

RESOLUTION R- 3842

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY A SUPPLEMENT TO AN INTERLOCAL GOVERNMENT AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE KING COUNTY RURAL LIBRARY DISTRICT FOR THE CONSTRUCTION OF A NEW LIBRARY FACILITY AND RELATED PARKING STRUCTURE.

Whereas, pursuant to Resolution R-3592, approved March 13, 1990, the City of Kirkland entered into an Interlocal Agreement with the King County Rural Library District (hereinafter "District") concerning the location and construction of a new library facility in Kirkland; and

Whereas, the City and the District desire to supplement and amend their previous Agreement to more specifically set forth their intent and obligations concerning the design, construction, and funding of the library project; and their respective rights and responsibilities relating to the use, ownership, maintenance and management of the library facility and related parking areas, now, therefore,

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The City Manager of the City of Kirkland is hereby authorized to sign on behalf of the City of Kirkland that certain "Supplement to Interlocal Government Agreement Between the City of Kirkland and King County Rural Library District" attached to this Resolution as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is directed to transmit a copy of this Resolution, along with the Supplement to Interlocal Government Agreement, to the King County Rural Library District Board of Trustees.

Passed by majority vote of the Kirkland City Council in regular, open meeting this 5th day of October, 1993.

Signed in authentication thereof this 5th
day of October, 1993.



MAYOR

Attest:



City Clerk
%city93\library\rijp:nmw

SUPPLEMENT TO INTERLOCAL GOVERNMENT AGREEMENT
BETWEEN THE CITY OF KIRKLAND AND
KING COUNTY RURAL LIBRARY DISTRICT

This Agreement dated the ___ day of October, 1993 is entered into by and between King County Rural Library District, hereinafter referred to as the "District," and the City of Kirkland, hereinafter referred to as the "City."

WHEREAS, the District and the City entered into an Interlocal Governmental Agreement dated March 13, 1990 (Attachment #1),

WHEREAS, the parties wish to supplement and amend said agreement to more specifically set forth the intent and obligations of the parties,

NOW THEREFORE, the parties agree as follows:

1. The City, pursuant to the previous Interlocal Government Agreement, has selected the site for a new library, said site being a portion of the Peter Kirk Park parking lot area, more specifically described and set forth in Exhibit "A" attached hereto.

2. The City agrees to provide the District with satisfactory evidence of its ownership of said site, and that construction of library facilities upon the site is a legal and proper use and consistent with current land use laws of the State and City.

3. The City agrees to lease for \$1.00 the entire site described in Exhibit "A" to the District for the purpose of

constructing thereon a 15,000 square foot library building and supporting multi-level parking structure. Upon completion of construction and acceptance by the District of the construction and acceptance by the City of the Schedule 2 construction (described in paragraph 8 below), said lease shall terminate and be immediately replaced by a lease from the City to the District for the building pad occupied by the library building and for use of the adjoining "surface" or upper-level parking area for parking and access. Said replacement lease shall be for an initial term of thirty years, with two ten-year extension options, and may thereafter, upon mutual agreement, be extended for additional terms of ten years. Notice shall be given not less than 180 days before the end of the then existing extension term if a party intends not to extend for an additional ten-year term. The lease consideration shall during said term and any extensions thereof, be at the rate of \$1.00 per year. The replacement lease shall acknowledge the District owns the library building. Accordingly, the District shall be entitled to receive any proceeds of insurance or condemnation payable with respect to the library building and a pro rata share of any proceeds of insurance or condemnation payable with respect to the parking facility which latter amount shall be calculated by dividing the District's contribution to the cost of the parking facility by the total cost of constructing the parking facility (exclusive of the cost of the library building). Ownership of the library

building will pass to the City at expiration of the lease term if the term has not been extended.

4. The District agrees to design and construct a multilevel facility, which will include a 15,000 square foot library with approximately 75 parking stalls on the upper level, and additional parking areas on the lower level or levels, as well as other required landscaping and amenities. Parking spaces located on the surface level and the ramp to the level below shall be posted by the City for the exclusive use of library patrons. The City in administering the parking garage will enforce time restrictions governing use. The City also agrees to provide general parking on the lower parking levels available for use by library personnel and patrons in addition to the general public, subject to the same terms and conditions as apply to the general public. The City will develop a parking management program for the facility. The City's Downtown Parking Plan shall provide for allocation of parking garage spaces consistent with the District's lease. The entire structure shall be designed, engineered, and constructed so as to be able to accommodate, with respect to space and load bearing capacity, a 5,000 square foot future expansion of the library building.

