

RESOLUTION NO. R - 2288

A RESOLUTION OF THE KIRKLAND CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY A CONTRACT WITH NARAMORE, BAIN, BRADY AND JOHANSON TO CONDUCT A PLANNING STUDY OF THE KIRKLAND CENTRAL BUSINESS DISTRICT.

WHEREAS, the Central Business District within the City of Kirkland has historic and cultural, as well as economic significance, and

WHEREAS, development of land use policies, goals and regulations for the Central Business District involve identification and study of many interrelated factors, including economic, marketing, social, environmental, urban design and circulation, and

WHEREAS, the City Council deems it to be in the best interests of the City and its residents, including the property owners and business owners within the Central Business District to hire skilled consultants to perform a study of the Central Business District for use in the preparation of a Central Business District element for the City's Comprehensive Land Use and Development Policy Plan, and

WHEREAS, Naramore, Bain, Brady and Johanson has demonstrated to the City that it possesses the required skills,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Mayor of the City of Kirkland is hereby authorized and directed to sign on behalf of the City of Kirkland the contract between the City and Naramore, Bain, Brady and Johanson for a planning study of the Kirkland Central Business District. A copy of said contract is attached to the original of this Resolution, by this reference incorporated herein and approved.

Section 2. The total cost of said study shall not exceed \$19,500.00 with payment thereof to be made on a progress payment basis, all as set forth in the contract. The Director of Administration and Finance is authorized and directed to make such payments from a special account therefore to be established within the municipal cumulative reserve fund. He is further authorized and directed to deposit in said special account, all monies which have been contributed, donated, appropriated or authorized to be used for the payment of said CBD study.

Section 3. There is hereby created a CBD Advisory Committee to be composed of property owners and business operators from within the Central Business District, together with other qualified and interested members of the general public. The CBD Advisory Committee shall perform the consultation, liaison and advisory functions assigned to it in the contract and may make such comments and recommendations and provide such other and further assistance as may be appropriate.

The Mayor has recommended and the City Council hereby confirms appointment of the following to be the initial members of the CBD Advisory Committee:

- Chuck Morgan
- Bob Lightfeldt
- Bill Woods
- Don Lofquist
- Clarence Schott
- Sid Gregory
- Bill Hufty
- Dave Andriesian
- Doris Cooper
- Lee Benezra
- Ron Richardson
- Bob Tjossem
- Gerhard Dieckmann

Section 4. The City of Kirkland Director of Community Development, or such other City of Kirkland official as the City Manager may designate shall act as the City Project Director under the contract.

Section 5. The consultants during the course of the study are urged by the City Council to make periodic reports and consult with the CBD Advisory Committee and other representative segments of the community, as well as to affected boards, departments and officials of the City of Kirkland.

ADOPTED by a majority vote of the Kirkland City Council in regular meeting on the 3rd day of February, 1975.

Robert R. Heir
Mayor

ATTEST:
Tom J. Adelson
Director of Administration & Finance
(ex officio City Clerk)

RESOLUTION NO. R-2288

AGREEMENT
between
CITY OF KIRKLAND, WASHINGTON
and
NARAMORE, BAIN, BRADY & JOHANSON

This agreement entered into as of this 5th day of February, 1975, by and between the City of Kirkland, Washington, hereinafter referred to as the "City" and the firm of Naramore, Bain, Brady and Johanson, a partnership organized and existing under the laws of the State of Washington, hereinafter referred to as the "Contractor",

WITNESSETH:

WHEREAS, development of land use policies, goals and regulations for the Central Business District involve identification and study of many interrelated factors, including economic, marketing, social, environmental, urban design and circulation, and

WHEREAS, the City Council deems it to be in the best interests of the City and its residents, including the property owners and business owners within the Central Business District to hire skilled consultants to perform a study of the Central Business District for use in the preparation of a Central Business District element for the City's Comprehensive Land Use and Development Policy Plan,

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES: The contractor and/or his designated subcontractors shall perform all of the necessary services provided in the attached Scope of Services (Exhibit A) and Study Timing (Exhibit B) and shall do, perform and carry out these services in a satisfactory and proper manner under this contract.

