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November 15, 2024

Seattle Department of Parks and Recreation
c/o Anthony-Paul Diaz
100 Dexter Ave N.
Seattle, WA 98109
By Delivery to Email: AP.Diaz@seattle.gov

Re: Wallingford Playfield Park: Proposed Illegal use by Seattle Public Schools

Dear Seattle Department of Parks and Recreation:

This office has been retained by the Wallingford Park Alliance to address a proposal by Seattle Public Schools (SPS or District) to potentially use the Wallingford Playfield Park (WPP) for athletic programs at Lincoln High School. The Wallingford Park Alliance is a recently formed community organization of residents and local business members in the Wallingford area seeking to preserve and protect the recreational, natural, community open-space and aesthetic values of the park and the open public access to its use. The Alliance currently has 172 members, with more joining each day; it has submitted petitions with 876 signatures and 364 comments to date. The petition and comments oppose SPS plans to convert WPP to an athletic field for District athletic programs.

In particular, I have been asked to review the legality of a proposal by SPS to take over WPP for its athletic programs. When the District decided to spend significant sums to renovate and modernize Lincoln High School, SPS knew it did not have space for practice facilities for its athletic program. It further knew that WPP was owned by the City of Seattle and had been a public park for more than 100 years. Due diligence by the District would have informed it that multiple deeds, contracts, ordinances and regulations require that the Park be used <u>only</u> for <u>permanent</u> <u>public</u> open space, park and community recreational purposes and that it could not be used for school athletic facilities. While the Alliance does not oppose minor use for physical education classes covered by the 1970 Joint Use Agreement with Hamilton Middle School, the current proposal goes far beyond use of the existing grass field for occasional classes and would essentially usurp the community's enjoyment of this public open space.

From my review of the circumstances, it is clear that use of the park by Lincoln High School as a practice field for school athletics is improper and illegal based on prior agreements, representations and contracts made by the City of Seattle over many

years. Both SPS and the Parks Department (SPR) should immediately cease any further review or discussion of the District's proposed use of Wallingford Playfield. The District should be encouraged to seek solutions that are consistent with all local, state and Federal laws.

The basis for our position is as follows.

1. HISTORY OF WALLINGFORD PLAYFIELD PARK.

The property for WPP was purchased in 1924, 100 years ago. A Parks' Board memo supported the purchase, stating that "said location is a very necessary and fine place for a Community Play Field for small children." *Exhibit 5*. Community members noted the increasing urbanization of the Wallingford community had eliminated places for children to play: "The vacant lots that once afforded a chance for unorganized play have all been built upon until there is nothing left but the streets."

In the intervening years, there were various proposals to use a portion of the Playfield for a community center or other building proposals, but none were supported by the community and none were adopted.

However, in 1968, the City secured federal funding from the department of U.S. Housing & Urban Development (HUD) for expansion of the playfield, along with funding from the state Interagency Committee for Outdoor Recreation (IAC). As a part of the HUD contract, the City of Seattle agreed to "retain said land, as developed for permanent open space purposes."

The 1970 Forward Thrust bond issue also included funds to expand the park one block west along N. 43rd to Woodlawn Avenue N. "as permanent open space for recreational and scenic purposes." These plans were implemented by construction of park facilities on the additional land acquired with the HUD and IAC funding.

Lincoln High School is northwest of the Park and was opened in 1907. The school site included a large field for athletics north of the school buildings. See *Exhibit 1*, an aerial photograph of the school in the 1960s. However, that field was removed in the 1980s and replaced with a large parking lot.

In 1988, Wallingford Playfield was one of a limited number of Seattle parks that were included in the policy of the City under SEPA to protect public views of significant natural features from public places. See SMC 25.05.675.P.2.a.1 (*Exhibit 2*).

