

December 19, 1991
91-874chpark.hdm

Introduced by: NICKELS

Proposed No.: 91-874

MOTION NO. 8470

1
2 A MOTION authorizing an intergovernmental
3 agreement among the City of Seattle, King
4 County and the Municipality of
5 Metropolitan Seattle (METRO) regarding
6 the renovation and maintenance of City
7 Hall Park and presentation of public
8 programs in the Park.

9 WHEREAS, City Hall Park is located immediately south of
10 the King County Courthouse, and

11 WHEREAS, Metro has acknowledged its commitment to the City
12 of Seattle regarding its willingness and intent to have the
13 park facilities restored after having used the park as a
14 staging facility in the construction of the Metro Bus Tunnel,
15 and

16 WHEREAS, the renovation and improvement of the park will
17 be a benefit to the county as a significant, open, public space
18 complementing and serving as the future "front door" to the
19 King County Courthouse, and will invite and enhance the use of
20 the park by King County employees and the general public, and

21 WHEREAS, the City of Seattle, through the department of
22 Parks and Recreation (DOPAR), has developed a proposed design
23 for the renovation and improvement of the Park and has given it
24 to METRO for implementation, and

25 WHEREAS, the proposed design for improvements to the park
26 has been reviewed by staffs of the City council, King County
27 Council, King County Executive, Seattle Design Commission, King
28 County Landmarks Commission and Seattle Pioneer Square
29 Preservation Board, and

30 WHEREAS, the City of Seattle's DOPAR estimate the cost of
31 the renovation and improvement of the Park at \$361,216, which
32 has been verified by Metro, and

33 WHEREAS, the county will be responsible for the internal
34 costs borne by respective staff and departments in completing
35 this project, and

1 WHEREAS, upon completion of the project, King County will
 2 assume responsibility for improving the south side of the King
 3 County Courthouse adjacent to the Jefferson Street right-of-way
 4 and the park, and for providing, sponsoring or otherwise
 5 facilitating regular and frequent presentation of programs and
 6 activities in the park, and

7 WHEREAS, pursuant to R.C.W. 39.34 the Interlocal
 8 Cooperation Act, the parties are authorized to enter into an
 9 agreement for cooperative action;

10 NOW, THEREFORE BE IT MOVED by the Council of King County:

11 A. The county executive is authorized to enter into an
 12 intergovernmental agreement in substantially the form attached
 13 for the renovation, improvement and on-going maintenance of
 14 City Hall Park. The executive in negotiation of the final
 15 agreement should seek:

16 1. modification of the design of the redevelopment
 17 project through change order if necessary, to provide greater
 18 security and thus enhance use of the park, a successful example
 19 of this approach is the Casey Foundation Waterfall Garden Park;

20 2. design modifications that would eliminate the alley-
 21 like environment along the south side of the courthouse;

22 3. design modifications to provide for incorporation of
 23 an abandoned Dilling Way into the park; and

24 4. county assumption of project management
 25 responsibility for redevelopment of City Hall Park.

26 B. The executive is ((not authorized to enter into this
 27 agreement until the council has reviewed and approved a revised
 28 agreement which addresses the following issues:)) hereby
 29 directed to seek a conveyance of ownership of the City Hall
 30 Park from the City of Seattle to King County in exchange for
 31 the County's assumption of maintenance responsibility for the
 32 park. As part of this conveyance the executive shall seek the
 33 following:

34 1. the abandonment of Dilling Way and the incorporation
 35 of this area into ((a)) the redeveloped City Hall Park;

1 2. the transfer of ownership, or long term lease, of
2 City Hall Park to the county, this agreement would include
3 assumption, by the county, of all maintenance responsibilities
4 for City Hall Park;

5 (~~3. modification of the design of the redevelopment~~
6 ~~project, to provide greater security and thus enhance use of~~
7 ~~the park, a successful example of this approach is the Casey~~
8 ~~Foundation Waterfall Garden Park.~~)

9 ~~4. county assumption of project management~~
10 ~~responsibility for redevelopment of City Hall Park.))~~

11 The executive is requested to report back to the council
12 by January 30th regarding the progress in resolving these
13 issues.

