



INTRLOC\_00      KC LIBRARY SYSTEM (KCLS)

File Location

Vendor Name

**Document Type:**      Interlocal                  New

**Vendor Name:**      KC LIBRARY SYSTEM (KCLS)

**PO# Location:**      INTRLOC-000

**Effect Date:**        7/18/2011

**Term Date:**         12/31/2016

**CR#:**                  47979

**Related CR#:**        47978

**Ordinance:**         \_\_\_\_\_

**Resolution:**        8262

**Leg Date:**          7/18/2011

**Vendor #:**          140590

**Description:**        LICENSE AGREEMENT RE ASHWOOD PARK  
NO PO ISSUED

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

KC LIBRARY SYSTEM  
12/31/2016

**Notes:**

**INTRLOC\_00**  
 INTERLOCAL AGREEMENTS  
 12/31/2009  
  
 \$00176854

City of Bellevue  
Civic Services  
Attn: Gwynne Johnson  
P.O. Box 90012  
Bellevue, WA 98009-9012

CR# 47979 Date 10-3-11 Loc INTBLDC-00  
LICENSE Res 8262

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Licensor: City of Bellevue  
Licensee: King County Rural Library District, dba King County Library System  
Abbreviated Legal: Lot 1, COB SP No. CSPSE 91-8203, Rec. No. 9201249001; Ptn. SE ¼ 29-25-05  
Assessors Tax ID#: 714580-0005

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For and in consideration of the mutual covenants contained herein, The City of Bellevue, a municipal corporation of the State of Washington, ("Licensor" herein), hereby grants to the King County Rural Library District, dba King County Library System, a Washington rural library district, ("Licensee" herein), for the purposes hereinafter set forth, a nonexclusive license over, under, along, across, and through a portion of the following described real property ("Property" herein) in King County, Washington:

**Lot 1, City of Bellevue Short Plat No. CSPSE 91-8203, as filed under Recording No. 9201249001, in King County, Washington**

Except as may be otherwise set forth herein, Licensee's rights shall be exercised upon that portion of the Property ("Premises") described in Exhibit A, attached hereto and by this reference incorporated herein.

**1. Purpose:** Licensor hereby grants to Licensee a License for Landscape Use ("License") of a 265' x 45' portion of the Premises ("Landscape Area") as described on Exhibit A for the sole purpose of satisfying a City of Bellevue landscaping requirement in connection with the construction of the Licensee's parking structure at the Bellevue Regional Library, according to application for City of Bellevue Permit No. 10-111559LD.

**2. Maintenance of Landscape Area:** Following completion of construction of the Landscape Area by Licensee, the Licensor agrees to maintain the Landscape Area in

a manner consistent with the balance of the Licensor's property. If Licensee requires or desires additional landscaping or maintenance, it shall be the responsibility of Licensee and at Licensee's sole cost and expense. Any such additional work would require prior written permission from the Licensor, which permission may be withheld for any reason.

**3. No Encumbrance:** Licensee shall not encumber the Licensor's property with any debt secured by deeds of trust or security agreements, liens and/or other charges. The Licensor shall have no responsibility for payment of any of the foregoing.

**4. Restoration:** Licensee understands that no further work, use, improvements or alterations shall be made to Licensor's property or the Premises, without written approval from the Licensor.

**5. Licensor's Use of Premises:** Licensor reserves the right to use the Premises for any purpose not inconsistent with the rights herein granted. This provision does not impair any rights or obligations set forth in any other provision of this License Agreement, including the right of the Licensor to terminate this License pursuant to Section 8 herein.

**6. Non-exclusive Rights.** This License shall not be deemed or construed to be an exclusive right. It does not prohibit the Licensor from granting any other Easements to other public or private entities that do not materially interfere with Licensor's use of the property.

**7. Indemnification and Hold Harmless:** To the extent permitted by law, Licensee does hereby agree to protect, defend, indemnify and hold the Licensor harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Licensor in defense thereof, resulting or arising directly or indirectly on account of or out of negligent acts or omissions of the Licensee or its agents, employees or contractors in the exercise of the rights granted herein; provided, however, this paragraph does not obligate Licensee to indemnify the Licensor against liability for damages arising out of bodily injury to persons or damage to property to the extent caused by or to the extent resulting from the negligence of the Licensor or the Licensor's agents, or employees. When a claim is caused by the joint or concurrent negligence of Licensor and Licensee, the obligations of Licensee to protect, defend, indemnify and hold Licensor harmless shall be limited to its allocable share of such joint or concurrent negligence. The provisions of this Section 7 are for the sole benefit of Licensor and Licensee and shall not inure to the benefit of any third party.