In 1997, community leaders and residents concerned with preservation of Seattle's public parks filed Initiative 42 with the City Clerk. That Initiative provided that "All lands and facilities held now or in the future by The City of Seattle for park and

recreation purposes, whether designated as park, park boulevard, or open space, shall be preserved for such use; . . . ." (Emphasis supplied). Petitions were circulated and sufficient validated signatures were gathered to place Initiative 42 on the ballot. However, recognizing that Initiative 42 would likely be approved by the voters, the City Council adopted Ordinance 118477 into law by a 9-0 vote on January 27, 1997, which ordinance was approved by Mayor Rice on February 4, 1997. The ordinance remains in effect. *Exhibit 3*.

Today, WPP continues its one-hundred-year legacy to provide open space and areas for outdoor recreation to the Wallingford community and beyond.

2. PROPOSED USE OF WALLINGFORD PLAYFIELD BY SPS.

Recently, Seattle Public Schools has proposed to convert Wallingford Playfield Park into a full-size, artificially-turfed football and soccer field for use by Lincoln High School for athletic practices and games. SPS plans to line and mark the field with standard football markings in bright white on the green artificial turf. A drawing of that plan is *Exhibit 4*. The plan proposes to remove soil and grass and cover about 85% of the existing grassy open space with artificial turf, and includes the removal of many mature trees and the leveling of natural topographic features beloved by neighborhood children. Additionally, the plan includes field lighting for night-time use and construction of a building for storing equipment.

3. SEATTLE PUBLIC SCHOOLS PROPOSAL FOR CONVERSION OF WALLINGFORD PLAYFIELD IS ILLEGAL.

As described above, since 1924, Wallingford Playfield Park has served the community as a park for community recreation and open space. During its 100-year existence, the City has made multiple binding contracts and commitments that prohibit the approval of Seattle Public School's athletic field plans for the site. The City, through SPR, should send Seattle Public Schools a clear, unequivocal written notice that it cannot and will not consider a proposal to convert the Park to SPS athletic uses. As described below, continued consideration of SPS's proposal is a waste of public funds, a waste of public resources and a waste of the time for interested members of the public.

a) Terms and Circumstances of the 2024 Deed.

The genesis of WPP is traced to 1924. Parents of the community, noting the lack of a playfield in the growing Wallingford Community, suggest the acquisition of the block between Wallingford and Densmore Avenues and 42nd and 43rd Streets North to the Seattle City Council. See *Exhibit 5*. The letter (dated June 9, 1924) requested the Council to "take the necessary steps to purchase this property for a playfield for the

younger children of this district." This letter followed the May 28, 1924 recommendation of the Parks Board to establish the park as a "very necessary and fine place for a Community Play Field for small children." *Id.*

The City Council followed the recommendation of the Parks Board and community and acquired the property.

b) The Terms of the 1968 Contract with HUD Prohibit Use of Wallingford Playfield for Seattle Public Schools Athletic Purposes.

In 1968, the City decided to increase the size of Wallingford Playfield by 1.06 acres. The funding for the acquisition came from open space funds from the Federal Department of Housing and Urban Development ("HUD") and the State Interagency Committee for Outdoor Recreation ("IAC") (the contract with IAC will be discussed in the next section of this letter).

The City and HUD entered into a "Contract for Grant to Acquire and/or Develop Land for Open-Space Purposes" (hereinafter, HUD Contract). That contract is *Exhibit 6* to this letter and was executed on June 28, 1968.

The HUD Contract provided the City with funding for 50% of the cost of the project, or $166,326 (1968 dollars). That contract obligated the City to clear the site of existing homes "for the development of the land for open-space uses, as set forth in this Section." Section 2(b) goes on to say:

> The Public Body agrees to retain said land, as developed, for permanent open space purposes and the open-space use or uses of said land shall be for park and recreational purposes, conservation of land and other natural resources, or historic or scenic purposes.

(Emphasis supplied). Part II of the HUD Contract contains "Terms and Conditions." Section 104, "Land Provisions" included at Subsection (C) that if the City proposes to "lease or sell all or part of the land" the City must first obtain "written approval" from HUD. That approval:

> will be given only if such leasing or sale is consistent with the project and adequate controls are embodied in the lease or deed to assure the preservation of the open-space use or uses of such land as set out in Section 2(b) of Part I of this contract.

