

RESOLUTION NO. 418

**A RESOLUTION OF THE CITY OF WOODINVILLE, WASHINGTON
ACCEPTING A DONATION OF A KIOSK FROM THE WOODINVILLE ROTARY
CLUB FOR ROTARY PARK.**

WHEREAS, Revised Code of Washington 35.21.100 allows cities to accept donated money or property by Ordinance; and

WHEREAS, Woodinville Ordinance No. 521 allows acceptance of donations of value greater than \$5,000 by City Council Resolution; and

WHEREAS, the Woodinville Rotary Club has made a generous offer to donate an information kiosk to the City of Woodinville under specific conditions; and

WHEREAS, those conditions are specific in the attached Agreement; and

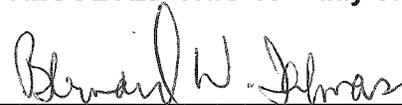
WHEREAS, the City is willing to fulfill the conditions of the Agreement in exchange for the donated kiosk;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF WOODINVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1. Approval of Agreement to Accept Donation. The Woodinville City Council accepts the donation of the kiosk from the Woodinville Rotary Club and approves the Agreement for the donation and acceptance of the kiosk, substantially in the form contained in the attached Agreement.

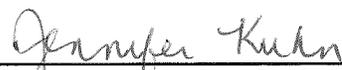
Section 2. Other Actions Authorized. The Woodinville City Council hereby authorizes the City Manager to take other actions necessary to implement this decision and to fulfill the City's obligations contained in the attached Agreement.

RESOLVED THIS 15TH day of May 2012.



Bernard W. Talmas, Mayor

ATTEST/AUTHENTICATED:

By: 

Jennifer Kuhn, CMC, City Clerk

**AGREEMENT BETWEEN
CITY OF WOODINVILLE AND WOODINVILLE ROTARY CLUB
FOR DONATION AND ACCEPTANCE OF A KIOSK**

RECITALS

THIS AGREEMENT ("Agreement"), is made this ____ day of _____, 2012, by and between the City of Woodinville ("the City"), a Washington Municipal Corporation, and the Woodinville Rotary Club ("Donor"), for the purpose of establishing a contractual relationship under which Donor will procure, construct, install and donate, and the City will accept, a Kiosk for display on City property at Rotary Park, located at 19518 136th Ave NE, Woodinville, Washington.

WHEREAS, Donor has received a grant to construct and install a Kiosk and present same to the City as a gift; and

WHEREAS, the City and Donor (collectively "the Parties") desire to formalize their contractual relationship regarding the procurement, construction, installation and transfer of the Kiosk, and to define their respective rights, obligations and liabilities therefore;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. **Donation of Kiosk.** Donor agrees to procure and donate the Kiosk to the City, and the City agrees to accept the Kiosk, according to the terms of this Agreement. Upon acceptance of the Kiosk by the City, the Donor is relieved of any further responsibility for care, maintenance, liability, etc. of the Kiosk.
2. **Specifications of Kiosk.** The Kiosk shall be two-sided, constructed of powder-coated steel and metal roofing, as shown and represented in the drawings included as Exhibit 1, attached to this agreement and herein incorporated. The Kiosk shall include the Donor's logo placed on the face of the Kiosk. The actual size, design, and wording of the Kiosk and materials placed on the signboard of the Kiosk shall be subject to the final approval of the City, whose approval shall not be unreasonably withheld. The Kiosk shall be placed at Rotary Park in the location shown and represented in the attached drawings in Exhibit 1.
3. **Donor's Responsibilities.** Donor shall procure materials, construct, and install the Kiosk at Rotary Park no later than six months after the signing of this agreement. Donor shall be solely and exclusively responsible for contacting, communicating with, and coordinating delivery and construction of the Kiosk. Donor shall be responsible for obtaining all permits required by the Woodinville Municipal Code. Donor shall supply the logo of the Woodinville Rotary Club to be permanently affixed to the Kiosk. Donor shall, with input from the City, supply signage for the Kiosk as directed by the City.
4. **City's Responsibilities.** The City shall accept delivery, receipt and ownership of the Kiosk at a mutually acceptable time and place. The City shall provide content for the fabrication of signs to be placed on the Kiosk. The City shall allow Donor pedestrian and vehicle

