

Ordinance No. 124439

Council Bill No. 118047

AN ORDINANCE related to Orion O. Denny Park; authorizing the Superintendent of Parks and Recreation to enter into an Operation and Maintenance Agreement with the City of Kirkland for Orion O. Denny Park.

Related Legislation File:

Date Introduced and Referred: <u>3/3/14</u>	To: (committee): <u>Parks, Seattle Center, Libraries, and Gender Pay Equity</u>
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>3.10.14</u>	Date Presented to Mayor: <u>3.11.14</u>
Date Signed by Mayor: <u>3/17/14</u>	Date Returned to City Clerk: <u>3/19/14</u>
Published by Title Only <u>✓</u>	Date Vetoed by Mayor:
Published in Full Text	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

The City of Seattle – Legislative Department

Council Bill/Ordinance sponsored by: J. Golden

Committee Action:

Date	Recommendation	Vote
<u>3.4.14</u>	<u>PASS</u>	<u>TR JCI 2-0</u>

This file is complete and ready for presentation to Full Council.

Full Council Action:

Date	Decision	Vote
<u>3.10.14</u>	<u>Passed</u>	<u>8-0 (Excused: Licasta)</u>

LAW DEPARTMENT

CITY OF SEATTLE
ORDINANCE 124439
COUNCIL BILL 118047

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4 AN ORDINANCE related to Orion O. Denny Park; authorizing the Superintendent of Parks and
5 Recreation to enter into an operation and maintenance agreement with the City of
6 Kirkland for Orion O. Denny Park.

7 WHEREAS, in approximately 1916, the widow of Orion O. Denny willed the family's country
8 estate, located on the eastern shore of Lake Washington, to the City of Seattle for use as a
9 public park; and

10 WHEREAS, the City of Seattle, by and through the Department of Parks and Recreation
11 ("DPR"), owns Orion O. Denny Park ("Park") in Kirkland, Washington; and

12 WHEREAS, on November 7, 2002, voters within the Finn Hill neighborhood approved
13 Proposition No. 1, creating the Finn Hill Park and Recreation District ("FHPRD"), a
14 municipal corporation, for the purpose of raising funds to operate and maintain the Park;
15 and

16 WHEREAS, on June 1, 2012, the City of Kirkland ("Kirkland") annexed the Finn Hill
17 neighborhood, including the Park; and

18 WHEREAS, On November 6, 2012, the voters of Kirkland approved Proposition No. 2, which
19 authorized funding to provide Park operation and maintenance; and

20 WHEREAS, on April 1, 2013, the FHPRD transferred the responsibility for the operation and
21 maintenance of the Park to Kirkland; and

22 WHEREAS, effective December 31, 2013, FHPRD dissolved; and

23 WHEREAS, the City of Seattle, FHPRD and Kirkland desire to facilitate an orderly transition of
24 services associated with the operation and maintenance of the Park to Kirkland; and

25 WHEREAS, the benefits to the public associated with the provision of Park operation and
26 maintenance by Kirkland will be substantial; NOW, THEREFORE,

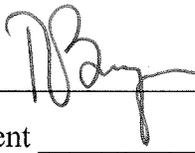
27 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**
28



1 Section 1. The Superintendent of the Department of Parks and Recreation, or his
2 designee, is authorized to enter into an Operation and Maintenance Agreement with the City of
3 Kirkland for Orion O. Denny Park as substantially in the form of Attachment 1.

4 Section 2. This ordinance shall take effect and be in force 30 days after its approval by
5 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
6 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

7 Passed by the City Council the 10th day of March, 2014, and
8 signed by me in open session in authentication of its passage this
9 10th day of March, 2014.