Subsection D(1) provides that "no change in the use of the land to a use other than the open-space uses set out in Section 2(b) of Part I of this Contract will be permitted without the prior written approval of the Secretary (of HUD)."

As described, when the City accepted Federal funds for park expansion, it agreed to maintain the preservation of open-space uses permanently. The proposal advanced by SPS is not an open-space public use, but a use dedicated to school athletics. It would convert natural green, treed park space to a synthetic surface to be installed over 85% of the Park. Given the clear prohibition against the anticipated uses by SPS, the City should immediately terminate further discussion with SPS concerning its proposal, which is a breach of the City's contract with HUD.

c) The Terms of the 1969 Contract with IAC Prohibit Use of Wallingford Playfield for Seattle Public Schools Athletic Purposes.

Another 25% of the funds for acquisition of land for park expansion in the late 1960s came from the Interagency Commission on Outdoor Recreation, the "IAC." The "Project Agreement" between the City and IAC is *Exhibit 7* to this letter. At page 2, it describes the project as purchasing "1.06 acres for an addition to the existing playground." IAC agreed to provide $77,000 (1969 dollars).[1] Section 13.a of the IAC contract provides that the City cannot "convert any property or facility acquired or developed pursuant to this agreement of other than public outdoor recreation use without approval of the Secretary (of HUD) and the Chairman (of the IAC)." Section 13.b.1 provides that: "The property or facilities shall be maintained so as to appear attractive and inviting to the public." Section 13.b.5 states: "The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility." The conversion of the park to a synthetic football field is not attractive or inviting to the public, and under the scheduling proposed, public use of 85% of the park will be prohibited during school *and* after-school hours, weekend practices and events.

Section 9 of the IAC Contract set forth remedies for breach. Significantly, that section provides that the "benefit" from the agreement is "*the preservation, protection, and net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the state and of the United States*, . . ." (underline emphasis added). A simple return of funds by the City in the event of breach of the agreement "would be inadequate compensation for any failure to comply with the terms of this agreement;" thus the "only appropriate remedy in the event of a breach by the Contractor of this agreement shall be the specific performance of this agreement."

Once again, any agreement to allow SPS to use Wallingford Playfield for Lincoln High School athletic facilities, and any removal of natural features, including topographic features, trees and natural vegetation, is an obvious breach of the IAC

[1] A dollar in 1969 is equivalent to $8.64 in 2024 dollars, making this 25% of the purchase price equivalent to $665,000 today.

agreement.

As with the breach of the HUD Contract, the City should immediately inform the SPS that its proposed use is contrary to long-term city obligations and the City should cease further discussion of the subject with the District.

d) <u>Conditions in Deeds to The City for the Park Do Not Allow School Athletic Uses on WPP</u>.

When the City acquired the property for the WPP expansion in the late 1960s, it received individual deeds from seventeen separate property owners. All of the deeds to the City stated that the deed was "subject to" certain obligations the City made to the IAC in its contract of January 15, 1969. An example of the conveyance of the property owners is that for Lot 5, a Statutory Warranty Deed from Robert E. Corning and Corlee C. Corning signed on February 2, 1969; see *Exhibit 8*. Each of the 17 statutory warranty deeds for the park expansion properties states *"...the purchaser shall not at any time convert this property to uses other than for which state assistance was originally granted...".*

Conditions or covenants in a statutory warranty deed are enforceable by the Grantors. See e.g. *Johnson v. Mt. Baker Park Presbyterian Church*, 113 Washington. 458, 459-60 (1920). Any plan for use of WPP other than for a park would be a violation of the Grantors' conditions and subject to specific performance. The City should not continue negotiations with SPS that violate the grantors' express conditions.

e) <u>The 1972 "Deed of Right to Use Land for Public Recreation Purposes" to "all of the people of the state" Prohibits School Athletic Facilities on WPP.</u>

On June 20, 1972, Mayor Wes Uhlman executed a "Deed of Right to Use Land for Public Recreation Purposes." See *Exhibit 9*. That deed was not only to the state of Washington as a governmental entity, but also "as the representative of all the people of the state." The land conveyed by the deed was the area of expansion of the WPP as described above. In the deed, Mayor Uhlman committed that the City "will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted . . . ."