access to Rotary Park for purposes of constructing and installing the Kiosk. To the extent reasonably feasible, the City shall be responsible for on-going costs to maintain the Sculpture, PROVIDED, the duration of the installation of the kiosk on City property shall be at the sole discretion of the City. City shall permanently affix its logo to the Kiosk.

5. **Risk of Loss or Damage.** Donor shall be solely responsible and assume all risk of loss or damage to the Kiosk until receipt and acceptance thereof by the City. At the point of acceptance by the City, the Donor will bear no further liability, ownership, or authority regarding the Kiosk.
6. **Relationship of Parties.** No agent, employee, representative or subcontractor of Donor shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Donor or its employees, agents, representatives or subcontractors. Donor will be solely and entirely responsible for its acts and for the acts of Donor's agents, employees, representatives and subcontractors during the performance of this Agreement.
7. **Indemnification / Hold Harmless.** Donor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. It is specifically and expressly understood that the indemnification provided herein constitutes the Donor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
9. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Donor.
10. **Assignment.** Neither party may assign its rights or obligations granted by this agreement without the written consent of the other party.
11. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

12. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
13. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF WOODINVILLE

WOODINVILLE ROTARY CLUB

By: _____

By: _____

Richard A. Leahy, City Manager

Title: _____

CITY CONTACT

City Manager
 17301 133rd Avenue NE
 Woodinville, WA 98072
 Phone: 425-489-2700

DONOR CONTACT

Tim House
 Woodinville Rotary Club
 P O Box 2016
 Woodinville, WA 98072
 Phone: 206-679-5892

