

Addendum # 1

City of Kirkland Kirkland Teen Union Building Operational Lease (Job# 47-22-PCS) Answers to Questions

Q: How much money was the most recent lease?

A: The most recent lease is \$3,500/month.

Q: Is the Y no longer running the Kirkland KTUB program and is the City looking for new agencies to potentially lease and run the teen program?

A: The YMCA's operating lease ended in 2020. The City is seeking proposals to operate KTUB as a teen center. Please see the scope of work in the RFP for more details.

Q: What is the square feet of the KTUB?

A: KTUB's square footage is 6,885.

Q: What other buildings are on site?

A: Adjoining KTUB is the Peter Kirk Community Center (PKCC), located directly south of KTUB. On the opposite side of PKCC is the Kirkland Performance Center, which shares a lobby entrance with PKCC.

Q: Does the City own the entire block of buildings?

A: Yes, the City owns the three buildings known as KTUB, PKCC and the Kirkland Performance Center.

Q: Will Youth Council participate in evaluating proposals?

A: The scope of KYC's participation in proposal evaluation is to be determined, but we anticipate they will have opportunities to provide feedback on the future of KTUB.

Q: When are proposals due?

A: Proposals are due Sept. 30, 2022 by 5pm.

Q: Will the City award one or multiple leases?

A: The City anticipates awarding one lease with one organization, but an organization can have partners or subcontractors also operating out of KTUB. The tenant will be responsible for agreements or contracts with their partners or subcontractors.

Q: Will the submitter need to propose their own partners or will the City dictate partnerships?

A: Submitters will need to identify and propose their own partners. The City has specified in the RFP's scope of work the type of programs and services it would like to see at KTUB to fulfill the City's Comprehensive Plan.

Q: Did the City determine if a second story on top of PKCC is possible?

A: The City determined that adding a second story to PKCC is not possible.

Q: How does the current tenant use the facility?

A: The current tenant is a non-profit theater arts education provider that uses the facility to provide classes, camps and theater productions for youth.

Q: What is the construction nearby?

A: The construction east of Peter Kirk Park is part of Kirkland Urban, a mixed-use development.

Q: What fixtures, panels, furniture and lighting come with the building? What furniture belongs to the City versus the current tenant? (i.e. chairs, white board, etc.)

A: The permanently installed fixtures, panels, lighting and built-in furniture come with the building. The temporary drapery belongs to the current tenant. The majority of the furniture currently in the building belongs to the current tenant and a small amount belongs to the City. The City furniture would remain with the building.

Q: What are the quiet hours for the park and the City?

A: Per Kirkland Municipal Code 11.80.090, it is unlawful for a person to cause a sound that unreasonably disturbs the peaceful enjoyment of public park space. Sound may also not be amplified or travel beyond 50 feet of its origin without first obtaining a permit. Kirkland Municipal Code 11.84A.070 also discusses public disturbance noises.

Peter Kirk Park is open daily from sunrise to 11pm.

Q: What is the process to use the field at Peter Kirk Park, or other parts of the park for programming?

A: The operator would need to request a facility use permit to reserve the field at Peter Kirk Park. Reserving other parts of the park for program use (such as the skate park or tennis courts) may be possible through a separate agreement.

Q: What improvements can be made to the building? I.e. painting?

A: The operator can paint or decorate but cannot make major changes such as removing or modifying anything attached to the building such as walls, doors, windows, etc. Any such major changes to the building would need the City's consent and permits, if necessary. Please see Article 8 in the sample lease agreement:

ARTICLE 8 – IMPROVEMENTS, ALTERATIONS, AND ADDITIONS TO THE FACILITY

8.1 Tenant Improvements. Operator may make Tenant Improvements to Leased Premises with the written consent of the City. If an event of default occurs, if Operator fails to perform its duties under this Agreement, or if this Agreement expires, terminates, or is otherwise not renewed, all Operator-provided or owned Tenant Improvements on the Leased Premises shall remain in place and shall automatically and without further notice or act by the City and without compensation to Operator become the property of the City.

8.2 Other Improvements, Alterations, and Additions. Operator shall not alter any structural features of the Leased Premises without written City approval. Operator, at its sole expense, may redecorate any interior surface of walls, ceilings, windows, and doors. Operator may install its own furnishings and equipment on or about the Facility without City's consent, provided Operator shall not install trade fixtures or other items that are physically attached to the Facility without City's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any improvements will be made in accordance with all licenses, permits, and/or other authorization required.

Q: The stage, lounge, art room and music room were all named after initial funders. Will those naming rights continue?

A: There may be some flexibility in the naming of facility spaces. The City has a naming rights policy that would need to be followed.

Q: What kind of Internet is available in the building?

A: The tenant will be responsible for procuring and paying for utilities such as Internet. Internet providers will be able to determine if they service KTUB.

Q: Who is responsible for general building maintenance and cleaning?

A: Please see Article 11 in the sample lease agreement:

ARTICLE 11 – MAINTENANCE, CLEANING, REPAIR, AND UTILITIES

11.1 City.

11.1.1 The City is responsible for maintenance and repair of the structural components of KTUB, which shall include the roof, the exterior walls, the foundation, and the HVAC system. The City is also responsible for maintenance, which is necessary for the structural integrity of KTUB, including maintenance of load-bearing members, and of main lines of mechanical, electrical, and plumbing systems to the point of entry. City will coordinate a routine meeting with Operator to discuss and schedule future maintenance work.