10
11 
12 _____
13 President _____ of the City Council

14 Approved by me this 17th day of March, 2014.

15
16 
17 _____
18 Edward B. Murray, Mayor

19 Filed by me this 19th day of March, 2014.

20
21 
22 _____
23 Monica Martinez Simmons, City Clerk

24 (Seal)

25 Attachment 1: Interlocal Agreement between The City of Seattle and The City of Kirkland for
26 Operation and Maintenance of Orion O. Denny Park

INTERLOCAL AGREEMENT
BETWEEN

THE CITY OF SEATTLE,

AND

THE CITY OF KIRKLAND

**FOR OPERATION AND MAINTENANCE OF
ORION O. DENNY PARK**



INTERLOCAL AGREEMENT
Between
THE SEATTLE DEPARTMENT OF PARKS AND RECREATION
And
THE CITY OF KIRKLAND
For
FOR OPERATION AND MAINTENANCE OF ORION O. DENNY PARK

This Interlocal Agreement ("Agreement") is for the operation and maintenance of Orion O. Denny Park ("Park"), and is made and entered into this _____ day of _____, 2014 by and between The City of Seattle, a Washington municipal corporation ("Seattle"), through its Department of Parks and Recreation ("DPR") and the City of Kirkland, a Washington municipal corporation ("Kirkland") pursuant to Chapter 39.34 RCW and other authority. Seattle and Kirkland are referred to herein individually as a "Party" and together as the "Parties".

RECITALS

- A. Seattle, by and through the DPR, owns and operates the Park; and
- B. On June 1, 2011, the neighborhood where the Park is located was annexed into the city of Kirkland; and
- C. On November 6, 2012, the voters of the City of Kirkland approved Proposition No. 2, which authorized funding to provide Park operation and maintenance; and
- D. The Finn Hill Park and Recreation District, a metropolitan parks district ("FHPRD") formed in order to provide operation and maintenance of the Park, dissolved, effective December 31, 2013; and
- E. Seattle, FHPRD and Kirkland desire to facilitate an orderly transition of services associated with the operation and maintenance of the Park; and



F. DPR seeks continued operation of the Park through the operation and maintenance by Kirkland; and

G. The Parties intend to provide an example of environmentally-friendly practices in public parks and to develop a programmatic approach that promotes sound environmental stewardship and volunteerism in public parks; and

H. The Parties intend to provide an example of public recreational opportunities that foster greater awareness, appreciation and knowledge of park environments; and

I. The Parties share a commitment to serving diverse public audiences in public parks; and

J. The Parties agree that the Park has been and should continue to be operated as a multi-use park, with the high-use, open portions west of Holmes Point Drive NE operated and maintained more actively as a semi-urban park, and the wooded sections south of the parking lot and east of Holmes Point Drive NE managed with minimal impact to remain a more natural, native preserve within the surrounding urban environment; and

K. The Parties acknowledge that current Seattle resource constraints and funding priorities would make it difficult, if not impossible, for DPR to satisfactorily manage and maintain the Park without contracting for the services of Kirkland in connection with such operation and maintenance; and

L. The Parties agree that the benefits to the public associated with the provision of operation and maintenance services by Kirkland will be substantial; and

M. The public will further benefit from the direct financial contributions to the maintenance of the Park that Kirkland will make as provided for herein; and

N. DPR and Kirkland seek this Agreement for the purpose of granting Kirkland immediate access to the Park for operation and maintenance.

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions and covenants described herein, Seattle and Kirkland agree as follows:

ARTICLE 1 – AUTHORIZATION AND RESPONSIBILITIES



1.1 **Authorization.** Consistent with the terms of this Agreement, Kirkland is authorized to operate, access, manage, maintain, use, and occupy the Park ("operate and maintain") during the Term, as defined below, for the purposes of facilitating continued use of the Park by the public.