**8. Term:** This License shall commence on the date executed and continue for a term of not less than five (5) years from the Commencement Date, and continue until License is terminated. Following the initial five (5) year term, this License may be terminated by Licensor at any time by providing 90 days written notice to Licensee. Upon written termination of License, this License shall absolutely cease.

9. **Special Conditions:** Except as set forth in this License, Licensee shall not construct or maintain any buildings, structures, vehicles or other objects on the Premises. Licensor may set additional terms as unforeseen conditions warrant with reasonable written notification given to Licensee. Terms of this License may be amended by written agreement between the parties hereto.

10. **Status of Contractors:** Any contractors performing work within the Landscape Area or entering the Premises on behalf of Licensee shall be deemed agents of Licensee for purposes of this License.

11. **License Fee:** In lieu of monetary consideration to the Licensor for the use of the Landscape Area, Licensee shall provide certain improvements as described in Special Use Agreement, dated 10/3/ 2011, and including, but not limited to, items outlined in City of Bellevue Permit No. 10-111559 LD.

12. **Memorandum of Termination of License for Landscape Use:** Upon termination of the License, either party may prepare and record with King County a "Memorandum of Termination of License for Landscape Use".

DATED this 3<sup>rd</sup> day of October, 2011.

*(Signatures on next page)*

LICENSOR:

**CITY OF BELLEVUE**

LICENSEE:

**KING COUNTY RURAL LIBRARY  
DISTRICT, dba KING COUNTY  
LIBRARY SYSTEM, a Washington rural  
library district.**

By: *Brian Mungke*

By: *Bill Paul*

Its: *Deputy City Mgr*

Its: *Director*

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that Brad Miyake signed this instrument and, on oath, stated that he was authorized to execute the instrument and acknowledged it as the Security City Manager of the City of Bellevue to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3<sup>rd</sup> day of October, 2011.

(SEAL)



Michael Tornow  
Notary Public  
My appointment expires: 5-9-15

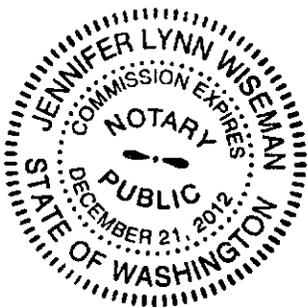
STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that BILL DITACEK Signed this instrument and, on oath, state that he/she was authorized to execute the instrument and acknowledged it as the DIRECTOR of King County Rural Library District, dba King County Library System, a Washington rural library district, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11<sup>TH</sup> day of July, 2011.

(SEAL)



JLW  
Notary Public  
My appointment expires: 12/21/2012

**EXHIBIT A**

**LANDSCAPE USE AREA**

10820 NE 10<sup>TH</sup> STREET

That portion of Lot 1 of the Bellevue Short Plat #CSPSE 91-8203, recorded in Volume 85 of Surveys, Pages 42-42A, Records of King County, described as follows:

Commencing at the Northwest corner of said Lot 1 thence S88°17'14"E along the North line of said Lot 1 a distance of 456.87 feet to the Point of Beginning, being a point on a curve to the right the center of which bears S57°17'43"W a distance of 34.50 feet;

Thence Southerly along said curve through a central angle of 24°10'29" an arc distance of 14.56 feet to a point on the Westerly Right of Way of 110<sup>th</sup> Avenue Northeast;

Thence S01°14'11"W along said Right of Way, a distance of 31.64 feet;

Thence N88°17'14"W along the boundary of said Lot 1, a distance of 265.76 feet;