11.1.2 The City is responsible for and will pay for landscaping and landscape maintenance that meet City standards; provided that, if Operator wants special plantings or landscaping and landscape maintenance at KTUB that exceed City standards, Operator will be responsible for and will pay for such plantings or features.

11.1.3 Operator shall give the City notice of any repair required to be performed by the City pursuant to this section within ten (10) days after the later of the date (i) the need for such repair arises, and (ii) Operator becomes aware of such required repair. The City shall have a reasonable time in which to complete the repair after receipt of such notice. Notice of maintenance or repairs needs shall be made by Operator to the City's Facilities Services Manager, with a copy to the Parks and Community Services Department.

11.1.3 The City shall strive to coordinate Maintenance work with Operator so as not to interfere with Operator's operations. At minimum, absent an emergency, the City shall give Operator at least twenty-four (24) hours' notice of maintenance or repair work in or at KTUB; provided that, such maintenance and repair work shall not unduly interfere with the use of KTUB for Any of the established programming. In the event of an emergency, however, no such notice or avoidance of interference shall be required.

11.2 Operator.

11.2.1 Operator is responsible for maintenance and repair of the interior of the Leased Premises, which shall include tenant improvements, audio/visual systems, sound system, telephone equipment, lighting, furniture, gaming tables, and plumbing fixtures and appliances.

11.2.2 Operator's responsibility for plumbing fixtures and appliances extends through fixture drain and trap down to the junction with the line into wall or floor and includes attempting to clear clogs by means of plunger and toilet auger.

11.2.3 Operator's janitorial and routine maintenance responsibilities include timely repair or replacement of light fixtures or bulbs, electrical switches or controls; cleaning of seating, curtains, carpets, flooring, and faucets; cleaning of interior and exterior windows; cleaning of the kitchen and restroom facilities and drinking fountain; and cleaning of external patio, entryways, and external back door area.

11.2.4 Except as otherwise specified, Operator shall timely pay all charges for utility and other services to KTUB. Utility charges to be paid by Operator, include, but are not limited to, electricity, telephone, internet, security alarm monitoring, permits, and false alarm charges.

Q: What cleaning or maintenance will the City do during the turnover period between when the current tenant lease ends and when the new lease begins?

A: The City will thoroughly clean the facility and will negotiate specific repairs/maintenance work with the selected tenant. The lease start date will likely be July 1, 2023 to accommodate any work needed in the turnover period.

Q: Who is responsible for maintaining and paying for the security cameras?

A: The indoor cameras in the building are a local system and would be the responsibility of the tenant. The City operates and maintains two cameras outside the building.

Q: What access points does KTUB have to the other buildings located on-site? What are the other entry points into the building?

A: There is one interior door between Peter Kirk Community Center and KTUB that can be locked from each side. There are four (4) other exterior access points to KTUB: the front entrance on the west side of the building, a patio door on the north side of the building, a door next to the north side of the stage, and a back door entrance on the south side of the building.

Q: Is there a sound board for the speakers on the Mackie Stage? Are there controllers for the lighting equipment? What equipment is included with the recording studio?

A: There is various lighting and sound equipment such as lighting, soundboard, musical instruments, microphone, and speakers. The condition of the equipment is unknown.

Q: Has this space been used for rentals and is that a possible use of the space?

A: Previous tenants and operators have rented the facility for community use.

Please see Article 4.4 of the sample lease agreement:

Additional Authorized Uses of KTUB. Operator may use KTUB for business and community meetings and activities; provided that, such meetings and activities shall not unduly interfere with the priority use of KTUB for the purposes stated above. In making KTUB facility space available to other business and community organizations, arrangements for such facility use shall be made directly between Operator and the other organizations, except that all such arrangements must protect the City as an additional insured unless the City consents in writing to a different arrangement.

Q: Does the building have any active roof leaks?

A: There are no known active roof leaks. However, if one were to be identified the City would be responsible for any roof repairs.

Q: Is Kiwanis still supportive of KTUB and having a presence at KTUB? Is that relationship one that the City wants to maintain or encourage?

A: Yes, Kiwanis is very supportive of a dedicated teen center in Kirkland. The City encourages any future operator of KTUB to explore partnership opportunities with Kiwanis.

Q: Who are the important stakeholders in the building? What partnerships between KTUB and other organizations would likely be continued? Are there ongoing partners, donors or sponsors involved at KTUB?

A: Since its opening, competitive RFP processes have been used to select operating partners, who have all brought with them their own partners. The City anticipates a collaborative working relationship with the operating partner to help facilitate and support a proactive and collective response to teen needs.

Q: Is Youth Eastside Services (YES) still active at KTUB?

A: In 2020, when the previous lease expired, YES moved its service delivery from KTUB to Juanita High School. YES continues to be an important partner for Kirkland Parks and Community Services but is not currently active at the KTUB location.

Q: How was access controlled via the back entrance when the back offices were used for homelessness outreach? How were youth received through the back door? (Is there a way to install a system or modify the door to allow users inside to see who is outside without first opening the door?)

A: The back door was used for scheduled appointments. Individuals with appointments would knock on the door to be let in by staff. The operator may make improvements to the door. Please include in your response to the RFP any proposed facility alterations that would be undertaken by your organization. Improvements, depending on their nature, may require prior written consent by the City. Please see Article 8 of the sample lease agreement.

ARTICLE 8 – IMPROVEMENTS, ALTERATIONS, AND ADDITIONS TO THE FACILITY

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Q: What funding can the City provide for operating the facility and what kind of operational support can be funded?

A: Historically the City provided \$160,000 to the operator of KTUB annually. As a part of the budget submitted, proposals should include any City support requested to successfully operate the facility.