

RESOLUTION R-5479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING THE DONATION OF ARTWORK ENTITLED "THE GLASSINATOR" FROM KIRKLAND RESIDENT KAREN LIGHTFELDT TO BE PLACED AT JUANITA BEACH PARK.

1 WHEREAS, Karen Lightfeldt is an avid supporter of Juanita
2 Beach Park and advocated for the upgraded accessible-to-all
3 playground installed in the park; and

4
5 WHEREAS, Karen Lightfeldt desires to donate artwork
6 designed by Seattle artist Andrew Carson entitled "The
7 Glassinator" to the City of Kirkland for the enjoyment of all; and

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9 WHEREAS, this donation of kinetic art will enhance the park
10 by adding an element of whimsy and entertainment for all park
11 users; and

12
13 WHEREAS, the Park Board discussed the artwork donation
14 at their March 31, 2021 meeting and recommended evaluation of
15 the materials and location of the artwork by Parks Department
16 staff and the Kirkland Cultural Arts Commission; and

17
18 WHEREAS, the Kirkland Cultural Arts Commission reviewed
19 the proposed donation on April 28, 2021 and found the art to be
20 a strong addition to Kirkland's public art collection and
21 recommended accepting the donation if the artwork materials and
22 location were addressed; and

23
24 WHEREAS, the artwork will be placed for public enjoyment
25 along the promenade south of the playground, with the artwork
26 location and the materials agreed to by the Parks and Community
27 Services Department and Karen Lightfeldt; and

28
29 WHEREAS, the City Council desires to accept the donation
30 of the artwork on behalf of the City of Kirkland.

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32 NOW, THEREFORE, be it resolved by the City Council of the
33 City of Kirkland as follows:

34
35 Section 1. The City Manager is hereby authorized and
36 directed to execute an Agreement substantially similar to that
37 attached hereto as **Attachment 2**, providing for the acceptance
38 by the City of Kirkland of the artwork as a donation from Karen
39 Lightfeldt.

40 Passed by majority vote of the Kirkland City Council in open
41 meeting this _____ day of _____, 2021.
42
43

44 Signed in authentication thereof this _____ day of _____,
45 2021.
46

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

Attachment 2
DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the ____ day of _____, 2021, by and between Karen Lightfeldt, whose address is _____ ("Donor"), and the City of Kirkland, whose address is 123 5th Avenue, Kirkland Washington 98033 ("the City").

Whereas, Donor desires to donate artwork designed by Seattle artist Andrew Carson entitled "The Glassinator" to the City based upon certain conditions contained in this Agreement; and

Whereas, the City desires to accept the donation from Donor and comply with the conditions contained herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. Artwork Description: The artwork ("artwork") which is the subject of this Agreement is entitled "The Glassinator" designed by Andrew Carson.
2. Declaration of Gift: As of the date hereof, Donor hereby gives and delivers to the City the artwork, subject to the conditions contained in Section 4 below.
3. Acceptance of Gift: The City agrees to accept this donation, under the terms and conditions of this Agreement. Donor and the City agree that the City shall become the owner of the artwork upon full execution of this Agreement. Donor relinquishes any claim of ownership of the artwork.
4. Conditions of Gift: The gift of the artwork is conditioned upon and shall be used by City in compliance with the following provisions:
 - a. Location - The artwork shall be located at Juanita Beach Park, at 9703 NE Juanita Drive, Kirkland 98034. In the event of changed circumstances the City reserves the right, on reasonable grounds, to remove or relocate the artwork described in this Agreement.
 - b. Maintenance – The City shall maintain the artwork, at its sole expense, in a manner similar to other artwork owned by the City and will coordinate all maintenance and repairs. Determining what constitutes a reasonable repair is at the sole discretion of the City and the City is not obligated to repair or replace the artwork if the artwork is damaged beyond repair, which will be determined by the City. The City shall also maintain the area surrounding the artwork in good and clean condition. Donor shall provide the City with written instructions as to the proper maintenance of the artwork.
 - c. Identification - The artwork may be tastefully and appropriately labeled and

identified as mutually agreed upon by the parties. The City shall bear the cost of such labelling and identification. In the event of changed circumstances the City reserves the right, on reasonable grounds, to remove or relocate any of the identification described in this Agreement.

d. Installation – The City shall be responsible for the cost of and coordination of the installation of the artwork in the park.

5. Other Considerations. By accepting this donation, the City does not confer any special privileges not expressly contained within this Agreement to Donor as it relates to the artwork, the Park, or other Park asset. The City shall maintain the ability to terminate this agreement if there is potential harm to City interests, as determined by the City Manager through consultation with the City Council.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement.

DONOR

By: _____
Its: _____
Date: _____

CITY OF KIRKLAND

By: _____
Its: _____
Date: _____