CITY OF KIRKLAND
CITY COUNCIL

Joan McBride, Mayor • Penny Sweet, Deputy Mayor • Dave Asher • Jessica Greenway
Doreen Marchione • Bob Sternoff • Amy Walen • Kurt Triplett, City Manager

Vision Statement

Kirkland is an attractive, vibrant, and inviting place to live, work and visit.
Our lakefront community is a destination for residents, employees and visitors.
Kirkland is a community with a small-town feel, retaining its sense of history,
while adjusting gracefully to changes in the twenty-first century.

123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • TTY 425.587.3111 • www.ci.kirkland.wa.us

AGENDA
KIRKLAND CITY COUNCIL MEETING
City Council Chambers
Tuesday, January 4, 2011
7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website www.ci.kirkland.wa.us, or at the Public Resource Area at City Hall on the Friday afternoon prior to the City Council meeting. Information regarding specific agenda topics may also be obtained from the City Clerk's Office on the Friday preceding the Council meeting. You are encouraged to call the City Clerk's Office (587-3190) or the City Manager's Office (587-3001) if you have any questions concerning City Council meetings, City services, or other municipal matters. The City of Kirkland strives to accommodate people with disabilities. Please contact the City Clerk's Office at 587-3190, or for TTY service call 587-3111 (by noon on Monday) if we can be of assistance. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

EXECUTIVE SESSIONS may be held by the City Council to discuss matters where confidentiality is required for the public interest, including buying and selling property, certain personnel issues, and lawsuits. An executive session is the only type of Council meeting permitted by law to be closed to the public and news media

ITEMS FROM THE AUDIENCE provides an opportunity for members of the public to address the Council on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. (Items which may not be addressed under Items from the Audience are indicated by an asterisk*.) The Council will receive comments on other issues, whether the matter is otherwise on the agenda for the same meeting or not. Speaker's remarks will be limited to three minutes apiece. No more than three speakers may address the Council on any one subject. However, if both proponents and opponents wish to speak, then up to three proponents and up to three opponents of the matter may address the Council.

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
4. *EXECUTIVE SESSION*
   a. To Review the Performance of a Public Employee
5. *HONORS AND PROCLAMATIONS*
6. *COMMUNICATIONS*
   a. *Announcements*
   b. *Items from the Audience*
   c. *Petitions*
7. *SPECIAL PRESENTATIONS*
   a. 2010 Eastside Month of Concern for the Hungry
8. *CONSENT CALENDAR*
   a. *Approval of Minutes:* December 7, 2010

b. Audit of Accounts:

Payroll $

Bills $

GENERAL CORRESPONDENCE Letters of a general nature (complaints, requests for service, etc.) are submitted to the Council with a staff recommendation. Letters relating to quasi-judicial matters (including land use public hearings) are also listed on the agenda. Copies of the letters are placed in the hearing file and then presented to the Council at the time the matter is officially brought to the Council for a decision.

c. General Correspondence

d. Claims

(1) Christine M. Rudolph, Trustee for Marjorie A. Ladson

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) North Kirkland Community Center Carpet Replacement Project

(2) 2010 Street Overlay Project

(3) North Reservoir Rehabilitation/Repainting Project

ORDINANCES are legislative acts or local laws. They are the most permanent and binding form of Council action, and may be changed or repealed only by a subsequent ordinance. Ordinances normally become effective five days after the ordinance is published in the City's official newspaper.

g. Approval of Agreements

(1) Ratification of the 2010–2012 Police Support Staff Agreement

(2) Resolution R-4857, Approving an Amendment to the Employment Agreement Between the Kirkland City Council and Kurt Triplett, its City Manager

h. Other Items of Business

(1) Resolution R-4858, Adopting the Board and Commission Appointment and Reappointment Policy

RESOLUTIONS are adopted to express the policy of the Council, or to direct certain types of administrative action. A resolution may be changed by adoption of a subsequent resolution.