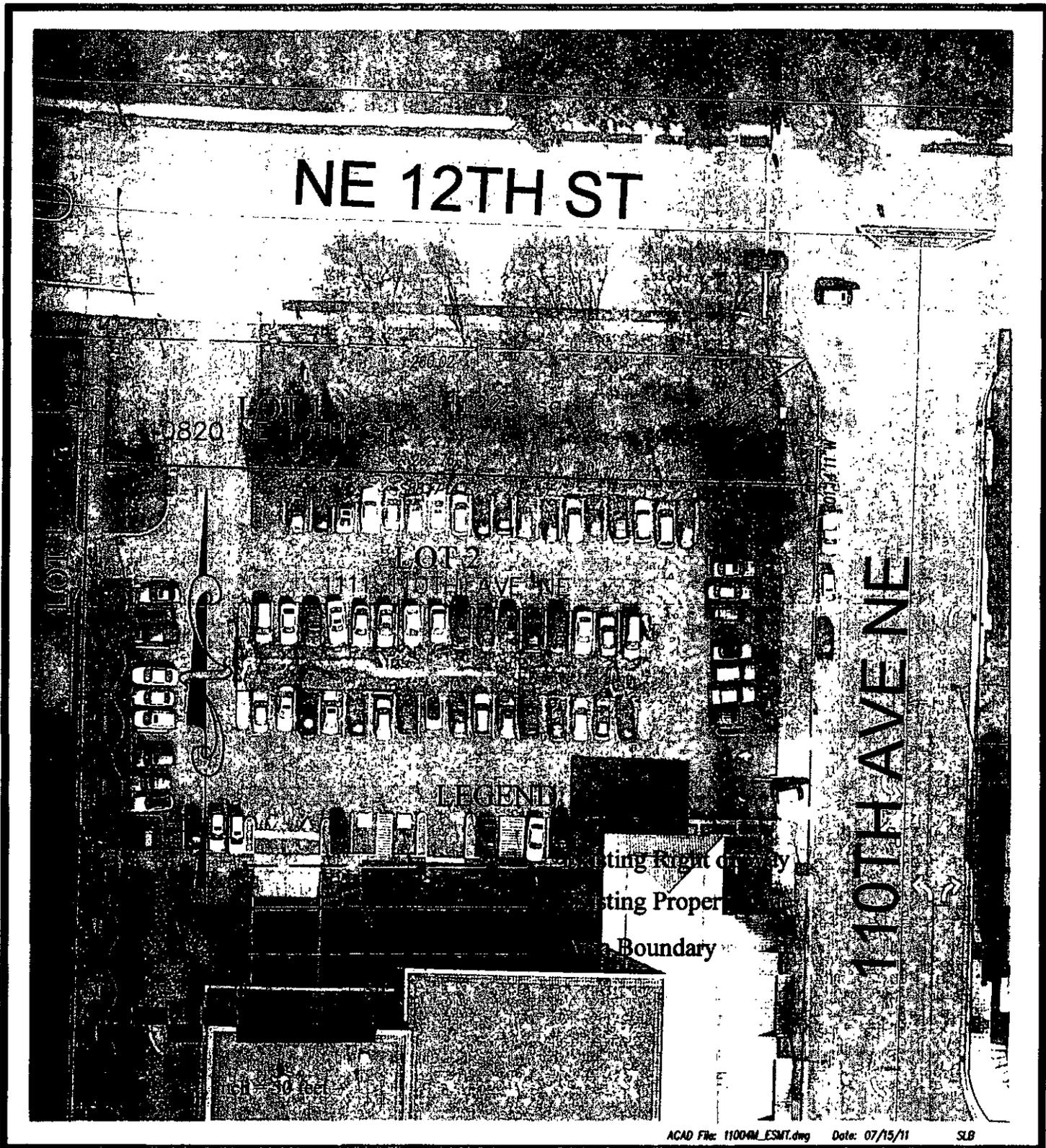
Thence N01°42'46"E, a distance of 45.01 feet to the North line of said Lot 1;

Thence S88°17'14"E along said line a distance of 260.02 feet to the Point of Beginning.

Containing 11,925 square feet.