My clients are surprised that SPS's due diligence in advance of making its proposal did not disclose these restrictions in the deed for the property. Moreover, apparently SPS was also not mindful that "all the people of the state" are beneficiaries of the deed, which could result in class action litigation in the event the terms of that deed are violated. Again, the City must cease any further consideration of the SPS request to use WPP as athletic facilities in violation of the City deed.

f) <u>The Terms of Seattle Ordinance 118477 Prohibit Use of Wallingford Playfield for Seattle Public Schools' Athletic Purposes.</u>

In 1996, a large number of Seattle residents were concerned about a City plan to sell city parklands to private developers. These residents then drafted and circulated petitions for a new city law to preserve parks and to prohibit existing parks from being "changed from park use to another usage." The citizens' Initiative 42 was circulated and received sufficient signatures to be placed on the next City of Seattle election ballot.

The City Council, knowing Initiative 42 would likely pass by a substantial margin, took the preemptive step of enacting it into law by a (unanimous) Council vote. Accordingly, Initiative 42 became Seattle Ordinance 118477 on January 22, 1997. See *Exhibit 3*.

As described in Section 1, the Ordinance provided that park and open space:

> shall be preserved for such use; and no such land or facility shall be sold, transferred, or changed from park use to another usage . . .

Any transfer was specifically conditioned on three requirements:

<u>First</u>, that a public hearing would be held "regarding the necessity of such a transaction. . . ."

<u>Second</u>, that the City Council adopt an ordinance finding that "the transaction is necessary because there is no reasonable and practical alternative. . . ." Keep in mind that the terms "necessity" and "reasonable and practical alternative" relate to <u>City of Seattle</u> needs and actions, <u>not</u> that of the potential user, here SPS.

Similar language to that in Ordinance 118477 is found in federal statutes that protect public parks. Washington courts have applied similar standards in such cases as *Defense Fund v Metro Seattle*, 59 Wn App 613, 618-19 (1990):

> The pertinent language appeared in section 4(f) of the Department of Transportation Act of 1966 and it related to construction projects on public lands. It provided, in part, that:
>
> > the Secretary [of Transportation] shall not approve any program or project which requires the use of any publicly owned land from a public park . . . unless (1) *there is no feasible and prudent alternative* to the use of such land . . . .

(Italics ours.) 49 U.S.C. § 1653(f) (Supp. 5 1965-1969) (repealed 1983). The *Defense Fund* court applied the Supreme Court case of *Citizens To Preserve Overton Park, Inc. v. Volpe*, 401 U.S. 402, 28 L.Ed.2d 136, 91 S.Ct. 814 (1971). As noted in *Defense Fund:*

> The federal government argued in Overton Park that under the language of the act, the Secretary could, in making his decision, balance cost, safety and other factors associated with alternative construction plans against the obvious detriment that would result from construction of a highway in a park. The Court rejected that argument and remanded the matter to the District Court for a review of the entire administrative record and in doing so, it stated:
>
> > Congress clearly did not intend that cost and disruption of the community were to be ignored by the Secretary. But the very existence of the statutes indicates that protection of parkland was to be given paramount importance. The few green havens that are public parks were not to be lost unless there were truly *unusual factors* present in a particular case or the cost or community disruption resulting from alternative routes reached *extraordinary magnitudes*. If the statutes are to have any meaning, the Secretary cannot approve the destruction of parkland unless he finds that alternative routes present unique problems.
>
> (Italics ours.) *Overton Park*, at 412-13.

Defense Fund v Metro Seattle, 59 at 619 (1990) (underline supplied).

As applied to the present situation, if the City seeks to lease or convey portions of a Seattle park, such as WPP, the criteria of *Overton Park* apply, and there must be a demonstration that alternatives to park use reach “extraordinary magnitudes” and that such alternatives “present unique problems.”[2]

Third, that the City must receive “land or a facility of equivalent or better size, value, location and usefulness in the vicinity, serving the same community and same park purposes.” Significantly, the ordinance does not include the payment of money for such a transfer.