ATTEST/AUTHENTICATED

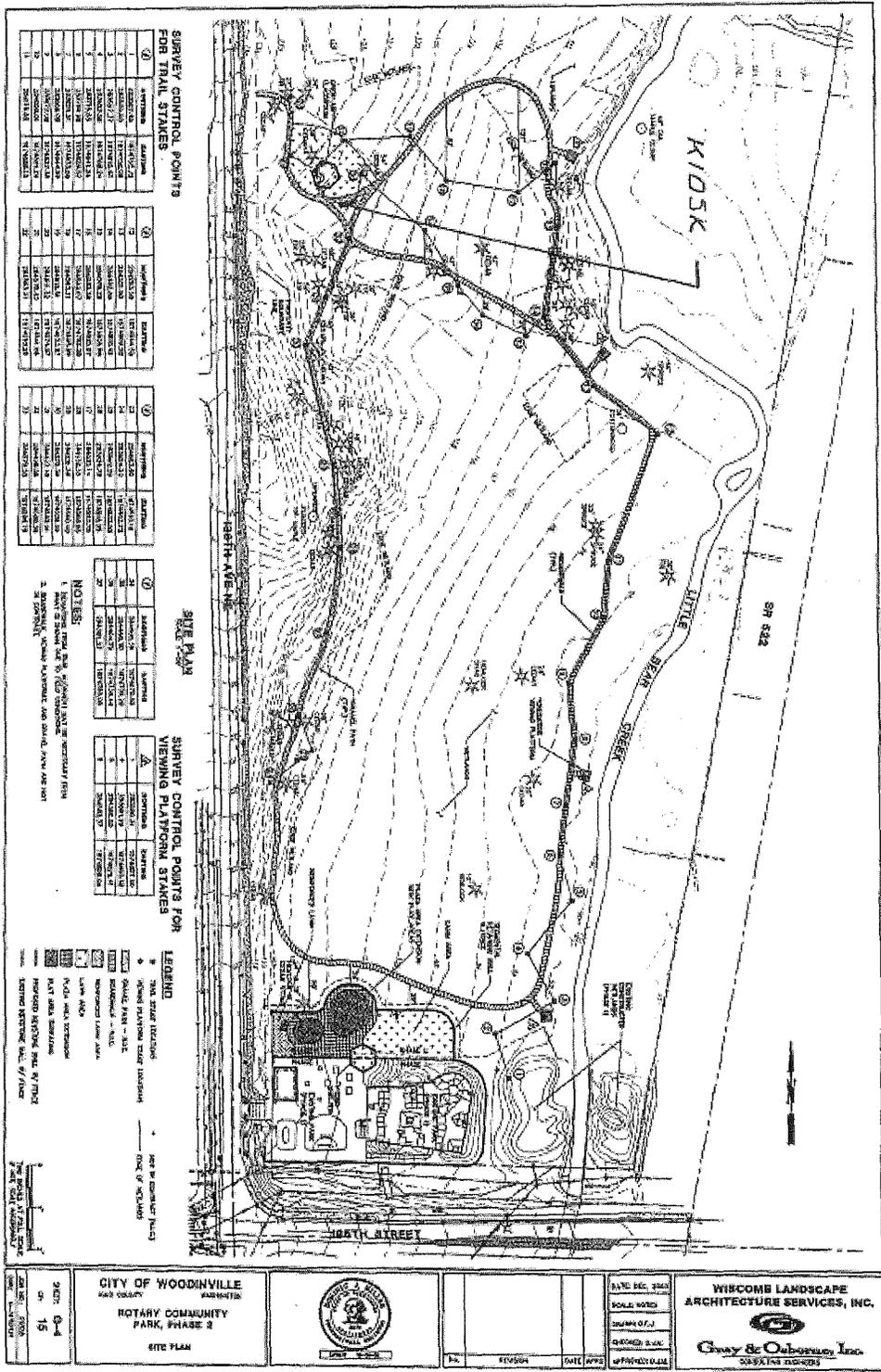
By: _____
Jennifer L. Kuhn, City Clerk

APPROVED AS TO FORM

By: _____
Office of the City Attorney

Agreement with Woodinville Rotary Club for Donation of Kiosk - Exhibit 1





SURVEY CONTROL POINTS FOR TRIAL STAKES

Station	Station	Station	Station
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

SURVEY CONTROL POINTS FOR TRIAL STAKES

Station	Station	Station	Station
101	102	103	104
105	106	107	108
109	110	111	112
113	114	115	116
117	118	119	120
121	122	123	124
125	126	127	128
129	130	131	132
133	134	135	136
137	138	139	140
141	142	143	144
145	146	147	148
149	150	151	152
153	154	155	156
157	158	159	160
161	162	163	164
165	166	167	168
169	170	171	172
173	174	175	176
177	178	179	180
181	182	183	184
185	186	187	188
189	190	191	192
193	194	195	196
197	198	199	200

SURVEY CONTROL POINTS FOR TRIAL STAKES

Station	Station	Station	Station
201	202	203	204
205	206	207	208
209	210	211	212
213	214	215	216
217	218	219	220
221	222	223	224
225	226	227	228
229	230	231	232
233	234	235	236
237	238	239	240
241	242	243	244
245	246	247	248
249	250	251	252
253	254	255	256
257	258	259	260
261	262	263	264
265	266	267	268
269	270	271	272
273	274	275	276
277	278	279	280
281	282	283	284
285	286	287	288
289	290	291	292
293	294	295	296
297	298	299	300

SURVEY CONTROL POINTS FOR TRIAL STAKES

Station	Station	Station	Station
301	302	303	304
305	306	307	308
309	310	311	312
313	314	315	316
317	318	319	320
321	322	323	324
325	326	327	328
329	330	331	332
333	334	335	336
337	338	339	340
341	342	343	344
345	346	347	348
349	350	351	352
353	354	355	356
357	358	359	360
361	362	363	364
365	366	367	368
369	370	371	372
373	374	375	376
377	378	379	380
381	382	383	384
385	386	387	388
389	390	391	392
393	394	395	396
397	398	399	400