11004M\_ESMT.docx  
SLB/07-15-2011





**EXHIBIT MAP**

**ASHWOOD PARK LANDSCAPE USE AREA**

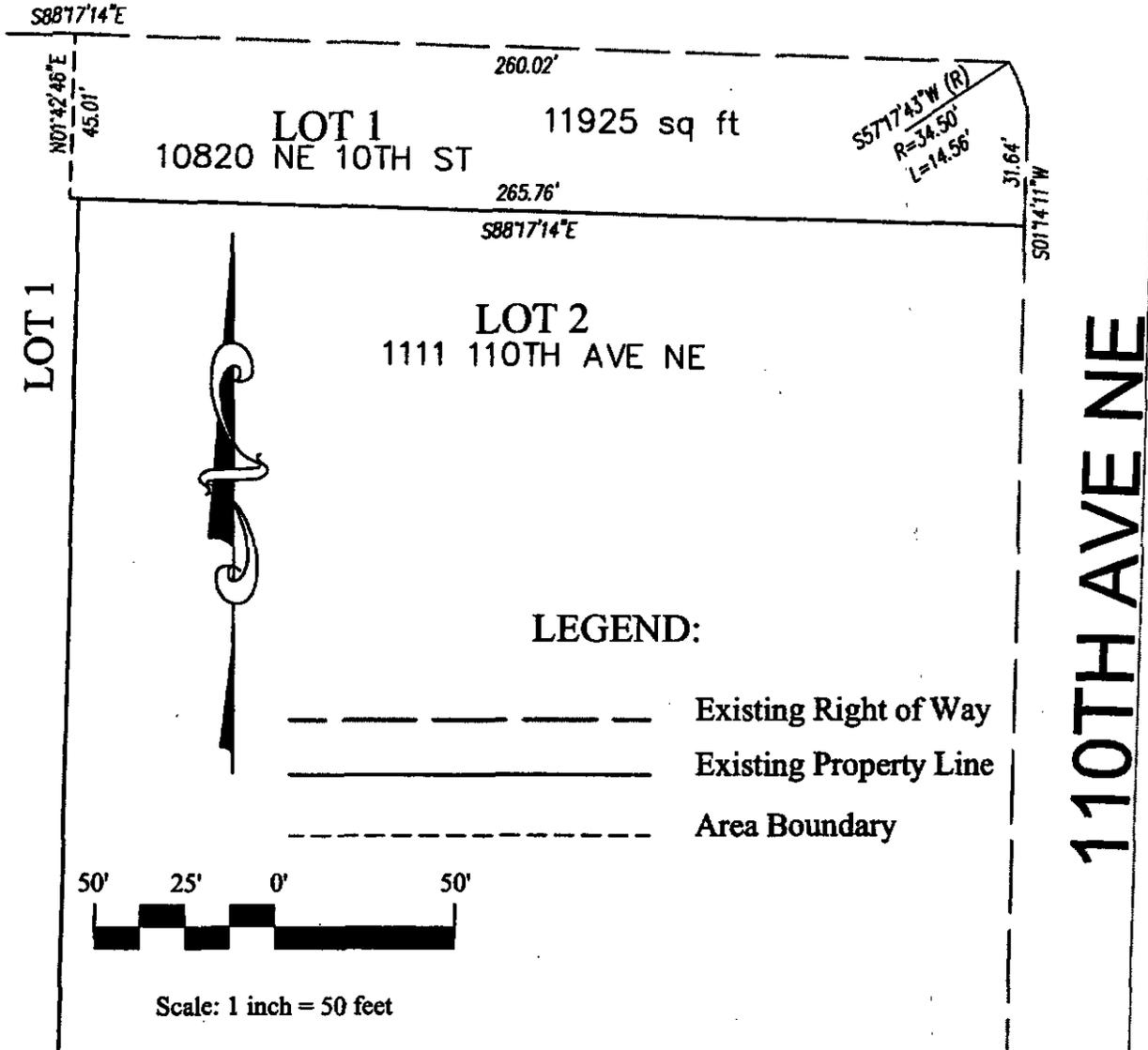
**SE1/4 Section 29, T.25 N., R.05 E., W.M.  
King County, Washington**



**City of  
Bellevue**

**Civic Services Department**

# NE 12TH ST



ACAD File: 11004M\_ESMT.dwg Date: 07/15/11 SLB

## EXHIBIT MAP

ASHWOOD PARK LANDSCAPE USE AREA

SE1/4 Section 29, T.25 N., R.05 E., W.M.  
King County, Washington



# City of Bellevue

Civic Services Department

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/01/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kibble & Prentice, a USI Co CL 601 Union Street, Suite 1000 Seattle, WA 98101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 206 441-6300      FAX (A/C, No): 610-362-8530	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #:	
<b>INSURED</b> King County Rural Library District dba King County Library System 960 Newport Way NW Issaquah, WA 98027	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	INSURER A: Liberty Surplus Insurance Corp      10725	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