1.2 **Responsibilities.**

1.2.1 **Kirkland.**

1.2.1.1 **Maintenance.** Kirkland agrees to maintain the Park to the standard of Kirkland's parks system consistent with maintenance levels of parks classified as waterfront parks and open space/natural areas as identified in Kirkland's "Park, Recreation and Open Space Plan." This may be accomplished through use of Kirkland Park maintenance staff and volunteer labor. Kirkland's responsibilities include recurring maintenance of the Park to the standards as described in Exhibit B (and integrated into this Agreement), as well as Minor Capital Improvements and Minor Repairs, defined below. In conducting their work, Kirkland and its contractors and agents shall protect all Park property and improvements, including but not limited to trees, plantings, grass, asphalt surfaces, irrigation facilities and drainage, from any damage which may occur as a result of their maintenance of the Park. Kirkland and its contractors or agents, must obtain all necessary permits and approvals required by applicable federal, state and local laws, ordinances, rules and regulations to perform any work on Park property. Placement and/or temporary storage of personal property, equipment, vehicles, or materials of any kind on park property shall be at Kirkland's sole liability and risk.

1.2.1.2 **Operation.** Kirkland agrees to operate the Park and to provide for daily opening and closing of the Park, consistent with Kirkland's park opening and closing schedules. Kirkland will work with its police department to ensure Kirkland laws are enforced within the Park.

1.2.1.3 **Volunteers.** Kirkland may use volunteers to assist in its maintenance and management of the Park and for the provision of seasonal programs.

1.2.1.4 **Due Diligence.** In carrying out its responsibilities and obligations, Kirkland will exercise appropriate caution and use due diligence in



identifying and preserving any site that may have archaeological materials. If such materials are identified, Kirkland will immediately notify Seattle and will cease work in the area until further notice by Seattle.

1.2.2 **Seattle.** As owner of the Park, DPR agrees to remain responsible, and contingent on available funds, for implementation of Major Repairs and Major Capital Improvements to the Park, including all capital facilities, whether damage to facilities and property is due to natural deterioration or vandalism. DPR agrees to provide prompt review of Kirkland requests for changes within the Park.

1.3 **Standards for Maintenance, Operation and Repair.** DPR and Kirkland shall jointly set or otherwise determine all standards for park maintenance and shall jointly review the adequacy of conformance to the requirements set forth herein. For the purposes of this Agreement, such standards will be deemed to have been met if Kirkland satisfactorily meets the maintenance program standards set forth in Exhibit B. Further, DPR and Kirkland agree to work together to identify and implement, as funds are available, mutually agreed upon Major Repairs and Major Capital Improvements necessary for the Park.

1.4 **Nature of Park.** Kirkland agrees to continue managing the Park as a multi-use park, with the high-use, open portions west of Holmes Pt. Dr. NE to be operated and maintained more actively as a semi-urban park, and the wooded sections south of the parking lot and east of Holmes Point Drive NE to be operated with minimal impact.

1.5 **Termination.** This Agreement is subject to termination by either Party for any reason, including their convenience, upon 90 days' advance written notice by that Party mailed to the other Party, at the addresses shown below. This Agreement is also subject to immediate termination by either Party upon 30 days' written notice in the event the other Party breaches any of its material obligations hereunder. For the purposes of delivering notices and for routine business activities, the following are the official addresses and contact individuals of the Parties to this Agreement:

Seattle Department of Parks and Recreation

City of Kirkland Department of Parks and
Community Services



Christopher Williams, Superintendent
Seattle Department of Parks and Recreation
100 Dexter Avenue North
Seattle, WA 98109

Jennifer Schroder, Director
Kirkland Parks and Community Services
123 5th Avenue
Kirkland, WA 98033