2. DATA TO BE FURNISHED TO THE CONTRACTOR: The City shall provide the contractor with access to all information, data, reports, records and maps as are existing, available to the City and necessary for the performance of the services described in this Agreement and indicated in the Scope of Services. The contractor shall be entitled to rely upon the accuracy and completeness of the services, information, surveys and reports

furnished, unless otherwise advised by the City. The City shall cooperate with the contractor in every way possible and practicable. The City hereby designates a project director who is authorized to act on its behalf with respect to the administration of this contract. In addition, the City shall establish a study Steering Committee (identified in the Scope of Services as a CBD Advisory Committee) with authority to review and approve study interim and final reports. The City shall assume responsibility for organizing meetings as required under the Scope of Services.

Finally, the City shall be responsible for organization and establishment of such broad-based citizen advisory groups as they may desire for purposes of public involvement. If the City observes or otherwise becomes aware of any default or defect in the study, its representative shall give prompt written notice thereof to the contractor.

3. REPORTS, DOCUMENTS AND SUPPORTING SUMMARY DATA TO BE DELIVERED TO CITY: Upon completion of the study and presentation of the final report, all documents and reports including supporting summary data, maps, drawings and designs shall be delivered to and become the property of the City of Kirkland. Copies of such, together with all preliminary working data, including preliminary maps and designs and notes developed or produced by contractor, may be retained by contractor.

4. TIME OF PERFORMANCE: The services of the contractor are to commence on February 10, 1975 and shall be undertaken and completed in the sequence indicated in Study Timing illustrated in Exhibit B. In any event, all of the described services, including presentation of the contractor's final report to the City shall be completed by June 2, 1975. Any additional activities by way of public information and promotional activities to be conducted by contractor after completion of the final report are not included in this agreement. Should such additional activities be requested or be required, any additional costs attributable thereto will be negotiated and defined in the written request for such additional activities.

5. COMPENSATION: For the complete and faithful performance of the services set forth in Exhibit A, the City shall pay the contractor the maximum sum of \$19,500.00 which shall include sales tax. Progress payments for services shall be made monthly upon presentation of the contractor's statement. Payment due the contractor under this agreement shall bear interest at the rate of 10% per

annum commencing 60 days after the date of presentation of the final report or presentation of the contractor's final statement whichever shall last occur.

6. TERMINATION OR SUSPENSION: This agreement may be terminated by either party upon seven days written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, or in the event the study is suspended for any reason whatsoever for more than two months, or abandoned in whole or in part, the contractor shall be paid compensation for services performed to date of termination, suspension or abandonment in accordance with the following schedule:

- a. FOR THE CONSULTANT'S BASIC AND ADDITIONAL SERVICES, as described in 1 above, compensation to be computed as follows:

Employees' time computed at all multiple of two and one-half times the employees' Direct Personnel Expense as defined in "b" below. The following personnel types and related billing rates shall be employed in this Study:

<u>TYPE</u>	<u>HOURLY RATE</u>
Director	\$40
Senior Consultant/Project Planner	\$25 - \$30
Consultant/Planner	\$20 - \$25
Draftsman/Technician	\$15 - \$20

Services of professional consultants, if any, at a multiple of one and one-tenth (1.1) times the amount billed to the contractor for such services.

- b. DIRECT PERSONNEL EXPENSE. Direct Personnel Expense of employees engaged on the study by the contractor is related to time spent by the contractor's professional employees in project management, financial analysis, site and land use analysis, architectural programming and cost estimation; in providing reports, drawings, and other documents; and in making presentations pertaining to the study.

Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

c. **REIMBURSABLE EXPENSES.** Reimbursable Expenses are included in the study cost and include actual expenditures made by the contractor, his employees and/or professional consultants in the interest of the study for the following types of expenses:

- (1) Expenses of long distance calls and telegrams.
- (2) Fees paid for securing approval of authorities who have jurisdiction over the study.
- (3) Expenses of reproductions, postage and handling of reports, drawings and other presentation material.
- (4) Expense of computer time.
- (5) Transportation and living expenses incurred on study related travels.