SURVEY CONTROL POINTS FOR VIEWING PLATFORM STAKES

Station	Station	Station	Station
401	402	403	404
405	406	407	408
409	410	411	412
413	414	415	416
417	418	419	420
421	422	423	424
425	426	427	428
429	430	431	432
433	434	435	436
437	438	439	440
441	442	443	444
445	446	447	448
449	450	451	452
453	454	455	456
457	458	459	460
461	462	463	464
465	466	467	468
469	470	471	472
473	474	475	476
477	478	479	480
481	482	483	484
485	486	487	488
489	490	491	492
493	494	495	496
497	498	499	500

NOTES

1. ALL STAKES TO BE SET AT THE CORNER AND AT THE MIDDLE POINT
2. ALL STAKES TO BE SET AT THE CORNER AND AT THE MIDDLE POINT
3. ALL STAKES TO BE SET AT THE CORNER AND AT THE MIDDLE POINT

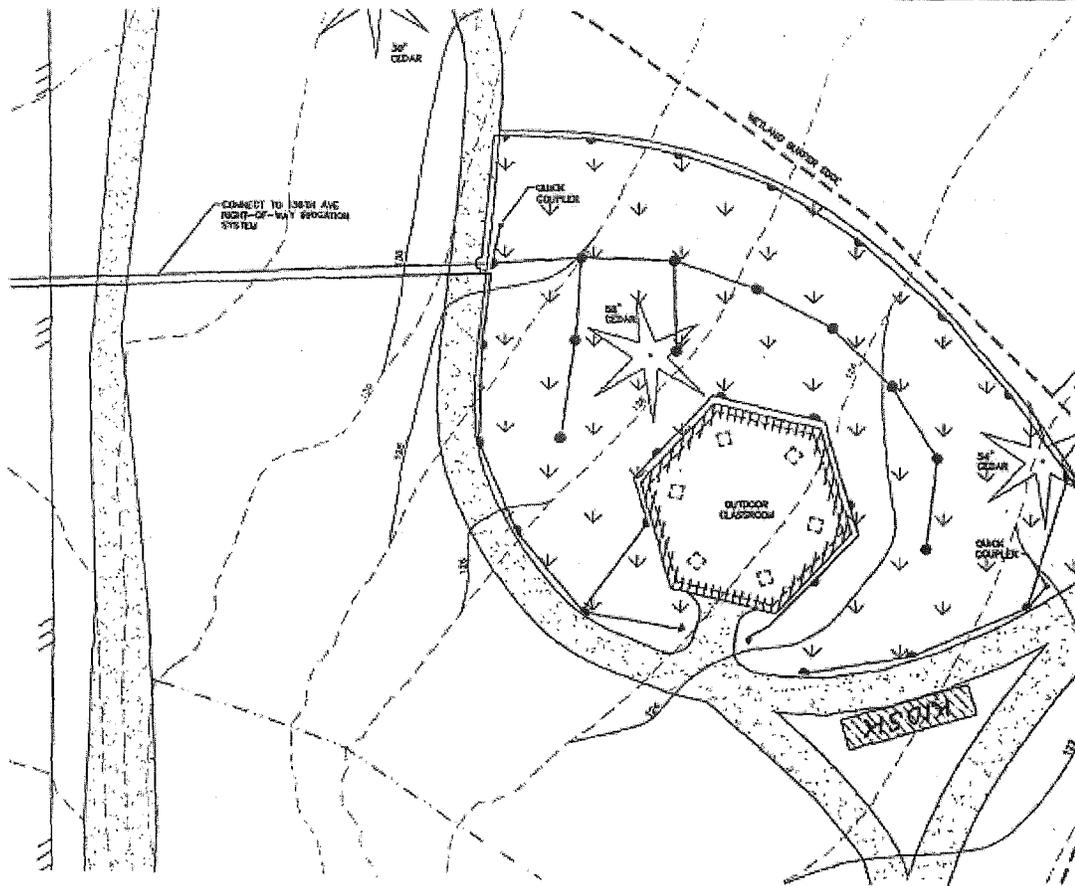
LEGEND

- TRIAL STAKE LOCATION
- ▲ VIEWING PLATFORM TRIANGLE LOCATION
- POINT MARK - 3/4"
- POINT MARK - 1/2"
- POINT MARK - 1/4"
- POINT MARK - 1/8"
- POINT MARK - 1/16"
- POINT MARK - 1/32"
- POINT MARK - 1/64"
- POINT MARK - 1/128"
- POINT MARK - 1/256"
- POINT MARK - 1/512"
- POINT MARK - 1/1024"
- POINT MARK - 1/2048"
- POINT MARK - 1/4096"
- POINT MARK - 1/8192"
- POINT MARK - 1/16384"
- POINT MARK - 1/32768"
- POINT MARK - 1/65536"
- POINT MARK - 1/131072"
- POINT MARK - 1/262144"
- POINT MARK - 1/524288"
- POINT MARK - 1/1048576"
- POINT MARK - 1/2097152"
- POINT MARK - 1/4194304"
- POINT MARK - 1/8388608"
- POINT MARK - 1/16777216"
- POINT MARK - 1/33554432"
- POINT MARK - 1/67108864"
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M:\WOODRIVILLE\01828\PLANSET\PHASE2\IG-SHEETS\IG-PLANTING\PLN-DWG2.GRADER\6/24/2003 09:58:13 AM, 0.51, BY: G. JUTTNER

SUMMARY OF ZONES								
ZONE	VEGETATION	TYPE OF SYSTEM	NUMBER OF UNITS					ZONE FLOW (GPM)
			FULL	3/4	1/2	1/3	1/4	
ZONE 1 PHASE 1	500 LAWN	POP-UP SPRAY SPRINKLERS	10	0	1	0	0	38.63
ZONE 2 PHASE 2	500 LAWN	POP-UP SPRAY SPRINKLERS	0	0	20	0	4	41.52