5. The City shall designate a City representative or representatives, including (1) a project coordinator to coordinate with the District and the various City departments and the City Council in the design, permit application and construction process; and (2) an on-site construction inspector

who will be present on a daily basis to inspect and monitor the construction process for the structured parking facility and site and off-site work.

6. The District shall have authority to select the project architect, manage the design and scope of the project, and be responsible for construction of the project, and contract changes. The District's designated project coordinator shall meet weekly with the City representatives including the City's project coordinator and construction inspector in order to maintain an on-going discussion and coordination of project schedules, construction impacts, change orders, contract payments and other project-related matters to the extent herein required. The District shall utilize the City's on-site construction inspector during construction of Schedule 2 as outlined in paragraph 8. This construction inspection firm is being compensated solely by the City.

7. The District shall have the responsibility of managing and coordinating the design and construction of both the library facility and the parking areas. When construction is completed, the City shall be responsible for ownership, maintenance and management of the structure below the library including the lower parking levels, and the District shall be responsible for the leasehold ownership of the library building and its maintenance and management, together with the adjacent upper level parking area; provided that the parties may agree to have the City assume actual maintenance and management responsibility for the upper

level parking area with the cost thereof to be borne by the District.

8. The District will provide the Architect's cost estimates at all stages of the design process to the City for prior approval. The City shall review those portions of the design for which it has financial obligation (Schedule 2) and provide written approval prior to the District submitting the project to public bid.

Schedule 1: The 15,000 square foot library building and adjacent landscaping as defined by the walls of the garage structure.

Schedule 2: Site preparation, rough in of utilities to within 5' of the building, parking facilities including the foundation and multilevel parking structure, provided. The District has agreed by a letter to provide \$390,000.00 as the District's contribution to the parking structure (Attachment 2).

9. The City and King County Library System (KCLS) will share the consultant's Basic Services and other shared costs at 66.6% and 33.4% respectively.

10. The City of Kirkland will conduct a value engineering review of the parking structure and part of the library building. This is undertaken by KCLS cooperation; however, KCLS will only pay for the ZGF consultant team participation up to the agreed-upon percentage identified in Section 9. All design modifications directed by the City to KCLS requiring additional

architecture and engineering fees shall be paid for by the City as negotiated by the City and ZGF.

11. The District and the City agree that they each respectively will take necessary action to assure sufficient funds are appropriated to complete and pay for the project, including all contingencies, change orders, bonds and insurance.

12. The District shall call for bids for the construction of the project and shall provide the City with copies of all bids it receives. The District shall, in consultation with the City, select the lowest, responsible bid for the various portions of the work as determined by the total low bid of Schedules 1 and 2. If bids received are greater than the cost estimate for construction of the project, the City and KCLS each reserve the right to rebid or modify the design of the project. The City shall give the District written approval of the contractor selected prior to the District entering into a contract or contracts, as the case may be, to construct the Project. The City shall notify the District of its approval or disapproval of the bid recommended for acceptance by the District within thirty days after the District makes its recommendation. The District shall administer the construction contracts.

13. The District may approve change orders in the construction contract, provided the City agrees in writing with construction change proposals (CCP) for Schedule 2, which shall not be unreasonably withheld or delayed. The District shall provide the City with copies of all change orders and contract

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change proposals regardless of the dollar amount. The contractor's work shall not be given substantial completion or final acceptance until it is approved in writing by the City as to Schedule 2 work and by the District as to all of contractor's work. Approval for final acceptance shall not be unreasonably withheld by either party.

14. The District will assume full responsibility for payment of all approved invoices for services rendered by architects, contractors and/or other entities retained to perform work/services relative to the construction of the new Kirkland Library. All invoices will be authorized for payment via appropriate written approvals by authorized consultant and the District authorized designee, with prior written approval of the City as to Schedule 2 work.

The District will bill the City of Kirkland monthly. Copies of vendor invoices will be attached to the billing as supporting documentation. Payment to the order of the District, forwarded to the attention of the Business Office, is expected within 30 days following the receipt of such billing by the City and supporting documentation. If payment is not received by the District within 30 days following receipt of such billing by the City, the City shall in addition pay to the District either (1) any additional amounts the District owes the contractor because payment on the construction contract is delinquent, or (2) interest at twelve percent (12%) per annum if the District elects

to pay the City's share of the payment owed the contractor before the payment becomes delinquent.

15. Each party agrees to indemnify, defend and hold the other harmless for any claims against the other that arise from the sole negligence of the responsible party; the obligation to indemnify, defend and hold harmless resulting from or caused by concurrent negligence of both parties shall apply only to the extent of each party's negligence.

16. The parties agree to enter into such additional agreements as may be necessary to fully implement the intent of this Agreement.