(2) Code Enforcement Process Change and Code Consolidation:

a. Ordinance No. 4280 and its Summary, Relating to the Consolidation of Various City Code Enforcement Processes into a Single Uniform Process

b. Ordinance No. 4281 and its Summary, Relating to Zoning, Planning, and Land Use and Amending Portions of the Following Chapters of Ordinance 3719 as Amended, the Kirkland Zoning Ordinance: Chapter 1—Users Guide, Chapter 5—Definitions, Chapter 95—Tree Management and Required Landscaping, Chapter 115—Miscellaneous Use Development and Performance Standards, Chapter 117—Personal Wireless Facilities, Chapter 141—Shoreline administration, Chapter 162—Nonconformance, Chapter 170 Code Enforcement

(3) Ordinance No. 4282 and its Summary, Adopting the International Property Maintenance Code and Repealing the Uniform Housing Code, the Uniform Code for the Abatement of Dangerous Buildings and Title 9 of the Kirkland Municipal Code

(4) Resolution R-4859, Approving Participation by the City in a Intergovernmental Cooperative Purchasing Agreement with the National Purchasing Partners and Authorizing the City Manager to Execute Said Agreement on Behalf of the City of Kirkland

(5) Ordinance No. 4283 and its Summary, Relating to Correcting Fees and Amending Sections 5.08.050 and 5.74.040 of the Kirkland Municipal Code

(6) Resolution R-4860, Approving an Interlocal Agreement Between the City of Kirkland and the City of Redmond for Interim Sewer Service for St. George Coptic Orthodox Church

(7) Ordinance No. 4284, Relating to Transportation and Park Impact Fees and Extending the Availability of Certain Impact Fee Deferals in Kirkland Municipal Code Sections 27.04.030(G) and 27.06.030(G)

(8) Procurement Activities

PUBLIC HEARINGS are held to receive public comment on important matters before the Council. You are welcome to offer your comments after being recognized by the Mayor. After all persons have spoken, the hearing is closed to public comment and the Council proceeds with its deliberation and decision making.

9. PUBLIC HEARINGS

a. Lake Washington School District School Impact Fees:

(1) Ordinance No. 4285 and its Summary, Authorizing the Collection of Impact Fees for Schools and Adding Chapter 27.08 of the Kirkland Municipal Code

(2) Resolution R-4861, Approving an Interlocal Agreement Between the City of Kirkland and Lake Washington School District No. 414 for the Collection, Distribution and Expenditure of School Impact Fees

10. UNFINISHED BUSINESS

a. Resolution R-4862, Approving a City of Kirkland Legislative Agenda to be Addressed to the 2011 Session of the State Legislature

b. Miscellaneous Zoning/Municipal Code Amendments:

(1) Ordinance No. 4286 and its Summary, Relating to Zoning, Planning, and Land Use and Amending Portions of the Following Chapters of Ordinance 3719 as Amended, the Kirkland Zoning Ordinance: Chapter 5 – Definitions, Chapter 10 – Legal Effect/Applicability, Chapter 15 – Single-Family Residential (RS) Zones, Chapter 18 – Single-Family Residential a (RSA) Zones, Chapter 20 – Multifamily Residential (RM and RMA) Zones, Chapter 25 – Professional Office Residential (PR) and Professional Office Residential A (PRA) Zones, Chapter 27 – Professional Office (PO) Zones, Chapter 30 – Waterfront District (WD) Zones, Chapter 35 – Freeway Commercial (FC) Zones, Chapter 40 – Neighborhood Business (BN) Zones and Neighborhood Business A (BNA) Zones, Chapter 45 – Community Business (BC, BC 1 and BC 2) Zones, Chapter 47 – Community Business X (BCX) Zones, Chapter 48 – Light Industrial Technology (LIT) Zones, Chapter 49 – Park/Public Use (P) Zones, Chapter 50 – Central Business District

(CBD) Zones, Chapter 51 – Market Street Corridor (MSC) Zones, Chapter 52 – Juanita Business District (JBD) Zones, Chapter 53 – Rose Hill Business District (RHBD) Zones, Chapter 54 – North Rose Hill Business District (NRHBD) Zones, Chapter 55 – Totem Lake (TL) Zones, Chapter 60 – Planned Areas (PLA), Chapter 100 – Signs, Chapter 105 – Parking Areas, Vehicle and Pedestrian Access, and Related Improvements, Chapter 112 – Affordable Housing Incentives – Multifamily, Chapter 115 – Miscellaneous Use Development and Performance Standards, Chapter 117 – Personal Wireless Service Facilities, Chapter 120 – Variances, Chapter 150 – Process llA, Chapter 155 – Process lll, Chapter 170 – Code Enforcement, Chapter 180 – Plates; and Amending Sections 22.32.050 and 22.04.030 of the Kirkland Municipal Code; and Approving a Summary Ordinance for Publication, File No. ZON10-00013

c. Ordinance No. 4287, Adopting a New Chapter 5.75 of the Kirkland Municipal Code to Recover Certain Costs of Providing Emergency Medical Services Transport