7. **ADDITIONAL SERVICES:** It is not contemplated that City will request any additional services outside of the scope of this agreement, however, in the event such additional services may be requested, they shall be requested in writing and approved and authorized by the City Council. Compensation for such additional services, if requested and so authorized, will be made in accordance with the compensation schedule set forth in paragraph 6.

8. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the consultant agrees as follows:

The consultant will not discriminate against any employee, applicant for employment because of race, creed, color or national origin. The consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice advising the said labor union or workers representative of the consultant's commitments under this section.

The consultant affirms that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that he has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that he has not in any manner sought by collusion to secure to himself an advantage over other bidder or bidders.

9. This agreement shall be governed by the laws of the State of Washington.


10. This agreement represents the entire and integrated agreement between the City and the contractor and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by written instrument signed by both parties and approved by the City Council.

IN WITNESS WHEREOF, the City and the contractor have executed this agreement as of the date first above written.

CITY OF KIRKLAND


Allen B. Locke, City Manager

NARAMORE, BAIN, BRADY & JOHANSON


by David P. Haworth, Director
Management Consulting Services

APPROVED AS TO FORM:



Ralph I. Thomas, City Attorney

EXHIBIT A - Scope of Services

TASK 1 - Organization/Data Collection

As a basis for analysis and recommendations, this first task provides for the organization of all responsible parties and the development and identification of the information resources necessary for a complete and comprehensive study.

Element 1.1 At an initial work session with the City Project Director, coordinated agreement on procedures, schedules, presentations, and coordinating individuals should be accomplished.

We suggest that a project coordinator be assigned to provide the necessary liaison between the CBD Advisory Committee, the City of Kirkland, and the Consultants. This individual should serve as the focal point for information and data transfers throughout the course of the study.

Element 1.2 The Urban Design/Planning component will collect the basic information necessary to comprehensively document the constraints and planning conditions within and adjacent to the study area. They will review existing plans, programs guidelines, and other policy and planning legislation with emphasis upon the compilation of the previously identified goals for the area, a documentation of zoning and land use controls, and maps of land use and activities.

This information, once assembled and analyzed, will form the background for the analysis of the urban design determinants.

Element 1.3 The Economic/Financial component will conduct a complete inventory of all available data and past studies necessary to develop an accurate assessment of future economic conditions for Kirkland. Items to be collected include:

- past economic activity levels
- past economic projections for Kirkland and related trade areas (i.e., data contained in the Evergreen East Environmental Impact Statement)
- inventory of current building usages, public and private

- current sales efficiency, rental and other critical revenue relationships
- operating costs (insurance, management, operation and maintenance, taxes, etc.)
- proposed potentially competitive commercial developments in the Kirkland trading area (i.e., Evergreen East, Bothell, Totem Lake, etc.)
- current private business market strategies.

TASK 2 - Market Determination and Urban Design Analysis

Having developed the appropriate information base, our firm will in this second Task analyze, project, and report for your review those economic and design parameters which will impact any future development decision for the Kirkland CBD.

Element 2.1 The Urban Design/Planning Team will inventory, analyze, and evaluate those urban design determinants of form which influence Kirkland's CBD. This inventory will focus upon the natural environment, the man-made physical environment, and the interpretive relationships of the relationship between the man-made environment and the natural environment. This inventory and analysis will be supplemented by a photographic and graphic analysis of the problems and potentials of the study area. The determinant inventory and the problem and potential study would be presented to CBD Advisory Committee at the conclusion of this phase along with the preliminary market study findings. This will establish the program upon which the alternatives are designed and evaluated.