17. If any conflicts arise during design and construction of the project that cannot be amicably resolved between the parties, the parties agree to submit said matter to mediation to be heard by a mutually-acceptable mediator who shall conduct said mediation in accordance with the construction mediation rules of the American Arbitration Association.

18. In the event any portion of this Agreement conflicts with applicable law or is found by any court having jurisdiction to be contrary to law, such conflict shall not affect other portions of this Agreement.

19. Except as modified, amended or clarified herein, the obligations of the parties set forth in the Interlocal Government Agreement dated March 13, 1990, remain valid and effective unless evidenced by an agreement in writing signed by both parties.

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Dated this ___ day of _____, 19__.

Approved:

CITY OF KIRKLAND

By _____
City Attorney

By _____
City Manager

KING COUNTY RURAL LIBRARY
DISTRICT

By _____
Director

LEGAL DESCRIPTION

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All that portion of the following described parcel:

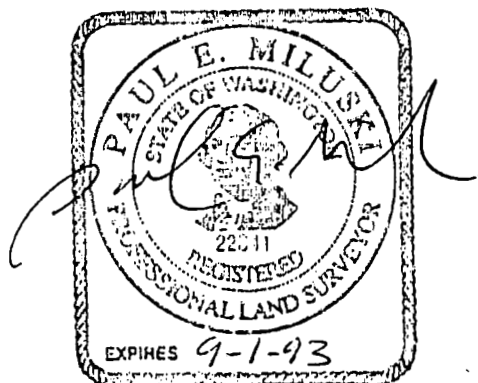
That portion of Government Lot 5 and of the Southeast 1/4 of the Southwest 1/4 of Section 05, Township 25 N., Range 5 E., W.M., as described as follows: Beginning at a point distant N 89°39'00" E, along the South line of said Section, 1511.50 feet and N 00°21'00" W, 30 feet from the meander corner common to Sections 5 and 8 of said Township and Range, and running thence S 89°39'00" W, parallel to the South line of said Section 5, a distance of 721.50 feet; Thence N 00°21'00" W, 623.14 feet, more or less, to the Southerly line of Central Avenue in Kirkland Terrace, as per plat recorded in Volume 21 of Plats on page 42, records of King County, (formerly Lake Avenue in the plat of the Town of Kirkland, as per plat recorded in Volume 6 of Plats, on page 53, records of King County); Thence N 70°04'15" E, along the Southerly line of said Central Avenue, 141.12 feet to an angle point in said Southerly line; Thence N 63°26'15" E, along said Southerly line 656.01 feet, more or less, to a point which bears N 00°21'00" W, from the point of beginning; Thence S 00°21'00" E, 960.20 feet, more or less, to the point of beginning; EXCEPT portion taken by King County for road purposes, situate in the City of Kirkland, King County, Washington.

more particularly described as follows:

Commencing at point at the intersection of the Easterly margin of 3rd Street with the Northerly margin of Kirkland Avenue, said Easterly margin being 90.00 feet offset from the monumented centerline of 3rd Street and said Northerly margin being 30.00 feet Northerly of the monumented centerline of Kirkland Avenue, said point also being the True Point of Beginning;

Thence N 45°21'00" W, along said Easterly margin of 3rd Street, 28.28 feet to a point offset 70.00 feet from the centerline of 3rd Street; Thence, continuing along said Easterly margin, N 06°05'21" W, 200.00 feet; Thence N 00°21'00" W, 74.18 feet; Thence, leaving said Easterly margin, S 89°40'30" E, along a line parallel with and offset 10.00 feet Southerly of the projection of the Southerly face of an existing retaining wall, 86.10 feet; Thence N 01°30'47" E, along the projection of the Westerly face of an existing retaining wall, 67.72 feet, more or less, to the existing ballfield fence; Thence S 83°25'46" E, along said fence, 178.00 feet; Thence S 00°17'08" E, along the projection of the Westerly swimming pool fence line, 338.40 feet, more or less, to the Northerly margin of Kirkland Avenue; Thence S 89°39'00" W, along said margin, 224.61 feet returning to the point of beginning.

(Said parcel having an area of 84,950 square feet or 1.95 acres, more or less.)



Paul E. Miluski
WA LS 22341

May 21, 1992
DRS Ref. 92-030

D.R. STRONG Consulting Engineers, Inc.

INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF KIRKLAND AND
THE KING COUNTY RURAL LIBRARY DISTRICT

THIS AGREEMENT for reference purposes only is dated the 13th day of March, 1990, and is entered into by and between King County Rural Library District, hereinafter referred to as the "District", and the City of Kirkland, hereinafter called the "City":

WHEREAS, the City provides space for a library in a building at 406 Kirkland Avenue, and the District contributes toward the maintenance and utility expenses, and

WHEREAS, the City currently pays an annual contract fee to the District for provision of library services within the City, and

WHEREAS, the City by Ordinance No. 3206 has initiated the process for annexation of the City into the District pursuant to Section 27.12.360, RCW, and

WHEREAS, the District will not realize any direct tax revenue for operation of the library and provision of the library and provision of library services within the City should such annexation be approved until the 1991 calendar year, and

WHEREAS, the City and the District desire to make provision for continued funding of library operations during the calendar year 1990, together with certain other conditions and agreements should the City annex to the District,

NOW, THEREFORE, the parties agree as follows:

1. The District agrees that if the City chooses to annex to the District, the District will be responsible and pay for the construction of a 15,000 square foot library expandable to 20,000 square feet, including furnishings and materials and surface parking for 150 cars exclusively for library patrons, at an estimated cost of \$3.9 million, and an anticipated completion date in early 1994. The District will have the option to use any shelving or furnishings from the current Kirkland Library, and will provide to the City an inventory listing of any and all shelving and other furnishings so used.

2. The City will provide or pay for suitable land (the site) for the structure and parking with the requirements that:

(a) the site will have convenient access with good visibility and no road work required by District to site the building.

(b) the soils of this property will support the project

(c) the design and construction will be consistent with the standards of current District building projects

(d) the utilities are centrally located and capped within five feet of the building for easy connection.

3. The City shall be the designated SEPA lead agency for all SEPA review, which shall include site analysis and site selection.

4. Any off-site public improvements such as street, sidewalk, storm drainage and/or utility modifications as may be required as a result of the construction of the library shall be paid for by City.

5. All on-site work and improvements, such as site preparation, grading, landscaping, shall be paid for by District.

6. The City shall make the selected site available to District within a feasible time in order that the District may have a reasonable construction time period in which to complete the library prior to the anticipated opening date.

7. The City by its City Manager shall designate City administration personnel to participate in the District's design review process for the library, and to act as coordinator with the District during the planning, design and construction processes.

8. If the selected site will not support the level of surface parking set forth above, or if the City requires in excess of 150 spaces for library patrons, the City will provide and pay for such excess parking.

9. The City will lease the property selected as the site for the 15,000 square foot library to the District at a fee of \$1.00 per year.

10. After January 1991, the District will continue to reimburse the City for the library's portion of maintenance and utility costs for the library's portion of the existing library building at 406 Kirkland Avenue until the move to the new building is complete.

11. If the City chooses to annex to the District, then within 60 days of the date of certification of the results of the annexation election, City and District by a supplemental interlocal governmental agreement shall either supplement or amend this agreement to more specifically set forth the terms and conditions relative to the matters set forth in Paragraphs 1 through 10 above.

General Recitals:

A. This Agreement is to identify the rights and obligations of the parties in the event annexation of the City to the District is approved at the special election to be held on May 22, 1990. If annexation of the City to the District is not approved at any such election, this Agreement shall be of no further force or effect.

B. City intends to continue to appoint a Kirkland Library Board of Trustees during any period of time when the City is annexed to the District, the District shall regularly solicit input from the Board on issues relating to all aspects of library services and facilities for the residents of Kirkland.

Dated this 13th day of March, 1990.

CITY OF KIRKLAND

THE BOARD OF TRUSTEES
KING COUNTY RURAL
LIBRARY DISTRICT

Lorin Cooper
Mayor Acting Mayor Pro tem

Susan B Churchill

Attest:
Jane Henry
City Clerk

William O'Leary

Approved as to form:
Gail Bond
City Attorney

[Signature]

Ronald F. Tallema

Rae George

King County Library System

300 8th Avenue North • Seattle, Washington 98109-5191 • (206) 462-9600

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August 13, 1991

Terrence L. Ellis, City Manager
City of Kirkland
123 5th Ave.
Kirkland, WA 98033-1100

After reviewing the three plans for Peter Kirk Park and the Safeway sites, our assessment is that all three are workable. The Park site has the best prominence and visibility if management of the lower parking level can insure adequate Library access. With only 75 to 80 spaces on level with the library we need to insure the availability of proximate parking for our patrons. We are assuming that the parking facilities and their maintenance and operation will be the sole purview of the City.

In the analysis of the three schematic site plans for the new Kirkland library, you have requested the amounts KCLS had budgeted for parking, landscape, and foundations for a 15,000 square foot facility. Our estimates come from 2 libraries that were recently bid and estimates from 4 that are in the construction drawing stage. These estimates include the construction cost, profit, overhead, and 5% inflation per year till bidding at the end of 1992.