ARTICLE 2 - DEFINITIONS

- 2.1. "Approval" (or "Approved") means the prior written consent of a party or an authorized designee thereof.
- 2.2. "Gross Receipts" means all program receipts, fees from other users, rents, class fees, and other earned income actually received by Kirkland from programming or retail sales in the Park during the Term of this Agreement.
- 2.3 "Major Capital Improvement" means all capital improvements with a cost of \$2,000 or more per occurrence and \$5,000 in the aggregate each calendar year.
- 2.4 "Major Repair" means all regular operating repairs with a cost of \$2,000 or more per occurrence and \$5,000 or more in the aggregate each calendar year.
- 2.5 "Minor Capital Improvement" means all capital improvements with a cost of less than \$2,000 per occurrence and \$5,000 in the aggregate each calendar year.
- 2.6 "Minor Repair" means all regular operating repairs with a cost of less than \$2,000 per occurrence and \$5,000 in the aggregate each calendar year.
- 2.7 "Superintendent" means the Superintendent of the DPR or the Superintendent's designee.
- 2.8 "Term" means a period of five (5) years from the effective date of this Agreement. If the Parties fail to extend this Agreement prior to sixty (60) days before the end of the initial Term, and neither party has terminated the Agreement, the terms of this Agreement, or such other terms as the Parties have agreed upon in writing, shall be renewed automatically for a one-year period thereafter unless terminated by either Party as provided in this Agreement.

ARTICLE 3 –INSURANCE

3.1. Nature of Coverage.



3.1.1 Kirkland shall maintain liability coverage via membership in the Washington Cities Insurance Authority, a Municipal Pool, for the liabilities contractually assumed by Kirkland in this Agreement, and, arising out of the activities pertaining to this Agreement.

3.1.2 By requiring such liability coverage, Seattle shall not be deemed to, or construed to, have assessed the risks that may be applicable to Kirkland in this Agreement. Kirkland shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

3.2. Scope and Limits of Liability Coverage. Coverage shall be at least as broad as:

3.2.1 General Liability: Commercial General Liability, with a limit of not less than: \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.

The policy or coverage agreement shall include but not be limited to:

- (i) coverage for premises and operations;
- (ii) contractual liability (including specifically liability assumed herein);
- (iii) Employers Liability or "Stop-Gap" coverage.

3.2.2 Automobile Liability: Business Automobile Coverage, for a limit of not less than \$1,000,000 combined single limit per occurrence.

3.2.3 Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

3.3. Deductibles and Self-Insured Retentions. Any deductible and/or self-insured retention shall be the sole responsibility of Kirkland.

3.4. Other Provisions. The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.

3.4.1 Liability Coverage. To the extent of Kirkland's negligence as herein



assumed, Kirkland's liability coverage shall be primary coverage as respects Seattle, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by Seattle, its officers, officials, employees, and agents shall not subsidize Kirkland's Coverage or benefit Kirkland in any way.

3.4.2 All Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, unless after forty-five (45) days prior written notice, sent by registered mail, to Seattle.

3.4.3 Acceptability of Insurers. Unless otherwise accepted by Seattle, and if Kirkland obtains commercial insurance, insurance coverage is to be placed with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.

3.4.4 Verification of Coverage. Kirkland shall furnish Seattle with evidence of general liability coverage to be received and accepted by Seattle prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by Seattle.

ARTICLE 4 – FEES, CHARGES AND TAXES

4.1 Kirkland shall be entitled to all Gross Receipts from service activities, user fees, concessions, and activities which it deems appropriate (with DPR concurrence) to authorize, charge, or permit during the term of this Agreement.

4.2 In the event that tax revenues are reduced or become unavailable to Kirkland for unforeseen reasons, with the Superintendent's concurrence, Kirkland may reduce Park maintenance and other services to stay within its established budget.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

5.1 **Notices.** All notices or documents required by this Agreement shall be in writing and shall be sufficiently given if either personally served upon the other party or sent via



the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as shown in this Agreement or by such other means as the Parties agree, or to such other address as either Party hereto may specify for itself in a notice to the other.

5.2 **Long Term Rights.** This Agreement creates no additional or long-term rights of any kind in Kirkland. The rights granted to Kirkland hereunder are not transferable or assignable, either in whole or in part unless approved in writing by the Superintendent of DPR.

