department	Fund	Budget Control Level/CIP Program	Amount
19 Parks and Recreation	2000 Parks Levy Fund (33850)	Neighborhood Park Development (K723003)	\$891,000

22 Any amounts unspent and unencumbered shall automatically carry forward from year to year
23 until spent or abandoned by ordinance.
24

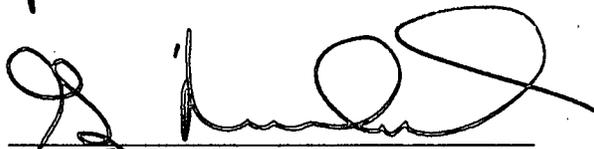


1 Section 4. This ordinance shall take effect and be in force thirty (30) days from and after
2 its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days
3 after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by a three-fourths vote of all the members of the City Council the 14th day of
5 April, 2008, and signed by me in open session in authentication of its passage this 14th
6 day of April, 2008.
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8
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10 
President _____ of the City Council

11 Approved by me this 23rd day of April, 2008.

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14 
15 Gregory J. Nickels, Mayor

16 Filed by me this 23 day of April, 2008.

17
18
19 
20 City Clerk

21 (Seal)

22
23
24 Attachment 1: AGREEMENT Between THE CITY OF SEATTLE DEPARTMENT OF PARKS
25 AND RECREATION and THE JAPANESE GARDEN ADVISORY COUNCIL
26 and THE ARBORETUM FOUNDATION



AGREEMENT
Between
THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION
and
THE JAPANESE GARDEN ADVISORY COUNCIL
and
THE ASSOCIATED RECREATION COUNCIL
and
THE ARBORETUM FOUNDATION
Regarding
THE DESIGN AND CONSTRUCTION OF THE
WASHINGTON PARK ARBORETUM
JAPANESE GARDEN ENTRY GATEHOUSE

This Agreement is made and entered into effective as of this ___ day of ____, 2008, by and between The Associated Recreation Council, a Washington nonprofit corporation (“ARC”) on behalf of the Japanese Garden Advisory Council (“JGAC”), a member advisory council, The Arboretum Foundation (“Foundation”), a Washington nonprofit corporation, and the City of Seattle (“City”), a municipal corporation of the State of Washington, acting through the Superintendent of its Department of Parks and Recreation (“Superintendent”).

WHEREAS, the City owns certain property commonly known as Washington Park Arboretum and since 1948, has used the property as a public arboretum under the jurisdiction of the Department of Parks and Recreation (“DPR”); and

WHEREAS, in 1960 the City developed a portion of this property into a Japanese Garden; and

WHEREAS, the JGAC was established to support the Washington Park Arboretum Japanese Garden by, among other things, managing membership and volunteer programs, providing public information services, and raising funds for the Japanese Garden; and

WHEREAS, the Foundation is a private, not-for-profit corporation established to support the Washington Park Arboretum (“Arboretum”) by, among other things, managing membership and volunteer programs, providing public information services, and raising funds for the Arboretum; and

WHEREAS, on May 7, 2001, the City adopted by City Council Resolution 30317, the Master Plan for the Washington Park Arboretum (“AMP”); and



WHEREAS, the Foundation and the JGAC have agreed to raise funds from individuals, corporations and foundations to support, implement and maintain projects provided for in the AMP; and

WHEREAS, the Foundation wishes to fund the construction of certain improvements to the Japanese Garden known as the Entry Gatehouse Project ("Project") provided the City agrees to contract for and manage the design and construction of the Project in accordance with the City's public works processes; and

WHEREAS, DPR is completing the design of the Project and the parties now desire to memorialize the terms and conditions under which the Foundation will provide the funds and City will cause the design to be completed and the Project constructed;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Authority and Ownership

The parties acknowledge and agree that the City owns the Washington Park Arboretum Japanese Garden (including, when completed, the improvements that comprise the Project referred to herein except the woody plants added to the landscape which will be owned by the University of Washington) and that the Superintendent has final administrative and decision-making authority with respect to the Japanese Garden and the Project, including decisions regarding on-going maintenance and operation.