[2] In any statutory construction of Ordinance 118477, it will be important to note that the language of the Ordinance came from private citizens seeking park protection, not from the Seattle City Council that simply adopted Initiative 42.

As with the HUD and IAC Contracts, the City cannot show the lack of a reasonable and practical alternative and SPS has not offered, or even identified, equivalent land or an equivalent facility in the Wallingford community that might be an adequate replacement. The cost of purchasing equivalent land in the Wallingford community would likely curtail SPS efforts to usurp this public park.

Once again, the City should inform SPS that it has not, and cannot, meet the requirements of Ordinance 118477 and cease further discussions on the subject. To do otherwise is to engage in a waste of public resources and the time and energies of the community that has already spoken on the loss of parkland.

g) The 2016 "Reminder" Letter from RCO Confirms the City's Obligation to Maintain WPP as Originally Funded.

On October 25, 2016, Kaleen Cottingham, Director of the Washington State Recreation and Conservation Office (RCO) wrote the City Parks and Recreational Superintendent concerning "Long-term Obligations for Grants" from the RCO, formerly the IAC. *Exhibit 10.*

In her letter Ms. Cottingham referenced proposed Seattle legislation that might allow public areas, including parks, to be used for temporary housing for the homeless. In light of this possible legislation, she stated:

> this letter serves as a reminder that RCO grants come with a long-term obligation to maintain the project area as originally funded. None of the grants include homeless encampments as an allowable use of park or conservation lands.

Attached to her letter was a list of the more than 130 grants to the City that helped Seattle to acquire and develop parks. The Wallingford Playfield was item 7 on her list, referencing Project Number 68-088A.

Ms. Cottingham's letter also was a "reminder" to the City of the City's obligations:

> Failure to comply with the long-term obligations of an RCO grant has certain consequences for your organization to mitigate for the loss of grant-assisted land or facilities. This may require the appraisal of the property and the purchase of similar replacement property or development of replacement facilities equal to the grant expended. It also may jeopardize future RCO grant funding for the city.

(Emphasis supplied).

The proposed use of WPP for school athletic fields is wholly inconsistent with the use of "the project area as originally funded." The City should tell SPS it will not consider a proposal that would "jeopardize" an important source of funding for other city parks.

h) Commitments in 2017 Environmental Checklist for Lincoln High School Modernization that All Athletic Programs will be Required to Use Off-site Fields and that WPP would Not Be Used are Binding on the District.

On January 9, 2017, SPS prepared an Environmental Checklist for the Modernization of Lincoln High School. The Checklist was signed by the "Responsible Official" for SPS, its "Assistant Superintendent for Operations" Pegi McEvoy. On the same day, Ms. McEvoy issued a "Determination of Nonsignificance" (DNS) for the proposal, indicating that no environmental impact statement would be prepared for the action. See *Exhibit 11*. The Environmental Checklist was not changed or modified during the SEPA or City review processes.

At page 22, the Environmental Checklist poses the following question under the "Recreation" category of the checklist:

> **b. Would the proposed project displace any existing recreational uses? If so, describe**.

Ms. McEvoy answered the question as follows:

> Reopening the Lincoln site as a high school would likely increase the use of Wallingford Playfield by students, especially after school. *The Playfield would not be used for Lincoln High School athletic programs. Athletic programs at Lincoln High School would be required to use off-site fields for practice and games.* Programs would likely use the fields at Woodland Park for practice and games and Memorial Stadium for games.[3]

(Emphasis supplied). See *Exhibit 11* hereto. One of the comments on the proposal by the public was that:

> "The Lincoln site currently does not comply with the District standards for use as a high school, ..."

See Comment No. 41 at page 20 of Appendix D, SEPA Public Comments and SPS

[3]This statement, by senior management at SPS, plainly acknowledges the existence of a "reasonable and practical alternative" for purposes of Ordinance 118477.

Responses (page 8 of Exhibit 11). However, the response by the Responsible Official was that:

> At approximately 6.7 acres, the Lincoln school site is small for a high school in comparison to traditional national standards of 15 -20 acres. School sites in Seattle are generally smaller than the national average because available land is scarce and prices are high.
> SPS has evaluated the Lincoln site and determined that it meets the standards for use as a high school.