14 PASSED this 23rd day of December, 1991.

15 KING COUNTY COUNCIL
16 KING COUNTY, WASHINGTON

17 Lois North
18 Chair

19 ATTEST:

20 Gerald A. Peterson
21 Clerk of the Council

INTERGOVERNMENTAL AGREEMENT**REGARDING THE
REDEVELOPMENT AND IMPROVEMENT OF, MAINTENANCE OF,
AND PRESENTATION OF PUBLIC PROGRAMS
IN
CITY HALL PARK**

This Intergovernmental Agreement is entered into by THE CITY OF SEATTLE (hereinafter referred to as the "City"), acting through its Mayor and the Department of Parks & Recreation (hereinafter referred to as the "DOPAR"); by KING COUNTY (hereinafter referred to as the "County"), acting through its County Executive; and by the MUNICIPALITY OF METROPOLITAN SEATTLE (hereinafter referred to as "Metro"), acting through its Executive Director, all pursuant to Ch. 39.34 RCW.

WHEREAS, during the course of construction of Metro's Downtown Seattle Transit Tunnel (hereinafter referred to as the "DSTP"), it became necessary for Metro to secure a utility easement across a portion of certain parts of "City Hall Park" (which is located between Jefferson Street and Dilling Way, and between 3rd and 4th Avenues); and

WHEREAS, during a later phase of the construction of Metro's DSTP, it became necessary for Metro to have access to and use of a portion of City Hall Park as well as a portion of Prefontaine Park and Fountain (which are located north of Yesler Street across 3rd Avenue from City Hall Park) for Metro's contractors for a period of approximately thirty months; and

WHEREAS, by letters dated September 10, 1986, July 22, 1987, and April 9, 1991, Metro staff acknowledged Metro's responsibility for such use, and gave commitments to the City regarding Metro's willingness and intent to have such park facilities restored to an "as good or better than existing condition" consistent with plans therefor approved by the DOPAR and the City's Pioneer Square Preservation Board, following the completion of the DSTP; and

WHEREAS, the presence of a renovated park facility adjacent to an entrance to the Pioneer Square Station of the DSTP, the providing of better, easier, and more secure movement of pedestrians to and from such entrance, and the providing of better access to Metro's TK Building (which is likely to thereby increase its use and value), will be of benefit to Metro; and

WHEREAS, the renovation and improvement of City Hall Park will be of benefit to the County because such park is located immediately south of the County's Court House and has potential for serving as the future "front door" to the County's Court House; and

WHEREAS, the renovation and improvement of City Hall Park will be of benefit to the City because that facility is a significant, open, public space in Downtown Seattle; and

WHEREAS, the City, through its DOPAR, has developed a proposed design for the renovation and improvement of City Hall Park and has provided the same, together with DOPAR standard specifications for irrigation, landscaping, and park furniture, to Metro for implementation, which plans are attached hereto labeled "Exhibit 2"; and

WHEREAS, the proposed design for improvements to City Hall Park has been reviewed by members of the City Council, King County Council, Seattle Design Commission, King County Preservation Board and Seattle Pioneer Square Preservation Board staffs; and

WHEREAS, the City's DOPAR has provided to Metro a construction cost estimate for the renovation and improvement of City Hall Park in the amount of \$361,216 (attached as Exhibit 1), which cost estimate has been reviewed by Metro and verified; and

WHEREAS, the parties to this Agreement recognize that the cost estimate provided by the City to Metro is based upon the current design for City Hall Park and that changes in that design may increase or decrease the cost of the renovation and improvement;

NOW, THEREFORE, the parties hereto agree as follows:

1. Within fourteen months after its execution of this Agreement and receipt of the DOPAR plans and specifications for the renovation and improvement of City Hall Park, Metro shall undertake and complete the restoration and improvement of City Hall Park consistent with such plans and specifications, which generally call for replacing the irrigation system, top soil and grass; constructing new concrete walkways; constructing berms with seating walls and brick and wrought iron fence detailing to match Prefontaine Place Park; and adding new "Pioneer Square-style" lighting.
2. Following the renovation and improvement of City Hall Park by Metro, the County shall:
 - a. Improve the south side of the King County Court House adjacent to the Jefferson Street right-of-way. Make improvements to the area to make it more attractive. Add additional lighting.
 - b. Provide, sponsor, or otherwise facilitate the regular and frequent presentation of programs and activities in City Hall Park such as concerts and arts events, special activities, and other programs to provide active use of the park; and provide whatever storage is required to facilitate the regular occurrence of such programs and activities.
3. Metro will secure funding for construction and administrative costs associated with completing improvements to City Hall Park. Administrative costs generally include completion of the design drawings and specifications, bid documents and boiler plate bidding, and award with construction management through completion of the improvements. These costs are estimated at \$400,000.

4. "In reviewing plans submitted to it by DOPAR and executing this Agreement, the County assumes no liability or responsibility for nor does it release the City or Metro from any liability or responsibility which arises from or is related to the City's ownership and administration of City Hall Park or Metro's construction and administrative costs arising from improvements to City Hall Park."
5. The county assumes no obligation for financial support of the activities described herein, except as expressly set forth in this agreement. To the extent permitted by law, Metro shall protect, defend, indemnify and save harmless the County, its elected and appointed officials and employees from and against any and all claims, costs, judgments or awards of damages arising from improvements to City Hall Park and any contracts executed by Metro to accomplish the same."
6. The City, County, and Metro will be responsible for the internal costs accumulated by their respective staffs and departments in completing this project.
7. Following the renovation and improvement of City Hall Park by Metro, the City shall:
 - a. Provide, through DOPAR, periodic and long-term maintenance services for City Hall Park, around Prefontaine Place Park, and at the entrance to the Pioneer Square Station of the DSTP, all to the quality and at the frequency standard provided through DOPAR at Pioneer Square; and
 - b. Offer, through DOPAR, one or more food and beverage concessionaires the opportunity to engage in food and beverage service business activity in City Hall Park through such facilities as fast food and espresso coffee carts with the proceeds deposited into the DOPAR Fund; and
 - c. Provide, through its Police Department, an increased police presence and security in the general vicinity of such parks and the DSTP tunnel entrances.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by having their authorized representatives affix their signatures in the spaces below:

SIGNED:

King County

By: _____ Date: _____
Tim Hill, County Executive

Municipality of Metropolitan Seattle

By: _____ Date: _____
Richard K. Sandaas, Executive Director

The City of Seattle

By: _____ Date: _____
Norman B. Rice, Mayor

IN-KIND RESTORATION

SECURITY/TRAFFIC/PED

DEMOLITION
LANDSCAPING

2,500
6,050

Seeded lawn 21,120 sf @ .40 sf
Irrigation 21,120 sf @ .65 sf
connection LS

8,448
13,730

Shrubs/Trees

1,000

Finish Grading

7,920

Replace Planting Soil

1,700

FURNITURE

2,000

Replace Picnic Tables & Benches

28,500

Relocate Flag Pole

10,000

Replace Waste Receptacles

6,400

Relocate Rock

2,000

PAVING

Scored Concrete w/ Base

52,100

13125 sf

Excavation

4,860

Subtotal]
147,208

CONSTRUCTION STAGING &
EASEMENT 2-YEAR VALUE

CONCRETE WALLS w/ DRAINAGE

Type A

4,800

Type B

5,250

CONCRETE STAIRS

12,600

FURNITURE

Benches & Tables to plan add

500

PAVING

Brick areas add

15,000

Subtotal

38,150

185,358

LIGHTING

4 Triple Globe

18,000

6 Single Globe

21,000

Subtotal

39,000

224,358

8470

King County
Department of
Executive Administration
Jesus Sanchez, Director
400 King County Courthouse
516 Third Avenue
Seattle, Washington 98104
(206) 296-3824