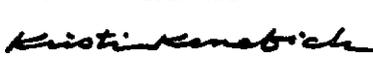
**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Legal Liab \$5000 ded		TVESF104179111	09/10/2011	09/10/2012	\$1,000,000 occurrence \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Special Use Agreement Permit Number 10-111559 LD The Ashwood property  
 City of Bellevue, its officials, employees and volunteers are additional insureds.  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  City of Bellevue Parks & Community Services Dept Attn: Lorrie Peterson PO Box 90012 Bellevue, WA 98009-9012	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**ACORD****EVIDENCE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY)

08/30/2011

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Kibble & Prentice, a USI Co CL 601 Union Street, Suite 1000 Seattle, WA 98101	PHONE (A/C, No, Ext):	COMPANY Affiliated FM Insurance Company P.O. Box 7500 Johnston, RI 02919
FAX (A/C, No): 0-3 62--8530	E-MAIL ADDRESS: kristin.kenefick@kpc.com.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: 580530		LOAN NUMBER N/A
INSURED King County Rural Library District dba King County Library System 960 Newport Way NW Issaquah, WA 98027		POLICY NUMBER TT868
	EFFECTIVE DATE 05/01/11	EXPIRATION DATE 05/01/12
		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
	THIS REPLACES PRIOR EVIDENCE DATED:	

**PROPERTY INFORMATION**

LOCATION/DESCRIPTION  
1111 110th Ave NE, Bellevue, WA 98004  
Bellevue Regional Parking Garage

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk, including Earthquake, Flood, and Boiler & Machinery		
Policy Loss Limit	\$200,000,000	\$5,000
Sub-Limit for Earthquake	\$100,000,000	3%
Sub-Limit for Flood	\$100,000,000	\$100,000
Transit	\$250,000	\$5,000

**REMARKS (Including Special Conditions)**

Note: The contract amount for this project is \$7,400,000

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*\* DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**ADDITIONAL INTEREST**

NAME AND ADDRESS City of Bellevue Parks & Community Services Dept Attn Lorrie Peterson, Parks Program Mgr P.O. Box 90012 Bellevue, WA 98009-9012	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Kristin Kenefick</i>	

Washington State Department of  
Labor and Industries



Employer Liability  
Certificate

**Department of Labor and Industries**

**Employer Liability Certificate**

Date: 08/30/2011

UBI #: 578 053 998

Business Name: KING COUNTY LIBRARY SYSTEM

Legal Business Name: KING COUNTY RURAL LIBRARY DIST

Account #: 332,321-00

'Doing Business As' Name: KING COUNTY LIBRARY SYSTEM

Estimated Workers Reported: Quarter 2 of Year 2011 "Greater than 100 Workers"  
(See Description Below)

Workers' Comp Premium Status: Account is current. Firm has voluntarily reported and paid their premiums.

Licensed Contractor? No

Account Representative: T4 / ROSEANN COLLINS (360)902-5135 - Email:  
CORP235@lni.wa.gov

**What does "Estimated Workers Reported" mean?**

Estimated workers reported represents the number of full time position requiring at least 480 hours of work per calendar quarter. A single 480 hour position may be filled by one person, or several part time workers.

**Industrial Insurance Information**

Employers report and pay premiums each quarter based on hours of employee work already performed, and are liable for premiums found later to be due. Industrial insurance accounts have no policy periods, cancellation dates, limitations of coverage or waiver of subrogation (See RCW 51.12.050 and 51.16.190).

# City of Bellevue Public Agency Security Agreement

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<b>Special Use Agreement</b>	<u>City of Bellevue Resolution No. 8262</u>
<b>Project Title</b>	<u>Bellevue Library Parking Garage</u>
<b>Permit No.</b>	<u>10-111559 LD</u>
<b>Site Location</b>	<u>1111 110<sup>th</sup> Avenue NE, Bellevue, WA 98004</u>
<b>Applicant</b>	<u>King County Library System</u>

WHEREAS, the City of Bellevue (City) and the Applicant for the above-named project have entered into a Special Use Agreement (SUA), authorized by the Bellevue City Council by Resolution No. 8262 incorporated herein by reference; and

WHEREAS, the SUA authorizes the Applicant to use portions of Ashwood Park to construct the Project; and

WHEREAS, the SUA requires the Applicant to construct certain improvements and/or perform specific conditions to Ashwood Park; and

WHEREAS, Section 19 of the SUA requires the Applicant to furnish a Public Agency Security Agreement in lieu of a Surety Bond, covering faithful performance of the SUA and payment of all obligations arising under the SUA; and