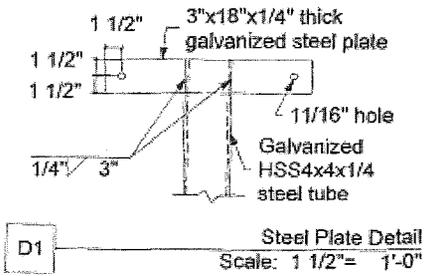
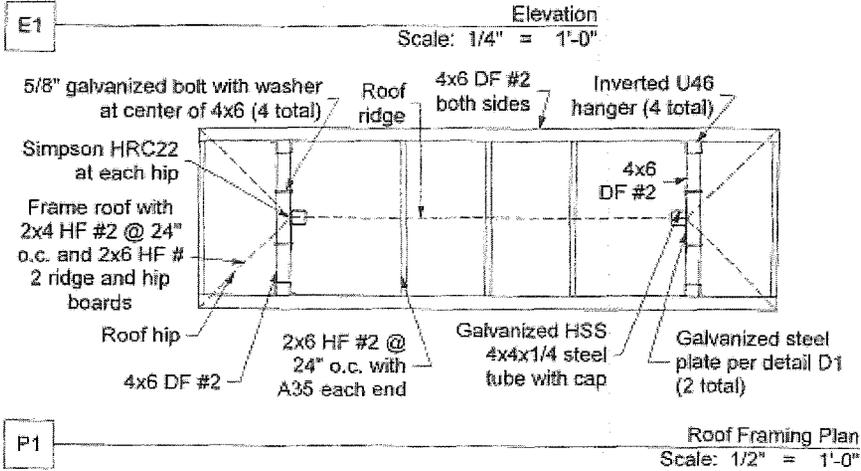
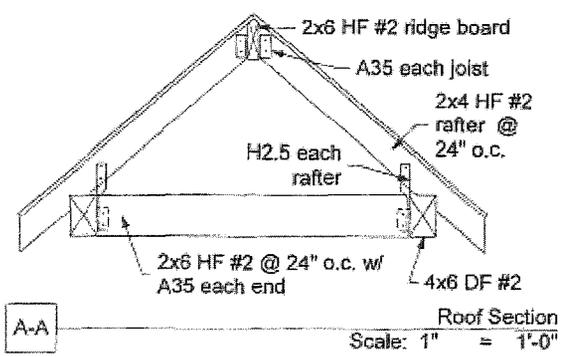
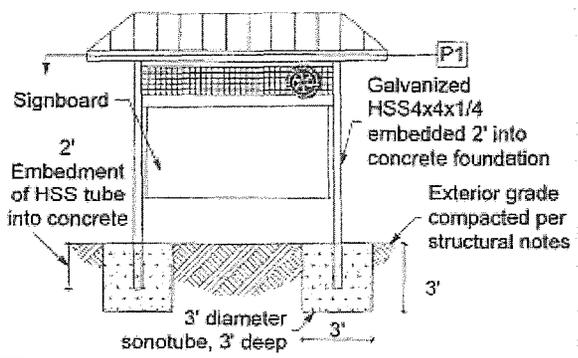
SYMBOL	DESCRIPTION	AMT
●	POP-UP SPRAY SPRINKLER	FULL 27
○	POP-UP SPRAY SPRINKLER	1/2 0
○	POP-UP SPRAY SPRINKLER	1/3 15
○	POP-UP SPRAY SPRINKLER	1/4 3
○	BLACK COUPLER (1 LDC)	1
—	MAIN VEGETATION LINE (S)	



LEGEND

- 500 LAWN AREA
- ▨ GRAVEL PAVEN - R.S.D.
- ▤ BOARDWALK - R.L.C.

NORTH SITE PLANTING AND IRRIGATION PLAN
SCALE 1"=10'



Consulting Structural Engineering Services
6311 17th Ave NE, Seattle, WA 98115
Phone: 206-527-1288
Fax: 206-527-2517
email: john@selshy.com

Freestanding Kiosk
Woodinville Rotary Park

Revisions:
Date: 04/18/12
Sheet: S1

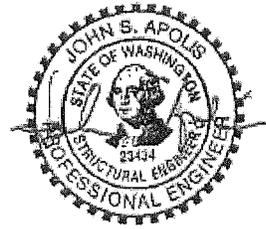
Structural Calculations Cover Sheet

Project Number: 2012.014 Date: April 20, 2012
Project Name: Rotary Park Kiosk Architect:

Structural Design For: Structural design for a freestanding kiosk
Construction Type: Cantilevered steel posts supporting wood framed sign

CODES

2009 International Building Code (IBC)
2005 NDS



LOADS

Dead Loads As required
Roof snow Load 25 psf
Wind 85 mph, Exposure B, Per IBC Section 1609, $K_{zt} = 1.0$

Material Design Values

Soils (assumed) Minimum 2,000 psf allowed bearing (subject to field verification)
Concrete $f'_c=2,500$ psi; 5-1/2 sack mix, or alternate mix pre-approved by bldg. dept.
Reinforcing Grade 40 or 60; $F_y=40,000$ psi minimum
Sawn Lumber Joists, Rafters: Hem-Fir #2 and better
Beams: 4x: DF-L #2
Structural Steel ASTM A36, $F_y=36$ ksi
Steel Tube ASTM A500, Grade B, $F_y=46$ ksi
Bolts A307 bolts