Id. Page 33 of the Environmental Checklist indicates that:

> The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

In this case, both the Checklist and DNS were prepared by an employee of the District, not a representative of the City of Seattle or any other public agency.

The statement that athletic programs would use off-site fields and the WPP will not be used for Lincoln athletic programs defines the scope of the proposal for SEPA purposes and for review by the City of Seattle. As the SEPA Rules caution:

> Agencies shall make certain that the proposal that is the subject of environmental review is properly defined.

WAC 197-11-060(3)(a). The proposal did not include athletic facilities at Wallingford Playfield. The only mention of athletic fields was in Paragraph 7 of the Environmental Checklist (page 1), which stated:

> The master plan could also include replacement of a portion of the parking lot at the north end of the site with an athletic practice field.[4]

Public agencies, local residents and the general public understood that any new athletic fields for students at renovated Lincoln High School would not be at Wallingford Playfield and all fields for athletics would be off-site, but could be at the existing parking lot.

As a follow-up, the SPS Facilities Master Plan Update published in 2021 for the Planning Horizon 2021-2026 did not include acquisition of property rights for athletic

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[4] The alternative of the practice field on the Lincoln parking lot acknowledges the existence of another "reasonable and practical alternative" for purposes of Ordinance 118477. See Footnote 3 above.

facilities at Wallingford Playfield.

Neither the Environmental Checklist nor the proposal presented to the City in 2017 have ever been modified to include on-site athletic programs or athletic uses at WPP. The Environmental Checklist has never been revised or modified.

In direct contradiction of its representation in the Environmental Checklist, SPS is now requesting use of the Wallingford Playfield for athletic purposes, with the construction of a full-size football/soccer field for Lincoln High School. As a result of the misrepresentation, there was no consideration of the impacts of use of the Wallingford Playfield during zoning and environmental review by the City of Seattle. The misrepresentation was particularly egregious because SPS does not own or control that facility and reviewers may be misled by taking the District up on its word.

SPS maintains a current website for its proposal to use the WPP for athletic practice fields. In that website is the following entry:

> **Why does Lincoln High School need an athletics practice field?**
> Lincoln High School is the only high school in the district without an athletic field, which limits opportunities for Lincoln's students.
> For many students, after-school sports such as soccer, football, and track are a big part of their high school experience. The lack of facilities requires Lincoln students to travel to distant fields, disproportionately affecting students without access to reliable transportation.
> Without a field, Lincoln students are limited to physical education (PE) within the gymnasium or at Wallingford Playfield, which is largely unusable during the winter months due to rain, snow, and lack of lighting.

None of the factors described in this statement constitute new information not available when the Environmental Checklist was prepared in 2017. However, SPS's Responsible Official stated:

> *Athletic programs at Lincoln High School would be required to use off-site fields for practice and games.*

This was a clear misrepresentation of the requirements for Lincoln that was known and understood by the District when the Environmental Checklist was prepared.

In ordinary course, the SEPA lead agency "shall withdraw a DNS" if:

> iii. The DNS was procured by misrepresentation or lack of material disclosure.

WAC 197-11-340(3(a)(iii).

But in the present case, the SEPA responsible official is also the officer of the applicant. As such, the District is bound by the representation of its operating officer and cannot proceed with plans and projects not included in the Environmental Checklist and not in the plans approved by the City.

The City should inform the District that it will not review the proposal for use of WPP because of the lack of disclosure and the misrepresentation described above.

i) <u>The District Cannot Construct a Project that is Not Included in the Facilities Master Plan Update.</u>

On September 9, 2021 the SPS Board approved its "2021 Facilities Master Plan Update" (FMPU). The FMPU lists information about SPS facilities and plans from 2021 to 2026, with the following purpose:

> The purpose of this 2021 update to the facilities master plan is to evaluate the adequacy of existing educational facilities with current data and to support planning for future facility needs.

The Update includes consideration of needs for its school buildings, including its 13 high schools.