WHEREAS, this Agreement is intended to satisfy and clarify procedures for and consequences of the Applicants' failure to comply with the specific requirements and conditions of the SUA and Permit No.10-111559 LD for the Project, and the City agrees to accept this Agreement as satisfying the requirements of the SUA for a Public Agency Security Agreement ; now, therefore, it is hereby

**AGREED as follows:**

1. The Applicant shall be responsible for the payment of all its obligations arising under the SUA, including but not limited to proper construction, maintenance, timely removal of equipment, and restoration.
  2. The Applicant guarantees to pay any and all tax liability of any type, kind, nature or description incurred by the City as a direct result of Applicant's performance of the SUA.
  3. Upon receiving notification from the City that the conditions of the SUA have not been implemented or have otherwise failed, the Applicant shall undertake and complete any corrective or remedial work identified by the City.
  4. The Applicant shall perform reasonable corrective or remedial work within any reasonable time period required by the City as set forth in its notification.
  5. An informal conference may be conducted at any time at the request of the City or the Applicant for the purposes of improving communications between concerned parties, and providing a forum for the efficient resolution of any claimed violation of the SUA. As a result of information developed at the conference, the City may affirm, modify or revoke the notification.
  6. If the Applicant and the City are unable to resolve outstanding issues, the City shall invoke the prescribed notice and enforcement process contained in Chapter 1.18 of the Bellevue City Code. The obligations of the Applicant under this Agreement shall not be discharged and shall remain in effect in the event of any extension of time for the Applicant's performance of any or all of the improvements identified in the SUA.
  7. The rights and obligations of the City under the Agreement may be transferred to any successor jurisdiction without notice to the Applicant.
  8. This Agreement shall remain in full force and effect until completion of the Project and acceptance by the City of the work to be performed under the SUA.
-

**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kibble & Prentice, a USI Co PR 601 Union Street, Suite 1000 Seattle, WA 98101	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 206 441-6300      FAX (A/C, No): 610-362-8530 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Indemnity Co of Ameri</td> <td></td> <td>25666</td> </tr> <tr> <td>INSURER B : Navigators Insurance Company</td> <td></td> <td>42307</td> </tr> <tr> <td>INSURER C : Travelers Indemnity Co. of Amer</td> <td></td> <td>25666</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Travelers Indemnity Co of Ameri		25666	INSURER B : Navigators Insurance Company		42307	INSURER C : Travelers Indemnity Co. of Amer		25666	INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C : Travelers Indemnity Co. of Amer		25666																				
INSURER D :																						
INSURER E :																						
INSURER F :																						
<b>INSURED</b> Johnston Architects pllc 100 NE Northlake Way, Suite 200 Seattle, WA 98105																						

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6800534M840	04/24/2011	04/24/2012	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$5,000
						PERSONAL & ADV INJURY \$2,000,000
						GENERAL AGGREGATE \$4,000,000
						PRODUCTS - COMP/OP AGG \$4,000,000
						\$
C	AUTOMOBILE LIABILITY		BA6101L693	11/20/2010	11/20/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS		\$				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6800534M840 (WA Stop Gap)	04/24/2011	04/24/2012	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N				E.L. DISEASE - EA EMPLOYEE \$1,000,000
		N/A				E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		CM10DPL820946NV	11/28/2010	11/28/2011	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Project No.: 08091\_BLG, Project Name:Bellevue Library Parking Garage**  
 The City of Bellevue Parks and Community Services Department is named as an Additional Insured on the  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  City of Bellevue Parks and Community Services Department PO Box 90012 Bellevue, WA 98009-9012	<b>CANCELLATION 10 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Sheri Huntington</i>

**DESCRIPTIONS (Continued from Page 1)**

**General Liability Policy, with respects to operations of the Named Insured.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**ORIGINAL**

2506-RES  
7/13/2011

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8262

A RESOLUTION authorizing execution of a Special Use Agreement and License Agreement with the King County Library Rural Library District, dba King County Library System ("KCLS") for the purpose of 1) allowing KCLS to utilize portions of Ashwood Park for construction staging, access, and parking during construction of a parking structure at the adjacent Bellevue Regional Library; and 2) authorizing KCLS to utilize a 265' x 45' of landscape area within Ashwood Park to satisfy code-required landscaping for a specific term.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

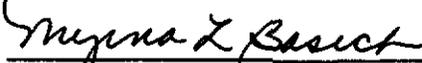
Section 1. The City Manager or his designee is hereby authorized to execute a Special Use Agreement and License Agreement with the King County Library Rural Library District, dba King County Library System ("KCLS") for the purpose of 1) allowing KCLS to utilize portions of Ashwood Park for construction staging, access, and parking during construction of a parking structure at the adjacent Bellevue Regional Library; and 2) authorizing KCLS to utilize a 265' x 45' of landscape area within Ashwood Park to satisfy code-required landscaping for a specific term, a copy of which Special Use Agreement and License Agreement have been given Clerk's Receiving Nos. 47978 and 47979.