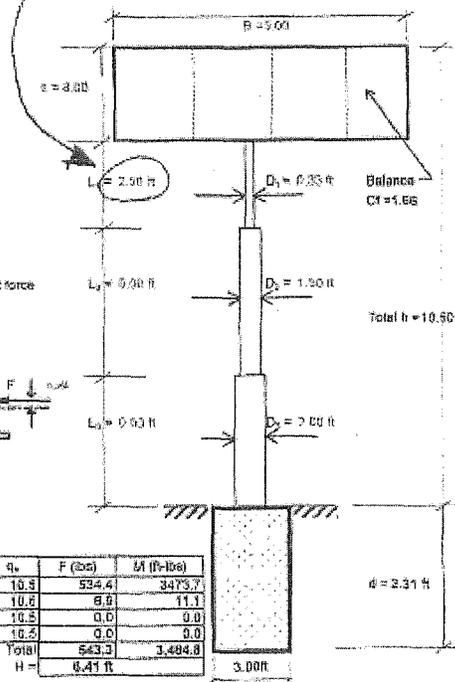
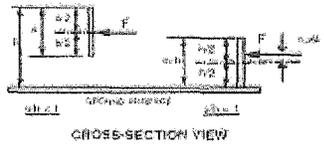
CONSULTING STRUCTURAL ENGINEERING SERVICES, INC.
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Structural Engineering Consulting and Design

ROTARY PARK KIOSK
2012.014

6" SOIL DEPTH
NEGLECTED

6.5.14 Design Wind Load on Solid Freestanding Walls and Solid Signs Per ASCE 7-05

- $F = q_s G C_f A_e$ (8-27)
 - $q_s = .00256 K_z K_d K_e K_f V^2 I$ (8-15)
 - Exposure coefficient $K_z =$ Exposure β (8.5.7.2)
 - Topography factor $K_e = 1.00$ (8.5.4.4)
 - Directionality factor $K_d = 1$
 - Wind Speed $V = 85$
 - Importance factor $I = 1.00$ (8.5.6), T-5-1
 - $q_s = 18.50 K_z$ (8.5.8)
 - Gust Effect factor $G = 0.85$ (8.5.9)
 - $E/F = 0.63$
 - $s/h = 0.762$
 - Case A & B, $C_f = 1.86$
- Use Case A & B Only for $B/h \leq 2$
- Total # of Segment with width = s
- Balance, see Fig 6-20 = 5.00
- Case C, C_f for Region



Multiples factor (if applicable)

Horizontal dim of return corner $L_r = 0.0$ ft

when $s/h > 0.5$, $(1.8 - s/h) = 1.00$

for $L_r/s = 0.00$, $= 0.98$

%Spanning = 0.0%

Reduction factor = 1.00

Method A & B

Sign	h	area A_e	C_f	K_e	q_s	F (lbs)	M (ft-lbs)
	10.50	40.0	1.86	0.57	10.5	534.4	3473.7
Pole	2.50	0.9	1.2	0.57	10.6	8.8	11.1
	8.00	0.0	1.2	0.57	10.5	0.0	0.0
	5.00	0.0	1.2	0.57	10.5	0.0	0.0
Total						543.3	3484.8
H =						6.41 ft	

Method C

Sign	h	area A_e	C_f	K_e	q_s	F (lbs)	M (ft-lbs)
Balance, see Fig 6-20 =						0.0	0.0
				0.57	10.6	0.0	0.0
				0.57	10.8	0.0	0.0
				0.57	10.5	0.0	0.0
				0.57	10.5	0.0	0.0
				0.57	10.5	0.0	0.0
Pole	2.50	0.9	1.2	0.57	10.6	8.8	11.1
	0.00	0.0	1.2	0.57	10.5	0.0	0.0
	0.00	0.0	1.2	0.57	10.5	0.0	0.0
Total						8.8	11.1
H =						1.25 ft	

IBC 1805.7: Design Employing Lateral Load Bearing

Total Lateral Load, $P = 543.3$ lbs

Dist from ground to point of P, $H = 6.41$ ft

*Allowable lateral soil-bearing, $S = 200$ lb lbs/sq ft

Allowable Increase = 2×200.00 lbs/sq ft

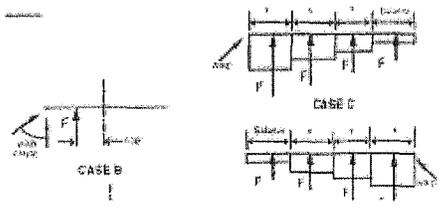
C/c of footing or diagonal of sq. footing, $b = 3.00$ ft

Constrained at ground = Yes

$S_3 = 425$ lbs/sq ft $\leq 15 \times 200$ O.K.

