

RESOLUTION R-5549

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING THE DONATION OF TWENTY-ONE THOUSAND DOLLARS (\$21,000) TOWARD THE CONSTRUCTION OF A LABYRINTH AMENITY AT 132ND SQUARE PARK.

1 WHEREAS, David Loran, Nicole Loran-Graham and Amanda
2 Williams have made a monetary donation toward the construction
3 of a Labyrinth to honor the memory of their relatives Scott and
4 Joan Reber as part of a meaningful park enhancement at 132nd
5 Square Park; and

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7 WHEREAS, David Loran, Nicole Loran-Graham and Amanda
8 Williams desire to donate funds for the construction of the
9 labyrinth to the City of Kirkland for the enjoyment of all; and

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11 WHEREAS, this donation resulting in a completed labyrinth
12 will enhance the park allowing visitors the opportunity to enjoy a
13 reflective space for quiet movement, contemplation, stress
14 reduction and a focal point; and

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16 WHEREAS, the Park Board discussed the donation at their
17 January 12, 2022 meeting and recommended accepting the
18 donation and construction of the Labyrinth finding it to be a
19 positive addition to other park upgrades happening as part of the
20 132nd Square Park by Parks Department staff; and

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22 WHEREAS, the City Council desires to accept the donation
23 of \$21,000 from David Loran, Nicole Loran-Graham and Amanda
24 Williams on behalf of the City of Kirkland;

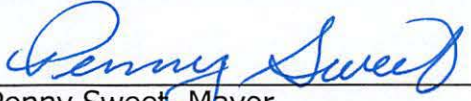
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26 NOW, THEREFORE, be it resolved by the City Council of the
27 City of Kirkland as follows:

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29 Section 1. The City Manager is hereby authorized and
30 directed to execute an Agreement substantially similar to that
31 attached hereto as **Attachment 2**, providing for the acceptance
32 by the City of Kirkland of \$21,000 toward the construction of a
33 Labyrinth as a donation from David Loran, Nicole Loran-Graham
34 and Amanda Williams.

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Passed by majority vote of the Kirkland City Council in open meeting this 5 day of July, 2022.

Signed in authentication thereof this 5 day of July, 2022.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

Attachment 2
DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the ____ day of _____ 2022, by and between David Loran, Nicole Loran-Graham and Amanda Williams whose requested mutual contract address is 1601 NW 5th ("Donor"), and the City of Kirkland, whose address is 123 5th Avenue, Kirkland Washington 98033 ("the City").

Whereas, Donor desires to donate \$21,000 toward the construction of a Labyrinth as a park amenity to 132nd Square Park to the City based upon certain conditions contained in this Agreement; and

Whereas, the City desires to accept the donation from Donor and comply with the conditions contained herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. Donation description: The monetary donation of \$21,000 in honor of the Donor's family members Scott and Joan Reber toward the construction of a Labyrinth to be known as the "Labyrinth" which is the subject of this Agreement.
2. Declaration of Gift: As of the date hereof, Donor hereby gives and delivers to the City the \$21,000, subject to the conditions contained in Section 4 below.
3. Acceptance of Gift: The City agrees to accept this donation, under the terms and conditions of this Agreement. Donor and the City agree that the City shall become the owner of the Labyrinth upon full execution of this Agreement. Donor relinquishes any claim of ownership of the Labyrinth.
4. Conditions of Gift: The gift of the Labyrinth is conditioned upon and shall be used by City in compliance with the following provisions:
 - a. Location - The Labyrinth will be located at 132nd Square Park located at 13159 132nd Ave NE, Kirkland, WA 98034. In the event of changed circumstances the City reserves the right, on reasonable grounds, to remove, or relocate the Labyrinth described in this Agreement.
 - b. Maintenance – The City shall maintain the Labyrinth, at its sole expense, in a manner similar to other park amenities owned by the City and will coordinate all maintenance and repairs. Determining what constitutes a reasonable repair is at the sole discretion of the City and the City is not obligated to repair or replace the Labyrinth if the Labyrinth is damaged beyond repair, which will be determined by the City. The City shall also maintain the area surrounding the Labyrinth.
 - c. Identification - The Labyrinth will tastefully and appropriately be labeled and identified as mutually agreed upon by the parties. The City shall bear the cost of such labelling and installing. In the event of changed circumstances the City

reserves the right, on reasonable grounds, to remove or relocate any of the identification described in this Agreement.

d. Construction – The City shall be responsible for any additional costs and coordination of the installation of the Labyrinth in the park.

5. Other Considerations. By accepting this monetary donation, the City does not confer any special privileges not expressly contained within this Agreement to Donor as it relates to the Labyrinth, the Park, or other Park asset. The City shall maintain the ability to terminate this agreement if there is potential harm to City interests, as determined by the City Manager through consultation with the City Council.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement.

DONOR

By: _____
Its: _____
Date: _____

CITY OF KIRKLAND

By: _____
Its: _____
Date: _____