5.3 **Amendments.** No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

5.4 **Binding Agreement.** This Agreement shall not be binding until signed by both Parties. The provisions, covenants and conditions in this Agreement shall bind the Parties, their legal heirs, representatives, successors, and assigns.

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

5.6 **Remedies Cumulative.** Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

5.7 **Captions.** The titles of sections are for convenience only and do not define or limit the contents.

5.8 **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.9 **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by Kirkland after the



time the same shall have become due nor payment to Kirkland for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Seattle, in writing.

5.10 Entire Agreement. This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of Seattle and any officer, agency, employee or associate of Kirkland prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

5.11 Negotiated Agreement. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

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

CITY OF KIRKLAND

_____, 2014
Kurt Triplet, City Manager

IN WITNESS WHEREOF, the parties have executed this contract:

STATE OF WASHINGTON
COUNTY OF KING



I certify that I know of or have satisfactory evidence that Kurt Triplett signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

(Signature of Notary Public)

Dated: _____

(Printed name)

Residing at:

My appointment expires:

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION

Date: _____, 2014

Christopher Williams, Superintendent
City of Seattle Department of Parks and Recreation

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that Christopher Williams signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Superintendent of the Department of Parks and Recreation of The



City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in this instrument.

(Signature of Notary Public)

Date: _____

(Printed name)

Residing at:

My appointment expires:

EXHIBIT A – Map of Orion O. Denny Park

EXHIBIT B –Maintenance Standards As Supplied By Kirkland



EXHIBIT A – Map of Orion O. Denny Park



EXHIBIT B – MAINTENANCE STANDARDS
RECURRING MAINTENANCE OF ORION O. DENNY PARK
STATEMENT OF WORK

I. Plant Materials, Natural Bed Areas

Maintain all trees, shrubs, and groundcover of the lawn area in the Park in a healthy, growing condition, by performing the following operations and other work specified.

- a) Pruning (lawn and parking areas only). Pruning of trees, shrubs, and hedges shall be done as follows:
1. Fertilize Shrubs & Beds. The shrubs and plant beds throughout the Park should be fertilized once a year.
 2. Trees, shrubs, and hedges, should be shaped, trimmed, or sheared to maintain shape and function, and to keep a neat trim appearance.
 - a. The lower branches of trees should be raised above head height wherever they overhang walks or paths. A minimum of eight (8) feet of vertical clearance and a minimum of one (1) foot of horizontal clearance must be maintained. Singular branches, which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities, should be pruned back to the first lateral. Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch to tree collar.
 - b. Kirkland shall monitor and mitigate any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.
 3. Cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, and utility vaults. Shrubs and ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curbs) and bed areas. All ground cover should be trimmed back in beds, walkways shall be kept free of ground cover. All ivy in beds around shelter shall be kept trimmed back.
 4. Remove suckers and other undesirable growth on trees and shrubs, in and adjacent to the lawn and parking areas only.



5. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.
6. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

b) Weed/Disease/Pest Control

1. All bed areas should be kept clear of weeds, leaves, debris and brush. Trees, shrub, and groundcover areas shall be kept free of weeds.
2. Weeding may be done by mechanical and/or chemical means. All spraying shall be done in compliance with all federal, state, and local laws and regulations. No chemicals are to be used within the Orion. O. Denny Creek buffer zone (defined as the area between the rail fences on either side of the creek), and the north Park area wetlands.
3. Any damage to desirable plant material due to negligence or misuse of pesticides or herbicides will be remedied in a timely manner.
4. Minor pest control is allowed up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators.
5. Kirkland may remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety.
6. Plant materials supplied by Kirkland shall be of suitable quality.

c) Irrigation: N/A

II. Lawn Care

Maintain all lawns in a healthy, growing condition by performing the following operations and other work specified for each site:

- a) Aerate Turf. Lawn areas, if specified, shall be aerated each year and overseeded in accordance with the frequency established by Kirkland's best practices for park lawns.
- b) Edging. All lawn edges shall be edge trimmed after each mowing. This edge trimming includes cutting grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, or any other object or structure within or bordering the lawn areas. Edging shall be done by powered edging equipment.



c) Fertilizing/Herbicides

1. Lawn area shall be fertilized as required, as determined by Kirkland and the maintenance subcontractor. The use of herbicides shall be done in accordance with all local, state and federal statutes. Kirkland has the discretion to increase or decrease the number of fertilizer applications per year.
2. Fertilization should be scheduled prior to projected precipitation. Burning of grass due to improper fertilization work on lawn areas shall be considered property damage and shall be corrected.

d) Mowing: Mowing shall occur on all grassy areas west of Holmes Point Drive, and as needed on the small grassy area east of Holmes Point Drive. Lawn areas shall be mowed to a uniform height of 2-3 inches, so as to maintain a neat, trim appearance. All paper, rubbish, or debris shall be removed from each lawn area prior to mowing. Mowing shall be done during the growing season, from April through November. Mowing from December through March shall be at the discretion of Kirkland. If mowing or equipment use results in clumping of grass clippings, these clippings shall be picked up and removed to the composting areas at the east end of the gravel parking lot, or removed from the site.

e) Watering: N/A

f) Weed/Pest Control

1. Kirkland shall be responsible for the selection and use of insecticides, fungicides, herbicides, and rodenticides, and for the specific applications for which the same may be used. Any property damage resulting from the use of such pesticides shall be the responsibility of Kirkland.
2. Lawn areas shall be kept free of weeds. Weeding may be done by the use of selective weed killers or pre-emergent sprays.
3. If poison baits are used for the control of moles, ground squirrels, rodents and gophers, such baits shall be placed so as not to create a hazard to persons or pets. Any property damage, health hazards and environmental impacts resulting from the use of such pesticides shall be the responsibility of Kirkland.

III. Hard Surfaces: The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).



Undesired vegetation in sidewalks, curbs and other hard surfaces may be removed by use of herbicides. In no case shall any pre or post emergent herbicides with residual characteristics (e.g. Casoron) be used in these areas.

IV. Other Services:

- a) The Park shall be opened daily no later than 8:00 am. Opening the Park shall include unlocking and opening the gates to the west (paved) and east (gravel) parking lots and unlocking the bathrooms and shower areas.
- b) Litter shall be collected, trash cans shall be emptied, new liners installed in trashcans, and trash removed from the site on a schedule to be determined by Kirkland. All litter and animal feces shall be removed from turf, bed, and hard surface areas.
- c) Restrooms shall be cleaned on a schedule to be determined by Kirkland. This cleaning shall include supply and replacement of toilet paper, towels, and soap, disinfection and hosing out of the restroom building, and minor unplugging of plumbing as required. Cleaning shall be performed in accordance with all applicable local, state, and federal statutes and standards.
- d) The restrooms shall be winterized by December 1st and de-winterized by March 1st.
- e) Graffiti from restrooms (internal and external), from all structures and parking lots shall be removed within 48 hours of discovery.
- f) Kirkland shall operate a picnic shelter reservation line from 7 am to 3 pm Monday through Friday (except holidays) during the months from April through October. During this time, Kirkland shall post reservations at the shelter once a week.
- g) The picnic and shelter area shall be cleaned at regular intervals. All leaves and litter shall be collected and removed from the shelter area.
- h) Kirkland shall add gravel as needed to the parking lot east of Holmes Point Drive and grade to produce smooth surface. The need for and frequency of this activity shall be determined by Kirkland and the maintenance subcontractor.
- i) Parking Lot Drains should be cleaned and checked monthly and any garbage or debris should be removed from them to allow for proper drainage. Additional drainage work may be included in the annual work program.
- j) Leaves covering turf areas shall be removed from the site or composted. Leaves may be mulched and returned to the turf areas. Leaves within the beds, and on hard surfaces such as paths and parking lots shall be removed from the site or composted.