November 7, 1991

Holly Miller, Director
Seattle Department of Parks and Recreation
City of Seattle
100 Dexter Ave. North
Seattle, WA. 98109-5199

Dear Ms. Miller:

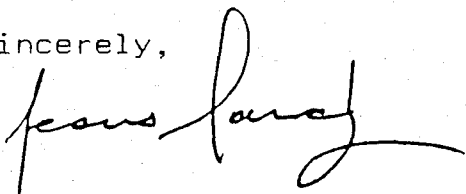
The following defines more specifically King County's responsibility as relates to Section 2 a. of the proposed intergovernmental agreement between the City of Seattle, King County and METRO for the City Hall Park.

Section 2 a. reads as follows: "Improve the south side of the King County Courthouse adjacent to the Jefferson street right-of-way. Make improvements to the area to make it more attractive. Add additional lighting."

As a point of clarification, King County will beautify the area with plantings and/or flowers along the base of the buildings to improve the landscaping to make the area more attractive and continue to keep it clean. King County will also improve the lighting by increasing illumination. Again, this is simply a clarification of Section 2 a.

If you have any questions, please call me at 296-3824.

Sincerely,

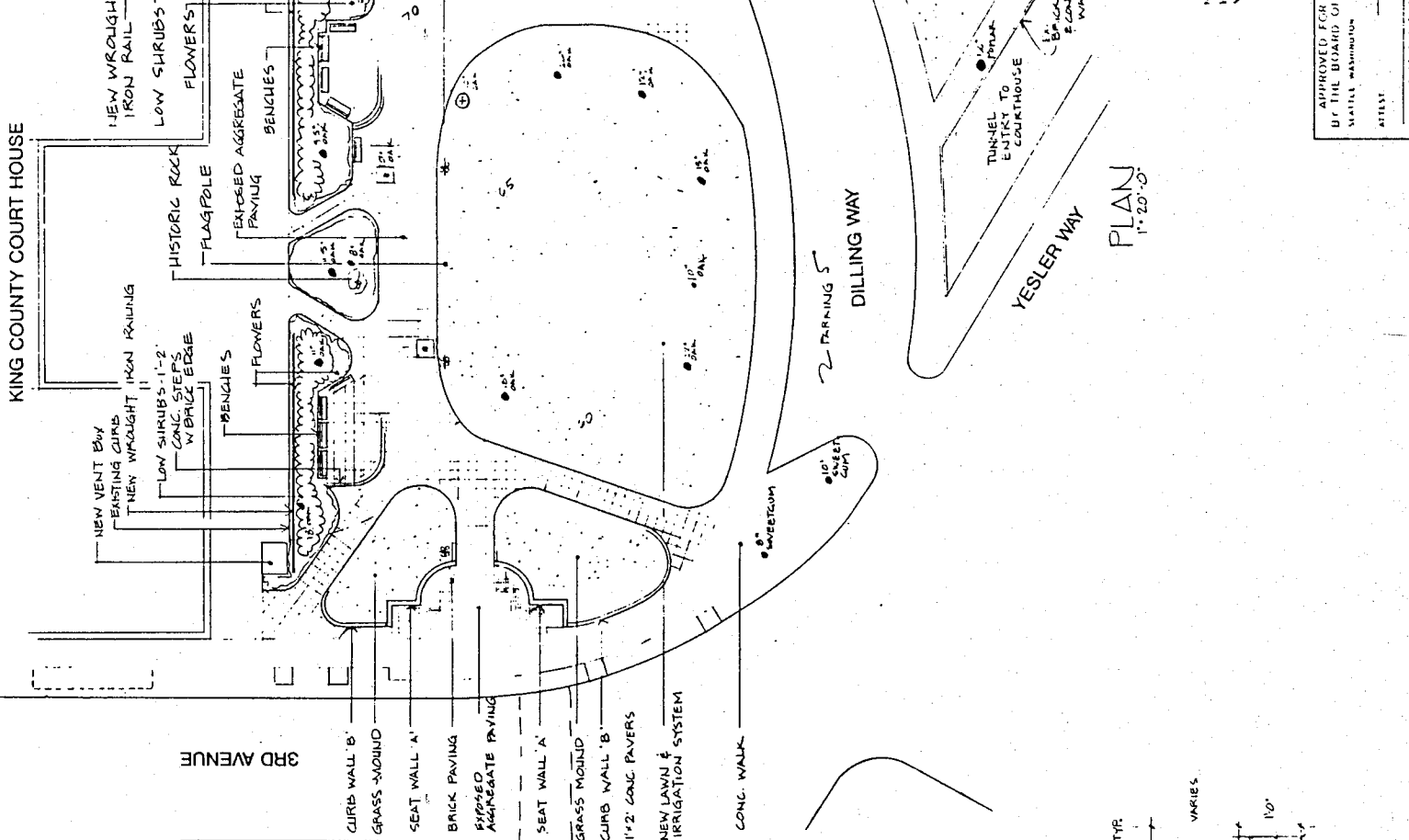


Jesus Sanchez, Director