2. Approval of Project Design

The City has contracted with Hoshide Williams Architects ("Architect") to design all phases of the Project and DPR agrees to maintain the Architect's contract in force so long as the JGAC and the Foundation are not in default under this Agreement. The Parties have reviewed all Project documents to date including, but not limited to, the 95% construction documents (dated October 31, 2007), and are satisfied with and approve the design for the Project as described therein. It is the Parties' expectation that the Project design will be completed and that the Project will be constructed in accordance with the approved design concept. The JGAC and the Foundation shall have the right to review and comment on the final construction documents in a time frame and under conditions that the Superintendent reasonably establishes to avoid delay. The Parties agree to give all comments to DPR and not communicate separately with the Architect.



3. Project Costs

A. Basic Project Costs

The JGAC and the Foundation collectively agree to raise funds for the Project and to pay therefrom all Project construction costs to a minimum of \$891,000 as outlined in the Project Budget chart below. The Parties have estimated the Project Budget components and agree that the amounts shown may be reallocated within the categories identified; provided, that in no event shall the Foundation or the JGAC be obligated to pay amounts in excess of the Total Project Budget without their express consent. DPR shall not authorize any contract change or expenditure or commitment of funds in excess of the Total Project Budget unless and until the Parties have mutually agreed to the change and identified a source of funding therefor.

B. Alternate and Additional Elements of the Project

It is conceivable that the JGAC and the Foundation may raise more than the minimum of \$891,000 as provided in 3.A. above or that total project costs for the Project may be less than those set forth in the project estimate. In either event, there would be funds available to provide for alternate or additional elements for the Project or for the Japanese Garden. The Parties agree that all such funds shall be expended solely for the benefit of the Japanese Garden. A committee comprised of representatives of the JGAC, the Foundation and the Superintendent shall meet with the City Project Manager to approve such additional expenditures such as additional storage space or decorative front gates.

PROJECT BASE BUDGET

I. INCOME		II. EXPENSE	
<i>Sources</i>	<i>Confirmed Amount</i>	<i>Uses</i>	<i>Amount</i>
Pro-Parks Levy	450,000	Consultant Costs	175,000
Anonymous Donor	229,710	Public Information	7,000
Allen Foundation	125,000	Landmark Nomination	7,000
Arboretum Foundation	20,000	Project Mgt.	18,000
Unit 86	9,000	Project Review	5,000
Ferguson Foundation	100,000	Permit Processing	20,000
Individual Donations	171,690	In-House Construction	12,000
Tateutchi Foundation	200,000	Bidding	5,000
		Construction Admin.	22,500
		Construction Inspection	22,500
Pendleton/Miller Grant	100,000	Utilities	50,000
Seattle Garden Club	35,000	Security	10,000
Lake Wa. Garden Club	400	Temporary Conditions	20,000
Tokyo Christian Alumni	200	Construction Contract	970,000
Other		Construction Contingency	97,000
Total	1,441,000		1,441,000



Notes: The construction contract amount is based on construction contracts including Washington State Sales Tax. The total budget includes \$450,000 in 2000 Pro-Parks Levy Funds and \$100,000 in funds from the Pendleton and Elizabeth Miller Charitable Trust (which has already been paid directly to the City).

4. Payment Terms and Conditions

A. Transfer of Project Funds and Pledges

The Foundation shall pay the City at least \$891,000 (the "Project Funds") to complete the Project. The Foundation shall pay \$560,000 in cash and provide to the Superintendent copies of written pledges ("Pledges") from established charitable organizations or individuals with the financial means to pay the amount pledged, such Pledges to total not less than the balance of the Project Funds. The Foundation shall deliver the Project Funds and the copies of the Pledges to DPR within ten (10) days of DPR's written request therefore, which will occur approximately two (2) weeks prior to the date DPR intends to advertise for bids for the Project and which is presently anticipated to occur in May 2008. The JGAC will cause contributions to be paid directly to the Foundation.