	Cost per sq.ft.	Total
1. Parking and related construction This assumes City is bringing in utilities and storm drains, excavation and site preparation as part of the parking garage.	\$12.00	\$ 180,000
2. Landscape	\$ 4.00	\$ 60,000
3. Foundations	\$10.00	\$ 150,000
Total		\$ 390,000

If the City of Kirkland is including the cost of utilities, storm drainage, site grading, foundations, and landscaping in the parking structure estimates, KCLS could contribute the above amounts which we would typically spend for a 15,000 sq. ft. facility. This assumes the library will not have to spend any additional funds to upgrade the parking garage work to accommodate the library construction.

ATTACHMENT 2

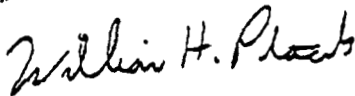
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We are concerned that the estimates from Makers does not differentiate for the cost of foundations and superstructure that are supporting the building versus just cars. Our experience is the cost of these two items would be more expensive to support the warehouse loads and long span structure required for a library over parking. A structure supporting only cars is easier to engineer and less costly to build.

Lastly, we wish to stress the importance of a timely zoning and permitting review process. If bidding is delayed beyond January 1993, the funds the Library has budgeted may not be sufficient to offset inflation. We will need the city's help in timely reviews for zoning and construction permitting.

If you have any further questions please contact me or Ron Bills, the Project Coordinator for the library.

Sincerely,



William H. Ptacek
Director

cc: Nancy Cox
Kay Johnson
Ron Bills

~~Exhibit A~~

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RESOLUTION R. 3696

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELATING TO LIBRARY SITING.

WHEREAS, pursuant to the State Environmental Policy Act, RCW 43.21C and the Administrative Guideline and local ordinance adopted to implement it, a Draft and Final Environmental Impact Statement entitled "Kirkland Resource Library and Performing Arts Center" has been prepared by the City of Kirkland and issued by the responsible official of the City of Kirkland; and

WHEREAS, the Kirkland City Council, in regular meeting, did consider the Environmental Impact Statement and held a public hearing on site selection.

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

Section 1. The selected site for the new resource library is the parking lot in the southwest corner of Peter Kirk Park.

Section 2. The design for the library will be generally in accordance with the schematic concept set forth in Alternative 2 entitled "Peter Kirk Park Site With Pool" as presented to the Council at their regular meeting on August 20, 1991.

Section 3. A City ad hoc committee will be established consisting of two Library Board members, two Park Board members, and Planning and Parks Department staff. The mission of the committee will be to prepare a list of design criteria for use by the King County Library System architects. The criteria will be developed for Council review and in coordination with King County Library System staff and architects. The committee will focus on City desires for the design, construction, and operation of the new resource library, parking structure, and adjacent public spaces.

Section 4. The City will issue councilmanic bonds/limited obligation debt to fund the structured parking component of the project, with a portion of that general fund revenue stream previously dedicated to paying the annual library contract dedicated to pay this debt.

Section 5. The City ad hoc committee will solicit input from the Kirkland Downtown Association Parking Committee to ensure that the City's future parking management program for the new structured parking is compatible with the parking management system being developed in the downtown parking plan. City staff will also solicit input from the Kirkland Downtown Association Parking Committee regarding the use of in-lieu parking funds for the parking structure under the new library, and will make a recommendation for Council review.

Section 6. City staff will work with the King County Library System staff to prepare an agreement for the design and implementation of the library and parking structure as a single and combined construction project, as well as for the future lease, operation, and maintenance of the new facility.

Section 7. An amendment to the Peter Kirk Park Master Plan will be processed using the provisions of Process IIB, Chapter 152 of the Zoning Code. The master plan amendment will be reviewed by the Park Board prior to the Hearing Examiner hearing that is required by Process IIB.

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Section 8. The Park Board will study and make a recommendation to the Council on the future use of the existing library building in Peter Kirk Park. The Park Board will consider at a minimum the following uses in this study: multi-use community meeting and recreation space, low-income day care facility, youth center, and interim performing arts center.

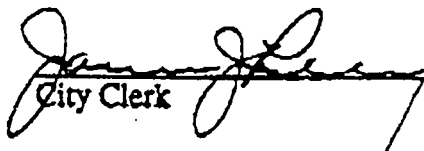
PASSED by a majority vote of the Kirkland City Council on the 17th day of September, 1991.

SIGNED IN AUTHENTICATION THEREOF on the 17th day of September, 1991.



Mayor

ATTEST:



City Clerk

UNCLERKING