King County Department of Executive Administration

cc: Pat Steel, Chief Financial Officer
Ben Woo, Manager, Facilities Management
Sharon Wong, Administrative Assistant
Executive Administration



NOTE: 1. ALL OAK & MAPLE TREES ARE TO REMAIN
 2. 5 APPLE TREES & 2 PINE TREES ARE TO BE REMOVED
 3. PAVING SHALL BE DESIGNED TO MINIMIZE DAMAGE TO EXISTING TREE ROOTS, I.E. PAVERS ON SAND & NO CUT AROUND TRUNKS



3RD AVENUE

TRANSIT TUNNEL

PREFONTAINE PLAZA

CURB WALL 'B'

GRASS MOUND

SEAT WALL 'A'

BRICK PAVING

EXPOSED AGGREGATE PAVING

SEAT WALL 'A'

GRASS MOUND

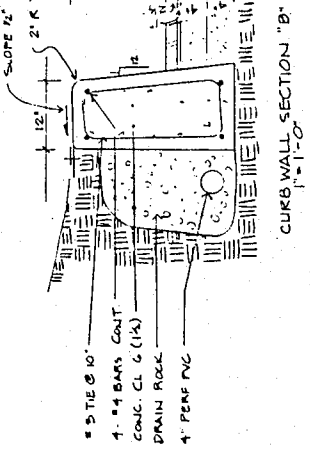
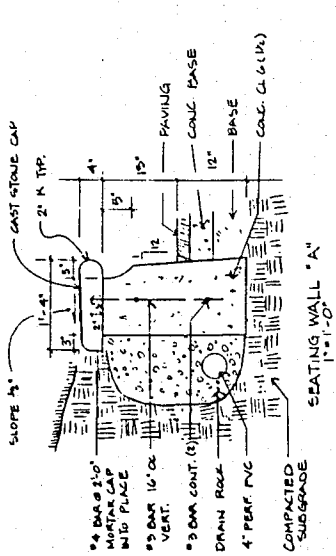
CURB WALL 'B'

1 1/2" CONC. PAVERS

NEW LAWN & IRRIGATION SYSTEM

CONCRETE WALK

CONCRETE CURB



KING COUNTY COURTHOUSE

NEW WROUGHT IRON RAIL
 LOW SHRUBS
 FLOWERS

HISTORIC ROCK
 FLAGPOLE

EXPOSED AGGREGATE PAVING
 BENCHES

NEW WROUGHT IRON RAILING
 NEW WENT BAY
 EXISTING CURB

LOW SHRUBS - 1'-2"
 CONC. STEPS
 W/ BRICK EDGE
 BENCHES
 FLOWERS

DILLING WAY

YESLER WAY

PLAN
 1" = 20'-0"

APPROVED FOR
 BY THE BOARD OF
 HEALTH, WASHINGTON
 ATTEST