To the extent necessary to ensure timely construction of the Project, the City will internally finance Project construction and will be reimbursed through Foundation Pledges, consistent with standard City practices and the costs of such funding shall be included in the Project Budget; however, it is expected that all but a small percentage of the Pledged funds will be paid in time to allow the City to meet its payment obligations without resorting to such internal financing.

Foundation Pledges will be reviewed by the City Finance Director ("Director"), who will endeavor to protect the confidentiality of donors and Foundation donor-related information, when requested. The Foundation will submit a copy of Pledge forms reasonably acceptable to the Director, with donor names verified by the Director but omitted from the copy submitted. The Director will approve a Pledge if it is from a person or entity of substantial net worth in relation to the amount pledged and the Director knows of no reason why the Pledge will not be honored.

Following receipt of the Project Funds and the Director's approval of the Pledges, DPR will advertise for contractors for the Project and provided sufficient funds are available and/or committed to complete the construction, will thereafter contract for the diligent prosecution of the Project work.

In order to secure Project Funds the Foundation has entered into agreements with certain charitable organizations, one of which is the Tateuchi Foundation. The City agrees to name the meeting room in the Japanese Garden Gatehouse the "Tateuchi Community Room," and will comply with the reporting and other requirements contained in that granting agreement.



B. Refunds:

If DPR fails to award the Project within two months from the date DPR receives the Project Funds, then, unless the Parties agree otherwise, DPR shall promptly refund the Project Funds to the Foundation, less DPR's costs and expenses incurred up to the date of refund, including design fees, bidding costs and project management expenses.

If the Foundation terminates this Project prior to the award of the construction contract, it may submit a written request to DPR for release and refund of any unencumbered or unexpended Project Funds, less DPR's expenses, as described above. Encumbered funds will be reviewed separately for possible refund on a case-by-case basis at the Superintendent's option.

5. Term of Agreement and Termination Provisions

This Agreement is effective on the date set forth above and unless terminated earlier as provided herein, shall remain in effect through the completion of construction of the Project, as evidenced by a letter of physical completion from DPR's Park Engineer. The City may, upon written notice to the JGAC, ARC and the Foundation, terminate this Agreement without incurring any liability whatsoever if the Foundation fails to pay the City the Project Funds when due or if bids for the Project exceed the Project Budget and the parties are unable to agree on a method to address the overrun. The Foundation may withdraw from and terminate this Agreement without recourse only prior to the date the City awards the Project construction contract. Notwithstanding the termination of this Agreement for any reason, the Foundation shall remain liable for all costs incurred by the City in furtherance of the Project prior to the effective termination date. The Foundation's obligation to pay such Project costs shall survive the termination or expiration of this Agreement. The Foundation shall pay such costs within 40 days from the date of the City's invoice therefore.

6. Notices / Contacts

For the City of Seattle:

Andrew Sheffer, Project Manager
Department of Parks and Recreation
800 Maynard Avenue South
Seattle, WA 98134
206-684-7071; FAX 206-233-3949; andy.sheffer@seattle.gov

For The Associated Recreation Council

Bill Keller
Executive Director
100 Dexter Ave N
Seattle, WA 98109
Phone: 206-684-7083; FAX: 233-3876; bill.keller@seattle.gov



For The Japanese Garden Advisory Council
Steve Garber
PO Box 20670
223 Harvard Ave E
Seattle WA 98102-1670
206-325-0987; FAX 206-325-0632; steve@garbers.com

For The Arboretum Foundation
Paige Miller
The Arboretum Foundation
2300 Arboretum Drive East
Seattle, WA 98112-2300
206-325-4510; FAX: 206-325-8893 pmiller@arboretumfoundation.org

7. Dispute Resolution

The Parties will work cooperatively to resolve all issues that may arise under this Agreement. If a dispute should arise, DPR's Project manager will meet with the Foundation's Executive Director to resolve the issue. Any problems not resolved at this level will be escalated as follows. First, the President of the Foundation will meet with the Director of Planning and Development for DPR. If no resolution is reached at this level, the President of the Foundation will meet with the Superintendent of DPR. If no resolution is reached at this level, the parties shall engage in non-binding mediation with a mutually acceptable mediator. Thereafter, the parties may pursue such judicial remedies as are available to them.