Passed by the City Council this 10<sup>th</sup> day of July, 2011, and signed in authentication of its passage this 10<sup>th</sup> day of July, 2011.

(SEAL)

  
Don Davidson, DDS  
Mayor

Attest:

  
Myrna L. Basich, City Clerk

**CITY COUNCIL AGENDA MEMORANDUM**

**SUBJECT**

Resolution No. 8262, authorizing execution of a Special Use Agreement and License Agreement with the King County Library Rural Library District, dba King County Library System ("KCLS") for the purpose of 1) allowing KCLS to utilize portions of Ashwood Park for construction staging, access and parking during construction of a parking structure at the adjacent Bellevue Regional Library; and 2) authorizing KCLS to utilize a 265' x 45' landscape area within Ashwood Park to satisfy code-required landscaping for a specific term.

**FISCAL IMPACT**

In return for the special use, King County Library System (KCLS) would restore park property disturbed during their temporary use, repave the parking lot, and provide landscaping, new sidewalk, and streetscape improvements along the northern portion of park and right-of-way at an estimated value of \$190,000.

**STAFF CONTACTS**

Patrick Foran, Director, x5377  
Glenn Kost, Planning Manager, x5258  
Lorrie Peterson, Program Manager, x4355  
*Parks & Community Services Department*

**POLICY ISSUES**

Property interests extending more than one-year must be approved by Council.

**BACKGROUND & REQUEST**

Parking lot expansion at the Bellevue Regional Library was approved as part of a King County Library System bond issue in 2004. KCLS is currently planning to construct a three-level parking structure on the footprint of the current surface parking lot off of NE 12<sup>th</sup> Street, and hope to start construction later this summer. Their goal is to keep the library open during construction, which is expected to last one year. However construction activities will eliminate their existing surface parking lot and block access to the parking under the building. This lack of parking would prevent the library from remaining open during construction, so KCLS has requested the use of portions of Ashwood Park for access, construction staging and parking during construction. In addition, they are also requesting to satisfy code-required landscape buffering on a 265' X 45' portion of Ashwood Park.

KCLS had originally proposed using a larger portion of the park, including a temporary extension of NE 11<sup>th</sup> Street through the park, to access their underground parking lot. NE 11<sup>th</sup> is a dead-end street currently used to access the two adjacent residential towers (Firenze and Ten20) and the park. At the June 28, 2010 Study Session, the Council endorsed the temporary use of Ashwood Park, urging KCLS to work closely with the neighbors to minimize project impacts.

In subsequent neighborhood meetings, significant concern was expressed about extending NE 11<sup>th</sup> Street through the park during construction, so the original proposal has been modified in

favor of a plan that utilizes a much smaller park footprint, including the existing Ashwood Park parking lot, during construction. The balance of the park would remain open. The Special Use Agreement and a License Agreement will permit KCLS to move forward with construction, while minimizing disruptions to the community.

### **THE PROPOSAL (refer to Exhibit A)**

Under the current proposal, KCLS would close the current vehicle access to the Ashwood Park parking lot, and provide a temporary driveway access directly from NE 12<sup>th</sup> Street. A pedestrian path would connect this parking lot to a temporary pedestrian entry to the west side of the library. The balance of the park would remain open for use. A 265' X 45' strip of Ashwood Park between the library and NE 12<sup>th</sup> Street is currently landscaped and would be utilized during construction for construction staging. KCLS will enter into a License Agreement to utilize that area to satisfy their code-required landscaping for a minimum of five years. Thereafter, the City can terminate this use at any time for future City needs, as long as the landscape requirements are achieved. All construction areas will be fully fenced and signed to insure the safety of the residents, and KCLS is required to provide the standard insurance and indemnification provisions. KCLS is currently out to bid, and hopes to begin construction later this summer. Construction is expected to last approximately one year.