NEW BUSINESS consists of items which have not previously been reviewed by the Council, and which may require discussion and policy direction from the Council.

11. NEW BUSINESS

a. Green Codes Project

ITEMS FROM THE AUDIENCE Unless it is 10:00 p.m. or later, speakers may continue to address the Council during an additional Items from the Audience period; provided, that the total amount of time allotted for the additional Items from the Audience period shall not exceed 15 minutes. A speaker who addressed the Council during the earlier Items from the Audience period may speak again, and on the same subject, however, speakers who have not yet addressed the Council will be given priority. All other limitations as to time, number of speakers, quasi-judicial matters, and public hearings discussed above shall apply.

12. REPORTS

a. City Council

(1) Regional Issues

b. City Manager

(1) Calendar Update

13. ITEMS FROM THE AUDIENCE

14. ADJOURNMENT

CITY OF KIRKLAND
Department of Parks & Community Services
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Regi Schubiger, Youth Services Coordinator
Kari Page, Neighborhood Services Coordinator
Jennifer Schroder, Director

Date: December 21, 2010

Subject: Eastside Month of Concern for the Hungry Results

RECOMMENDATION
For the City Council to congratulate and thank the community for their generous food and cash donations during the 2010 Month of Concern for the Hungry. We would also like to have the Mayor present a certificate of appreciation to neighborhood organizer Norm Storm for his outstanding efforts during the drive.

BACKGROUND DISCUSSION:
The 2010 Eastside Month of Concern for the Hungry, "Share What You Can" campaign collected more than 60,000 pounds of food and $11,000 in cash donations during the month-long drive. Neighborhood associations, community leaders, faith organizations, local grocery stores, businesses, hospitals and schools organized local efforts by hosting food drives and fundraising events in their city from September 25 through October 23. The cities of Bellevue, Kirkland, Issaquah, Mercer Island, North Bend, Redmond, and Sammamish participated in the Month of Concern for the Hungry as a collaborative initiative among public and non-profit human service agencies spearheaded by the Eastside Human Service Forum.

The emphasis for the month-long drive was to "Share What You Can" and fill food bank shelves with non-perishable food items before the holidays. Eastside Month of Concern for the Hungry was a community-wide effort benefitting local area food banks, including HopeLink, Emergency Feeding Program, ARAS Foundation, Issaquah Food Bank, Mercer Island Food Pantry, Mt. Si Food Bank, and Renewal Food program.

"As the recession continues to impact our community, more and more people are looking for assistance through area non-profit organizations. This calls for additional food resources to meet the basic nutritional requirements of our neighbors in need. The Eastside Month of Concern is a sparkling example of what can be done as a community and how neighbors help one another. We are truly grateful," said Rochelle Clayton Strunk, HopeLink's Senior Manager of Emergency Services.

CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kathi Anderson, City Clerk

Date: December 27, 2010

Subject: CLAIM(S) FOR DAMAGES

RECOMMENDATION
It is recommended that the City Council acknowledge receipt of the following Claim(s) for Damages And refer each claim to the proper department (risk management section) for disposition.

POLICY IMPLICATIONS
This is consistent with City policy and procedure and is in accordance with the requirements of state law (RCW 35.31.(040).

BACKGROUND DISCUSSION
The City has received the following Claim(s) for Damages from:

(1) Encompass Insurance Company for Christine M. Rudolph, Trustee for Marjorie A. Ladson
6500 Emerald Parkway, Suite 350
Dublin , OH 43016

Amount: $109,249.60

Nature of Claim: Claimant states damage resulted when city vehicle left the roadway and struck the residence.