The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable; otherwise accumulations should be removed from the site or composted.

- k) Windfall branches and debris shall be removed from all developed areas.
- l) An overall, park safety check should be done weekly at each park checking all structures, equipment, fences, benches, etc. at the park for any unsafe conditions.



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Dan Iverson/ 233-0063	Catherine Cornwall/ 684-8725

Legislation Title: AN ORDINANCE related to Orion O. Denny Park; authorizing the Superintendent of Parks and Recreation to enter into an Operation and Maintenance Agreement with the City of Kirkland for Orion O. Denny Park.

Summary of the Legislation:

The proposed Council Bill will authorize an agreement with the City of Kirkland for operation and maintenance of Orion O. Denny Park.

Background: The City owns O.O. Denny Park, located in the City of Kirkland. Seattle's ownership of a park in Kirkland stems from the pioneering Denny family. Orion Denny, the son of Seattle pioneer Arthur Denny, bought 46 acres on the east side of Lake Washington for a country estate. After Mr. Denny died, his wife willed the property to the City of Seattle to be a public park. The park first opened in 1922 and was used for many years as a summer camp for City children.

King County operated and maintained the park at an annual cost of approximately \$5,000 to \$10,000. Due to budget constraints, the County discontinued this funding in January 2001 and the park was left untended. On November 7, 2002, voters within the Finn Hill neighborhood approved Proposition No. 1, creating the Finn Hill Park and Recreation District (FHPRD), a metropolitan parks district created to fund operation and maintenance of O.O. Denny Park. In 2012, the City of Kirkland annexed the Finn Hill neighborhood, including the park, and with the passage of Proposition No. 2, on November 6, 2012 funding was authorized for Kirkland to operate and maintain the O.O. Denny Park.

The Department of Parks and Recreation (DPR) wishes to ensure the continued operation of the park by Kirkland, as DPR had previously done with the FHPRD. The proposed agreement:

- Assigns all on-going maintenance and operations costs to Kirkland;
- Establishes maintenance standards; and
- Sets a five-year term for the agreement, allowing either party to opt out with prior notice, and providing for annual renewals after the initial five-year term.

As with other properties the City owns but does not operate, the City retains responsibility for major capital improvements and major repairs. Because the majority of O.O. Denny Park is forest land and open space, with one picnic shelter and one comfort station, it is not anticipated



that there will be significant major maintenance requirements. The most recent example of Seattle improving the park was a 2001 reimbursement of \$2,000 to a neighborhood group for installation of an information kiosk. The proposed agreement caps the City's major capital improvements and major repair responsibilities, should they arise, at \$5,000 per year in each category.

Please check one of the following:

This legislation does not have any financial implications.

This legislation has financial implications.

Other Implications:

- a) **Does the legislation have indirect financial implications, or long-term implications?**
Annual operating and maintenance costs are solely funded by Kirkland and implemented through the proposed agreement with the City. DPR will not incur or be obligated for any ongoing expenditures as a result of this legislation.
- b) **What is the financial cost of not implementing the legislation?**
The City would could either operate and maintain the park itself, which historically has not been funded by the City, or close the park.
- c) **Does this legislation affect any departments besides the originating department?**
No.
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** There are none.
- e) **Is a public hearing required for this legislation?** No.
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?** No.
- g) **Does this legislation affect a piece of property?** Yes.
- h) **Other Issues:** None

List attachments to the fiscal note below:

Attachment A: Map of O.O. Denny Park



Attachment A: Map of O.O. Denny Park in the City of Kirkland





City of Seattle
Office of the Mayor

January 21, 2014

Honorable Tim Burgess
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Burgess:

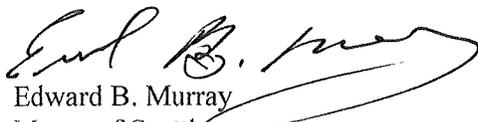
I am pleased to transmit the attached proposed Council Bill which authorizes the Superintendent of Parks and Recreation to enter into an agreement with the City of Kirkland for the operation and maintenance of O.O. Denny Park, owned by the City of Seattle, but located in the City of Kirkland. The proposed agreement with Kirkland replaces a previous maintenance agreement between the City and the Finn Hill Park and Recreation District (FHPRD).