Element 2.2 The Economic/Financial Team will develop forecasts of the basic economic and market conditions likely to be attributable to the Kirkland CBD. A base forecast will be developed, assuming continuation of past trends regarding such variables as market share, sales volume leakage, CBD employment, and new downtown construction. Additional forecast components will then be developed for a variety of assumptions regarding development of competing outlying centers (Totem Lake, Evergreen East, etc.) and degree of increased redevelopment of the Kirkland downtown area. The forecasts will be prepared for five-

year intervals through the Year 2000, and will contain such critical variables as:

- projected population and employment, by category
- projected sales levels, by type of market
- estimated square footage demand, by type of user (rental, office, residential, government, etc.)
- forecast supply of downtown and competitive space.

As part of this forecast process, the total trading area from which the Kirkland CBD is likely to draw commercial activity will be identified and the forecast will be organized into the major geographic elements of this area.

Element 2.3 Based upon the economic projections developed in Element 2.2 the revenue and operating cost data obtained in Element 1.3 and our evaluation of appropriate investor returns, financing availability and costs and construction and other project capital costs, we will prepare a series of pro forma statements of financial impact. These statements will include projections of required rental rates, cash flows and investment returns for each use type under the same assumptions regarding development as employed in Element 2.2. They will be developed with the aid of our firm's existing computerized accumulation model, which has been successfully applied to a number of development studies.

Element 2.4 Upon completion of the urban design and market analyses, our conclusions regarding the design determinants, demand levels and financial impacts likely to influence the development of the Kirkland CBD will be presented in a preliminary report to the CBD Advisory Committee for their review and comments.

TASK 3 - Alternative Concept Development and Programming

Now that reasonable design and economic constraints and criteria have been agreed upon, our study team will produce a number of compatible alternatives for future development in the Kirkland CBD. Each alternative will represent an implementable solution with regard to the desired urban design characteristics and financial feasibility.

- Element 3.1 The study team will develop alternative development concepts based upon the findings of the Urban Design inventory and analysis and the economic/financial model projections. Within the constraints and criteria, the study team will illustrate each alternative concept and include preliminary implementation and impact considerations. Each of the alternatives will be documented and evaluated with reference to urban design goals, general planning and economic/financial feasibility criteria, relative public and private sector financing and cost effects and profiles, indirect effects on private and public revenues and costs (taxes, multiplier revenues, etc.), land use, circulation, and other elements as outlined in attachment B of the RFP.
- Element 3.2 The alternatives will be presented to the CBD Advisory Committee in graphic form with emphasis upon each concept's interpretation of the problem and potential analysis. The team will employ a multi-media approach using photographic and graphic means to demonstrate each alternative's relationship to the existing situation and the desirable and economic and urban design characteristics.
- Element 3.3 After review by the CBD Advisory Committee the concepts and the evaluations will be presented at a community meeting. The study team suggests adjacent community representatives and interested citizens attend this session to participate in the alternative review and selection process. Copies of the Alternatives, Maps and Charts should be prominently displayed in the CBD by the Advisory Committee.
- Element 3.4 The CBD Advisory Committee selects an Alternative to be analyzed and developed in greater detail.

TASK 4 - Recommended Design

After the selection by the Kirkland CBD of a recommended alternative concept, the study team will concentrate on the further refinement of this approach and develop from it a development comprehensive plan. This plan will include a complete documentation of all constraints, criteria, methodologies, and future implementation recommendations. A graphic presentation in report format will be produced for your review.

Element 4.1 This task refines the selected alternative concept reviewed in the previous task. The recommended concept will be developed in greater detail. It will consider land use, circulation (pedestrian, transit, and vehicular), and basic urban design factors which reflect the basic goals and economic and market criteria.

The recommended concept will be diagrammatically illustrated with reference to policy and program recommendations. This format is similar to that which was successfully utilized by the team's urban designer on Seattle's Downtown Concept Plan.

Element 4.2 In addition to the various urban design/planning considerations, the recommended concept will detail the overall economic implications and criteria of the proposed development. Included will be model projections of the commercial markets upon which the development will be based and careful consideration will be shown for all assumptions of market shares, sales leakage recovery, rental rates, competition (current and potential), required investment (public and private) and potential returns on these investments for all sectors, as well as such indirect economic impacts as effects upon the community tax base (positive as well as negative) and additional revenues potentially generated in the community via economic multiplier effects.