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Donna Burris, Internal Services Manager
Ray Steiger, P.E., Interim Public Works Director

Date: December 14, 2010

Subject: NORTH KIRKLAND COMMUNITY CENTER CARPET REPLACEMENT PROJECT ACCEPT WORK

RECOMMENDATION

It is recommended that City Council accept the work on the North Kirkland Community Center Carpet Replacement Project, as completed by Great Floors via King County Directors' Association (KCDA) and establish the statutory lien period.

BACKGROUND AND DISCUSSION

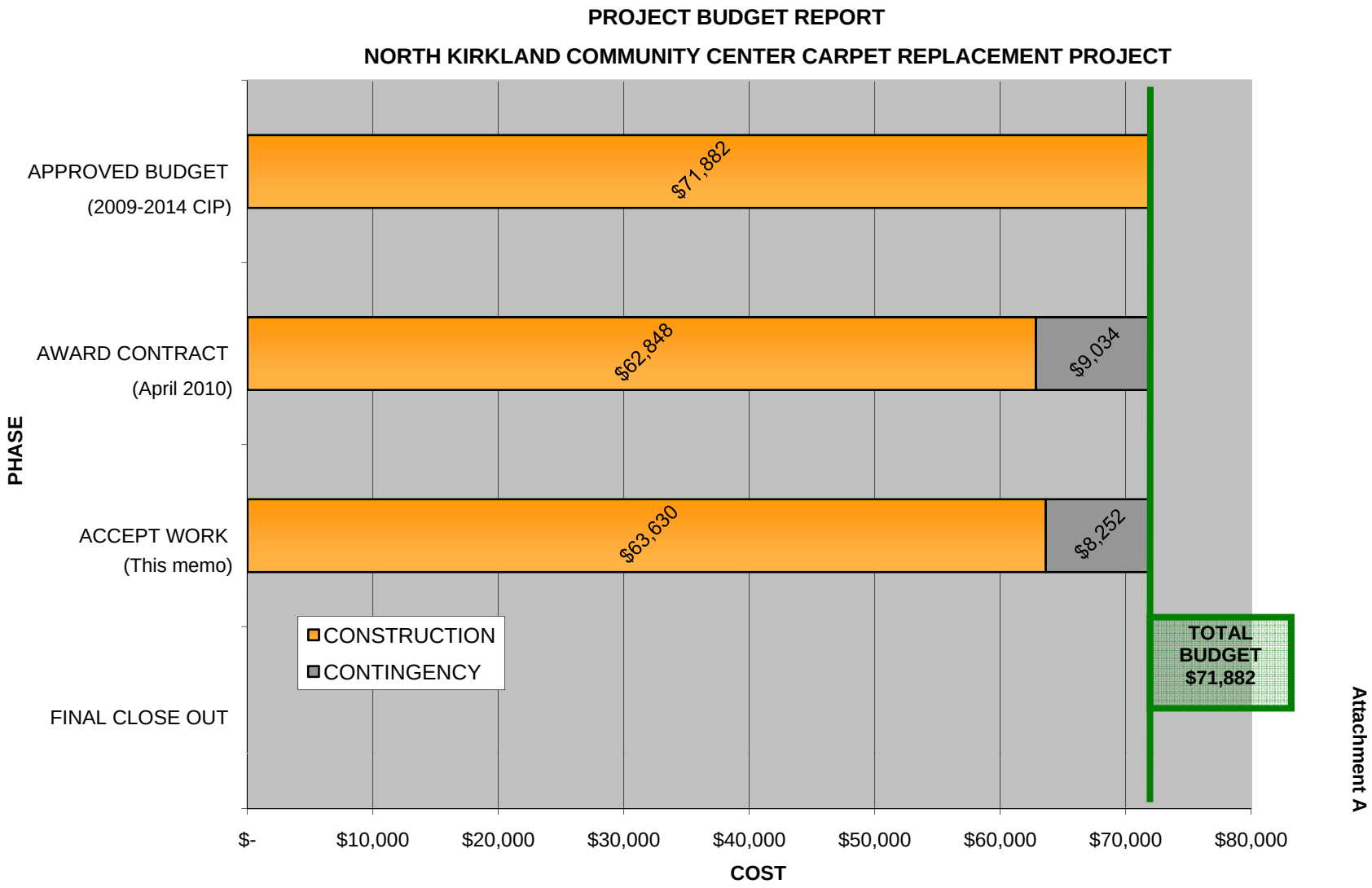
KCDA is a purchasing cooperative owned by Washington's public school districts. Their mission is to provide centralized procurement services to member school districts and public agencies to save time and money as well as comply with all legal procurement requirements.