Nowhere in the plan is the construction of new athletic facilities at Lincoln High School. In particular, there is no reference of any kind to the construction of a large new athletic field at the WPP site or any other site.

The District is not authorized to pursue plans that are not included in its Capital Facilities plan.

j) <u>The City is Not Authorized to Eliminate Park Facilities Inconsistent with its Parks and Recreation Plan.</u>

The Washington State Growth Management Act requires that local governments adopt comprehensive plans in RCW 36.70A.070. These plans are required to include certain "elements," including land use, housing and transportation. One of those "elements" is a park and recreation element, requiring the following:

> (8) A park and recreation element that implements, and is consistent with, the capital facilities plan element as it relates to park and recreation facilities. The element shall include: (a) Estimates of park and recreation demand for at least a ten-year period; (b) an evaluation of facilities and

> service needs; (c) an evaluation of tree canopy coverage within the urban growth area; and (d) an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.

The GMA also includes a “capital facilities element” that includes park and recreation facilities:

> (3) A capital facilities plan element consisting of: (a) An inventory of existing capital facilities owned by public entities, including green infrastructure, showing the locations and capacities of the capital facilities; (b) a forecast of the future needs for such capital facilities; (c) the proposed locations and capacities of expanded or new capital facilities; (d) at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and (e) a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. <u>Park and recreation facilities shall be included in the capital facilities plan element.</u>

(Emphasis supplied).

On May 8, 2024, the City Council adopted the 2024 Seattle Parks and Open Space Plan (POSP) as the parks element of the comprehensive plan. The Plan was the subject of intensive public comment in writing and at public hearings for several months prior to its adoption. That plan includes and confirms Wallingford Playfield as one of the city parks. Nothing in the POSP indicated or suggested that the Wallingford Playfield could be conveyed to another entity or that the park facility could be modified in any manner. The POSP is intended to control parks and recreational planning for six years after its adoption.

RCW 36.70A.120 requires the following:

> **RCW 36.70A.120 Planning activities and capital budget decisions—Implementation in conformity with comprehensive plan.** Each county and city that is required or chooses to plan under RCW 36.70A.040 *shall perform its activities and make capital budget decisions in conformity with its comprehensive plan.*

(Emphasis supplied). This statute requires that the City perform its activities in conformance with its comprehensive plan. The Parks and Recreation Element of the

plan identifies WPP as a designated city park and contains no provisions that might allow a change in the character of the facility or allow it to be converted to athletic facilities for Lincoln High School. Further, our review of the public record indicates no request by SPS to change the designation or purpose of WPP to meet its supposed needs during the lengthy comment period on the 2024 Plan. Lack of comment by the District must be assumed to be acceptance of the plan by the District.

Because Wallingford Playfield Park was designated for continuance as a designated city park in its comprehensive plan, the City is not permitted to make decisions, i.e. "perform its activities" contrary to the plan. Any request by SPS to take over substantial parts of WPP should be promptly returned to the District.

4. SUMMARY AND CONCLUSIONS.

The question of the use of Wallingford Playfield was finally and firmly decided many years ago by binding commitments that the Park would be "permanently" used for public open-space and park uses.

The SPS request to take over a large portion of Wallingford Playfield, a 100-year old Seattle park, and construct a synthetic turf field for use by Lincoln High School sport teams violates the long series of binding contracts, planning documents and City ordinances creating the public space. The City is not authorized to change the use of the park, long-designated and regularly used by the public for natural open-space and community recreational purposes, into athletic fields, even in the face of well-organized public relations efforts. Taking substantial portions of public funds, employee time and energy for consideration of SPS prohibited purposes for Wallingford Playfield is wholly inappropriate. So too, calling on the community to engage in a public process for the prohibited purpose wastes the time and energy of community members, especially during the upcoming holiday season.

The City needs to simply say NO to the District's requests and encourage the District to seek other solutions to its self-created problem.

Sincerely,

J. Richard Aramburu

JRA:cc
cc: Wallingford Park Alliance
Richard Best, Seattle Public School Director of Capital Planning, by email delivery to rlbest@seattleschools.org

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