$d = \sqrt{4.25(P/d_3 b)} \times$

$d = 2.31$ ft



SIGN SUPPORT MAX MOMENT = 3,485 ft-lb

POLE EMBEDMENT

@ 2', $W = \frac{3485 \text{ ft-lb}}{(2' \times 0.7') \times 2} = 871 \text{ psi} < 2500 \text{ psi}$ OK

ROOF SUPPORT

BOLTS - $P = 2' \times 5' \times 40 \text{ psf} = 400 \text{ lb}$, $\frac{5}{8}"$ BOLT $Z = 500 \text{ lb} > 400 \text{ lb}$ OK

POLE STRENGTH

HSS 4x4x1/4, $Z = 4.69 \text{ in}^3$ $\frac{4.69 \times 22 \text{ ksi}}{12 \text{ in}} = 10.9 \text{ K-FT} > 3.6 \text{ K-FT}$ OK

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Project No. 2012-017 Date 4-19-12
 Project Name ROTARY PARK KIOSK
 Comments _____
 Revision _____ Page 2

John S. Apolis, P.E.

CSES, Inc.

Job number: 2012.014

Project: Rotary Park Kiosk

Date: 20-Apr-12

Architect:

Page number: 3

BEAM DESIGN (Uniform Load, Simple Span)

2009 International Building Code (IBC)

2005 NDS

Beam Description: ROOF SUPPORT

Enter '1' for incised PT lumber:

Enter '1' for snow load: 1

Enter '1' for repetitive member:

Enter '1' for wet use:

Enter '1' for fully supported: 1

Enter '1' for reduced live load:

Geometry and Loads:

Span:	8 ft	Tributary Width:	2.5 ft
DL unit load:	15 psf	LL unit load:	25 psf
Add'l unif. DL:	lb/ft	Add'l unif. LL:	lb/ft
Kll * A1:	40 ft ²	Reduced LL:	35 psf
DL uniform load:	38 lb/ft	Max DL reaction:	150 lbs
LL uniform load:	63 lb/ft	Max LL reaction:	250 lbs
Total load:	100 lb/ft	Max Total reaction:	400 lbs

Material Properties:

E	1.6 x 10 ⁶ psi	E'	1.6 x 10 ⁶ psi
Fb	900 psi	Fb'	1449 psi
Fv	180 psi	Fv'	207 psi
Fc perp	625 psi	Fc perp'	718.75 psi

(Allowable design values include modification factors per NDS 2005)

Deflection analysis:

For total load:	Allowed deflection criteria, span/	240	
For LL only:	Allowed deflection criteria, span/	360	
Max. allowed total defl:	0.4 in	Max LL defl:	0.267 in
Total defl. * I:	3.8	Required I:	14 in ⁴
LL defl. * I:	3.6	Required I:	14 in ⁴
Actual deflections:	TOTAL: 0.136 inches		0.085 inches

Force analysis:

Max. moment:	800 ft-lb	Max Shear:	400 lbs
		Shear @ d =	356 lbs

Selected Member: DF/L #2 3,500 x 5.25

Member properties:	Provided:	Required:
Moment of inertia:	42.2 in ⁴	14.4 in ⁴
Section Modulus:	16.1 in ³	6.6 in ³
Section Area:	18.4 in ²	2.6 in ²
Bearing Area:		0.6 in ²
Minimum bearing dimensions:	3.5 x	0.2 inches