Following construction, all areas of the park disturbed by construction would be restored, and code-required landscaping would be installed in the strip between the library and NE 12<sup>th</sup>. Under the terms of the agreement, KCLS will repave and restripe the Ashwood Park parking lot, landscape the northern portion of the park between the parking lot and NE 12<sup>th</sup> Street, and complete right-of way improvements along NE 12<sup>th</sup> including construction of a new sidewalk.

### **PARK IMPACTS & VALUES**

The major use of Ashwood Park is youth sports, and generally scheduled from April through early November each year. During non-athletic events, the site is used mainly by nearby residents and businesses for walking in the park, and appreciated as one of the few green spaces in downtown Bellevue. When the parking lot is not used to support park activities, it is used as an overflow lot by library patrons. Under the proposed agreement, the parking lot would be used predominantly by library patrons, so the athletic activities would be relocated to alternate sites because of the lack of available parking, mainly to nearby Wilburton, Surrey Downs, and Hidden Valley Parks.

Not including restoration and code-required landscaping, the estimated value of the park-related improvements is \$190,000.

### **MEASURES TO MINIMIZE PARKING IMPACTS**

KCLS, working with permit staff, will implement several measures to minimize disruption, while still allowing the library to remain open during construction.

- Library staff will park off-site;
- A temporary loading zone will be created along 110<sup>th</sup> Avenue NE for material returns;
- Many library programs will be conducted off-site;
- The meeting rooms will not be used;
- Library users will be encouraged to use nearby facilities at Lake Hills, Crossroads, Newport Way, Kirkland and Redmond; and
- Alternative parking options will be identified on the library web site, and the use of carpooling and transit services will be encouraged.

**RECOMMENDATION**

Authorize the execution of the Special Use Agreement and License Agreement permitting KCLS to:

- 1) utilize portions of Ashwood Park for construction staging, access and parking during their construction of a parking structure at the adjacent Bellevue Regional Library, and
- 2) utilize a 265' x 45' landscape strip within Ashwood Park to satisfy their code-required landscaping for a specific term.

In return, KCLS would restore park property damaged during their temporary use, repave the parking lot, and provide landscaping, sidewalk relocation, and streetscape improvements along the northern portion of park and right-of-way. Approval of the agreements will allow the Library and most of the park to remain open during construction, while minimizing disruptions to adjacent neighbors.

**EFFECTIVE DATE**

If adopted by Council, this Resolution will become effective immediately.

**OPTIONS**

- 1. Adopt Resolution No. 8262, authorizing execution of a Special Use Agreement and License Agreement with the King County Library Rural Library District, dba King County Library System ("KCLS") for the purpose of 1) allowing KCLS to utilize portions of Ashwood Park for construction staging, access and parking during construction of a parking structure at the adjacent Bellevue Regional Library; and 2) authorizing KCLS to utilize a 265' x 45' landscape area within Ashwood Park to satisfy code-required landscaping for a specific term.
- 2. Do not adopt Resolution No. 8262, and provide alternative direction to staff.

**RECOMMENDATION**

Adopt Resolution No. 8262, authorizing execution of a Special Use Agreement and License Agreement with the King County Library Rural Library District, dba King County Library System ("KCLS") for the purpose of 1) allowing KCLS to utilize portions of Ashwood Park for construction staging, access and parking during construction of a parking structure at the adjacent Bellevue Regional Library; and 2) authorizing KCLS to utilize a 265' x 45' landscape area within Ashwood Park to satisfy code-required landscaping for a specific term.

**MOTION**

Move to adopt Resolution No. 8262, authorizing execution of a Special Use Agreement and License Agreement with the King County Library Rural Library District, dba King County Library System ("KCLS") for the purpose of 1) allowing KCLS to utilize portions of Ashwood Park for construction staging, access and parking during construction of a parking structure at the adjacent Bellevue Regional Library; and 2) authorizing KCLS to utilize a 265' x 45' landscape area within Ashwood Park to satisfy code-required landscaping for a specific term.

**ATTACHMENTS**

- Project Diagram (Exhibit A)
- Proposed Resolution No. 8262

**AVAILABLE IN COUNCIL OFFICE**

- Special Use Agreement
- License Agreement

# Exhibit A

## Ashwood Park Temporary Use Agreement with KCLS