8. Compliance with Law

The Parties shall comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and Ordinances of the City of Seattle.

9. Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the Parties.



10. Applicable Law / Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

11. Entire Agreement

This Agreement contains all of the covenants, promises, agreements and understandings between the parties with respect to the subject matter hereof. No verbal agreements or conversations between any officers, agents, associates or employees of the parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained herein. Any such verbal agreements shall be considered unofficial information and in no way binding on either party.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

For the Associated Recreation Council:

Bill Keller, for the Associated Recreation Council

Date

For The Japanese Garden Advisory Council:

Steve Garber for The Japanese Garden Advisory Council

Date

For The Arboretum Foundation:

Paige Miller for the Board of Trustees

Date

For The City of Seattle:

Timothy A. Gallagher, Superintendent of Parks and Recreation

Date



FISCAL NOTE FOR CAPITAL PROJECTS ONLY

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Department of Parks and Recreation	Donald Harris / 684-8018 Andy Sheffer / 684-7041	Jennifer Devore / 615-1328

Legislation Title:

AN ORDINANCE authorizing the Superintendent of Parks and Recreation to enter into an Agreement with the Arboretum Foundation and the Associated Recreation Council on behalf of the Japanese Garden Advisory Council, relating to the implementation of the Washington Park Arboretum - Japanese Garden Entry Gatehouse Project; authorizing acceptance of funds from the Arboretum Foundation for such purpose; and increasing the expenditure authority in the Department of Parks and Recreation's 2008 Adopted Budget, all by a three-fourths vote of the City Council.

Summary and background of the Legislation:

This proposed legislation authorizes the Superintendent of Parks and Recreation (Superintendent) to enter into an agreement with Arboretum Foundation (Foundation), the Associated Recreation Council (ARC) and the Japanese Garden Advisory Council (JGAC). The JGAC is under the umbrella of ARC and was established to manage membership, volunteer programs, raise funds, and provide public information services for the Washington Park Arboretum Japanese Garden. The Foundation is a private non-profit corporation established to manage membership, volunteer programs, raise funds, and provide public information services for the Washington Park Arboretum (Arboretum).

The scope of the project is to expand the Japanese Garden entrance to approximately 1,400 square feet to include a resource and meeting room, ticket booth, gift shop, restrooms, and a maintenance area that includes office, storage and work areas. The JGAC needs a place for material and equipment storage to support public events, which is accessible from the exterior of the facility. There is a wide variety of public uses in the Japanese Garden, many associated with some aspect of Japanese culture. These uses would all be enhanced by having a meeting room and/or classroom to be used in conjunction with the experience of the garden itself. The entry gate will include a covered area where visitors will be able to assemble.

The estimated total project cost is \$1,441,000. The JGCA and the Foundation have confirmed funding sources totaling \$891,000 to complete the Project; the remainder of the funding includes \$450,000 in 2000 Levy Funds and \$100,000 in funds from the Pendleton and Elizabeth Miller Charitable Trust.



Project Name:	Project I.D.	Project Location:	Start Date:	End Date
Washington Park Arboretum – Japanese Garden Entry Gatehouse	K733251	Washington Park Arboretum	April 2008	October 2008

- Please check any of the following that apply:

This legislation creates, funds, or anticipates a new CIP Project.

This legislation does not have any financial implications.

This legislation has financial implications.

Appropriations:

Fund Name and Number	Department	Budget Control Level	2008 Appropriation	2009 Appropriation
2000 Parks Levy (33850)	Parks and Recreation	K723003	\$891,000	\$0
TOTAL			\$891,000	\$0

Notes: The Foundation will reimburse the City for the total donation amount of \$891,000.