Seattle's ownership of a park in Kirkland stems from the pioneering Denny family. Orion Denny, the son of Seattle pioneer Arthur Denny, bought 46 acres on the east side of Lake Washington for a country estate. After Orion Denny died, his wife willed the property to the City of Seattle for a public park. The park first opened in 1922 and hosted summer camps for City youth through the 1940's.

Through an agreement with Seattle, King County maintained O.O. Denny Park for many years. In 2001, the County experienced budget constraints and was unable to continue funding operations and maintenance of the park. To keep the park open, in 2002, Finn Hill voters created the FHPRD, a metropolitan parks district, which levied a tax to pay for operating and maintaining O.O. Denny Park. The FHPRD continued to maintain the park until 2013 when the Finn Hill neighborhood, including the park, was annexed to the City of Kirkland. Kirkland has agreed to assume responsibility to operate and maintain the park, at no cost to the City of Seattle; therefore, a new agreement between the Department of Parks and Recreation and the City of Kirkland is needed to replace the previous agreement with the FHPRD.

Approval of this legislation will ensure continued maintenance and operation of O.O. Denny Park at no cost to the City of Seattle. Thank you for your consideration of this legislation. Should you have questions, please contact Charles Ng at 684-8001.

Sincerely,


Edward B. Murray
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Edward B. Murray, Mayor
Office of the Mayor
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PO Box 94749
Seattle, WA 98124-4749

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TDD (206) 615-0476
edward.murray@seattle.gov



STATE OF WASHINGTON -- KING COUNTY

--SS.

309435
CITY OF SEATTLE, CLERKS OFFICE

No.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124436-40 TITLE ONLY

was published on

04/02/14

The amount of the fee charged for the foregoing publication is the sum of \$89.70 which amount has been paid in full.



Affidavit of Publication

Subscribed and sworn to before me on

04/02/2014

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on March 10, 2014, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 124436

AN ORDINANCE relating to the University Heights Center for the Community Association, authorizing the execution of amendments to both the Agency Service Agreement and Restrictive Covenant established by City Council Ordinance 123016 adopted on June 24th, 2009 changing and aligning the use requirements for the University Heights Center set forth in both documents.

ORDINANCE NO. 124437

AN ORDINANCE relating to land use and zoning, extending the effect of interim development regulations previously extended by Ordinance 124269 to prohibit incompatible buildings on undersized single-family-zoned lots, and declaring an emergency requiring a three-fourths vote of the City Council so that the ordinance may take effect immediately.

ORDINANCE NO. 124438

AN ORDINANCE relating to security from terrorism; authorizing the City to partner with the State of Washington and King County to receive financial assistance from the Department of Homeland Security (DHS), Office for State and Local Government Coordination and Preparedness under the Urban Areas Security Initiative Grant for Federal Fiscal Year 2012; authorizing an application for allocation of funds under that agreement; amending the 2014 Adopted Budget Ordinance 124349 by increasing appropriations to the Seattle Police Department and Seattle Fire Department and accepting revenues; and, ratifying and confirming prior acts, all by a three-fourths vote of the City Council.

ORDINANCE NO. 124439

AN ORDINANCE related to Orion O. Denny Park; authorizing the Superintendent of Parks and Recreation to enter into an operation and maintenance agreement with the City of Kirkland for Orion O. Denny Park.

ORDINANCE NO. 124440

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Date of publication in the Seattle Daily Journal of Commerce, April 2, 2014.

4/2(309436)