Alternative financing/ownership approaches (L.I.D. individual mortgages, sale-leaseback, condominium or cooperative ownership, etc.) will be evaluated as they might apply to the proposed project. Their effects in terms of cost and availability of funding, equitable distribution of that cost and administrative and legal constraints upon development will be evaluated.

Alternative constructed strategies (design/build, fast track, etc.) will be generally evaluated in terms of such variables as their impact on project timing, control and costs.

Element 4.3 The general implementation strategy will be completed. Emphasis will be upon the public and private sector components which are integrated into a phased program. These two components will focus upon those tasks, procedures, and events which should be undertaken to implement

the concept plan. It will outline estimated costs, general responsibilities and future phases with reference to potential design and implementation tasks.

Element 4.4 The draft of the recommended plan will be presented to the CBD Advisory Committee for consideration prior to preparation of the final report on the concept plan and implementation strategy.

TASK 5 - Final Presentation and Implementation Strategies

The culminating task for this study will be directed towards the process of implementation. A necessary consideration is therefore to professionally document and detail the development designs and investment opportunities for circulation to prospective developers and business investors. The formal project presentations will be completed in two parts.

Element 5.1 After the draft report review of the recommended concept, a final report will be completed. This report will briefly document the project, the process, and the assumptions and will be approximately 50 pages long with a 50-copy distribution. In addition the Contractor will provide to the City all camera ready originals of the report so as to permit the City to reproduce additional copies of the report as may be necessary. It will highlight the plan concept, itemize the major design components, detail the market and economic parameters, and incorporate the major actions and anticipated events required to implement it. This formal report will include a project summary which could be printed in greater number for distribution to potential developers.

The implementation strategy will be a comprehensive package consisting of policy, plans, and other recommended actions. This package will have two interrelated implementation components. One component will emphasize the private sector whereas the other will orient to public sector. The package will include public recommend actions pertaining to planning and land use controls, Capital Improvement Programs, future studies, and priority evaluation.

The private component will include a list of short-term and long-term implementation projects and actions which could stimulate investment leading towards realization of the concept.

Each component will include potential funding sources and applicable programs, a sequence of actions necessary to implement the projects and a highly detailed financial plan demonstrating clearly the economic feasibility of each proposed development. The summary will include all factors relating to the conceptual design and economic feasibility of Kirkland's CBD Study and would begin the implementation process leading towards the adoption of a plan and the implementation of the project.

Element 5.2 The final report would be presented to the CBD Advisory Committee, City Council, and other community or City representatives as required at a public meeting. At that time the consultant would answer questions and provide clarification as needed.

Beyond Task Five, which is the final task included in this proposal, the consultant could continue to assist the CBD Advisory Committee and City of Kirkland in the implementation process. This would occur under a separate contract.

This could include:

- Preparation of detailed site development plans
- Assistance in adoption of Plan Recommendations
- Assistance in Capital Improvement Program preparation
- Environmental Impact Analyses where required
- Economic Feasibility services to individual businesses and developers
- Assistance in preparation of developer prospectus and in finding suitable developers
- Design of specific projects
- Construction Management
- Preparation of applications for grants or loans for specific public and private projects.

These services could be provided on a job-by-job basis and/or a continuing contract on a time and material basis.

EXHIBIT B - Study Timing

<u>Task</u>	<u>Begin</u>	<u>Complete</u>
1. Organization and Data Collecting	2/10/75	3/7/75
2. Market Determination and Urban Design Analysis	2/24/75	3/28/75
3. Alternative Concept Development and Programming	3/17/75	4/14/75
4. Recommended Design	4/14/75	5/12/75
5. Final Presentation and Implementation Strategies	5/12/75	6/2/75

<u>Meetings with</u>	<u>Number of Meetings</u>	<u>At Completion of</u>
CBD Advisory Committee	4	Tasks 2, 3, 4, 5
Public	2	Tasks 3, 5
City Council	1	Task 5
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Total	<u>7</u>	