Spending Plan and Future Appropriations for Capital Projects:

Spending Plan and Budget	2008	2009	2010	2011	2012	2013	Total
Spending Plan	\$1,150,000	\$0	\$0	\$0	\$0	\$0	\$1,150,000
Current Year Appropriation		\$0	\$0	\$0	\$0	\$0	\$0
Future Appropriations	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000

Notes: The Entry Gatehouse Project is currently in design phase and construction is anticipated to start in April 2008 and be completed in October 2008. The project currently has appropriation authority of \$450,000 (all of which is from the 2000 Parks Levy) in the Washington Park Arboretum – Improvements Project (K733251). This legislation provides \$891,000 of appropriation authority that will be reimbursed by the Foundation. An additional donation of \$100,000 from the Pendleton and Elizabeth Miller Charitable Trust will be addressed in a supplemental ordinance later this year.



Funding source:

Funding Source (Fund Name and Number, if applicable)	2008	2009	2010	2011	2012	2013	Total
2000 Parks Levy Fund (33850)	\$891,000	\$0	\$0	\$0	\$0	\$0	\$891,000
TOTAL	\$891,000	\$0	\$0	\$0	\$0	\$0	\$891,000

Notes: The donation funding is being provided by the Foundation and is specifically designated for the Japanese Entry Gatehouse Project which is a part of the overall Washington Park Arboretum Improvement Project (K733127). The project currently has \$450,000 of appropriation authority.

Bond Financing Required: NA

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

Uses and Sources for Operation and Maintenance Costs for the Project:

O&M	2008	2009	2010	2011	2012	2013	Total
Uses							
Start Up							
On-going	\$10,995	\$51,413	\$54,669	\$55,762	\$56,877	\$58,015	\$287,731
Total Uses	\$10,995	\$51,413	\$54,669	\$55,762	\$56,877	\$58,015	\$287,731
Sources (itemize)							
Parks and Recreation Fund (10200)	\$10,995	\$51,413	\$54,669	\$55,762	\$56,877	\$58,015	\$287,731
Total O&M	\$10,995	\$51,413	\$54,669	\$55,762	\$56,877	\$58,015	\$287,731

Notes: This project expands the Japanese Garden entrance to approximately 1,400 square feet to include a resource and meeting room, ticket booth, gift shop, restrooms, and a maintenance area that houses office, storage and work areas. The O&M estimates above reflect the additional operation and maintenance costs needed to care for the ongoing maintenance and implementation of this project. O&M estimates also assume the comfort station will only be open during Garden hours or by event. Landscaping will require significantly higher maintenance than normal facilities, as this is the entrance to a specialty garden.



Maintenance includes custodial work for comfort stations, garbage collection, litter pickup, irrigation, leaf removal, mulching, plant replacement, weeding, and maintenance of a demonstration terrace with seating wall.

The online date for O&M estimates is October 2008. Note that a 2% inflation factor has been used for each successive year. The O&M costs will be funded through the Parks and Recreation Fund.

Periodic Major Maintenance costs for the project: (Note: Estimates are in 2007 \$)

Major Maintenance Item	Frequency	Cost	Likely Funding Source
Exterior Painting	15 years	\$30,000	CRF
HVAC	10 Years	\$16,000	CRF
TOTAL		\$46,000	

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE

Impact: NA

Position Title and Department*	Fund Name	Fund Number	Part-Time/Full Time	2008 Positions	2008 FTE	2009 Positions**	2009 FTE**
TOTAL							

Notes: None

- **Do positions sunset in the future:** N/A
- **What is the financial cost of not implementing the legislation:** Without this legislation the City will not be able to accept the Foundation's donation to be able to construct the first phase of the Project. This donation has been raised through a far-reaching private fund raising campaign. The successful funding and implementation of this project will provide an incentive for additional fund raising to be used for improvements to the Arboretum. By not accepting this donation the City would risk losing future donations for the Arboretum.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives:** An alternative would be for the City to identify a public funding source. Without this donation there is currently no additional funding identified for the completion of this project.
- **Is the legislation subject to public hearing requirements:** No.
- **Other Issues:** None.

Please list attachments to the fiscal note below: None.