In 2009, as part of the ongoing Lifecycle Program, carpet replacement was funded for the North Kirkland Community Center. The purpose of this project is to maintain the integrity and the aesthetic value of the North Kirkland Community Center based on the lifecycle of the building components. The work efforts include replacement of all carpet on both the upper and lower floors.

This contract with Great Floors in the amount of $62,847.74 was performed through KCDA. The majority of the work efforts for the carpet replacement work were performed during a scheduled closure from August 24-September 3, 2010. The project was deemed substantially complete on September 8, 2010.

The total amount paid to the Great Floors via KCDA was $63,630.22. A change order amending the scope of work to reduce the prep work and revise the carpet and padding material in the toddler tumbling room resulted in an increase of $782.48. The total project budget was $71,882 (Attachment B). Remaining funds of $8,251.78 will be returned to the Facilities Sinking Fund Reserve.

Attachment (1)



Attachment A

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Dave Snider, P.E., Interim Capital Projects Manager
Ray Steiger, P.E., Interim Public Works Director

Date: December 8, 2010

Subject: 2010 STREET PRESERVATION PROGRAM (PHASE I – STREET OVERLAY PROJECT) ACCEPT WORK

RECOMMENDATION
It is recommended that City Council accept the work on the 2010 Overlay Project, as completed by Watson Asphalt Paving Company of Redmond, Washington, and establish the statutory lien period.

BACKGROUND DISCUSSION
The Street Overlay Project is Phase I of the 2010 Annual Street Preservation Program. The Project maintains and rehabilitates the City's street network through subgrade repair, pavement milling, structural patching, and the application of a new wearing surface layer of asphalt on selected streets. The Project also includes the installation of new curb ramps, as required by the Americans with Disabilities Act, and replaces adjacent broken curb and sidewalk panels. The 2010 Project included five schedules of work resulting in the resurfacing of approximately six lane miles of City roadway (Attachment A). Phase II of the Annual Street Preservation Program is the Slurry Seal Project and a separate acceptance memo for that project is scheduled to be submitted for a future Council meeting agenda.

For 2010, the Street Preservation Program had an original overall budget of $2.0 million. The 2009 Emergency Sewer Program (ESP) contributed an additional $41,000 to the budget to repave streets that were impacted by the 2009 ESP Project. This work is regularly included in the Street Preservation Project in order to benefit from more competitive unit pricing for edge grinding and asphalt as a way to keep the ESP assessments as low as possible -- ESP funds were used to repave streets that were in very good to excellent condition prior to the impacts caused by the 2009 ESP. The ESP streets that were in good to poor condition, prior to the 2009 ESP, were repaved using the Street Preservation Program funds. With the ESP contribution, the total Project budget for 2010 is $2,041,000 (Attachment B).

At their regular meeting of June 15, 2010, Council awarded the 2010 Street Overlay Project to Watson Asphalt Paving Company in the amount of $1,444,139.74; construction began on June 28, 2010 and was substantially complete in November, 2010, with a total of $1,492,298.79 paid to the contractor. During the milling operations on 108th Ave NE, additional areas of damaged pavement were exposed requiring an increase in the depth of the milled surface, which resulted in one $31,880 change order. The increased milling depth also resulted in additional asphalt quantities to complete a full-depth pavement repair. As shown on the Project Budget Report (Attachment B), the Project came in under budget and it is staff's recommendation that the balance of 2010 Street Preservation Program funds be transferred to the 2011 Street Preservation Program.

For the 2010 Project, the average cost of asphalt decreased slightly to $73.91 per ton from $76.05 per ton that was paid in 2009 and $75.74 per ton that was paid in 2008 (Attachment C).

Attachments: (3)

Street Preservation Project - 2010 Overlay Plan

Vicinity Map

0 7,000 14,000 21,000
Feet

Note: Streets selected for treatment are preliminary and may or may not be resurfaced as indicated on this drawing.

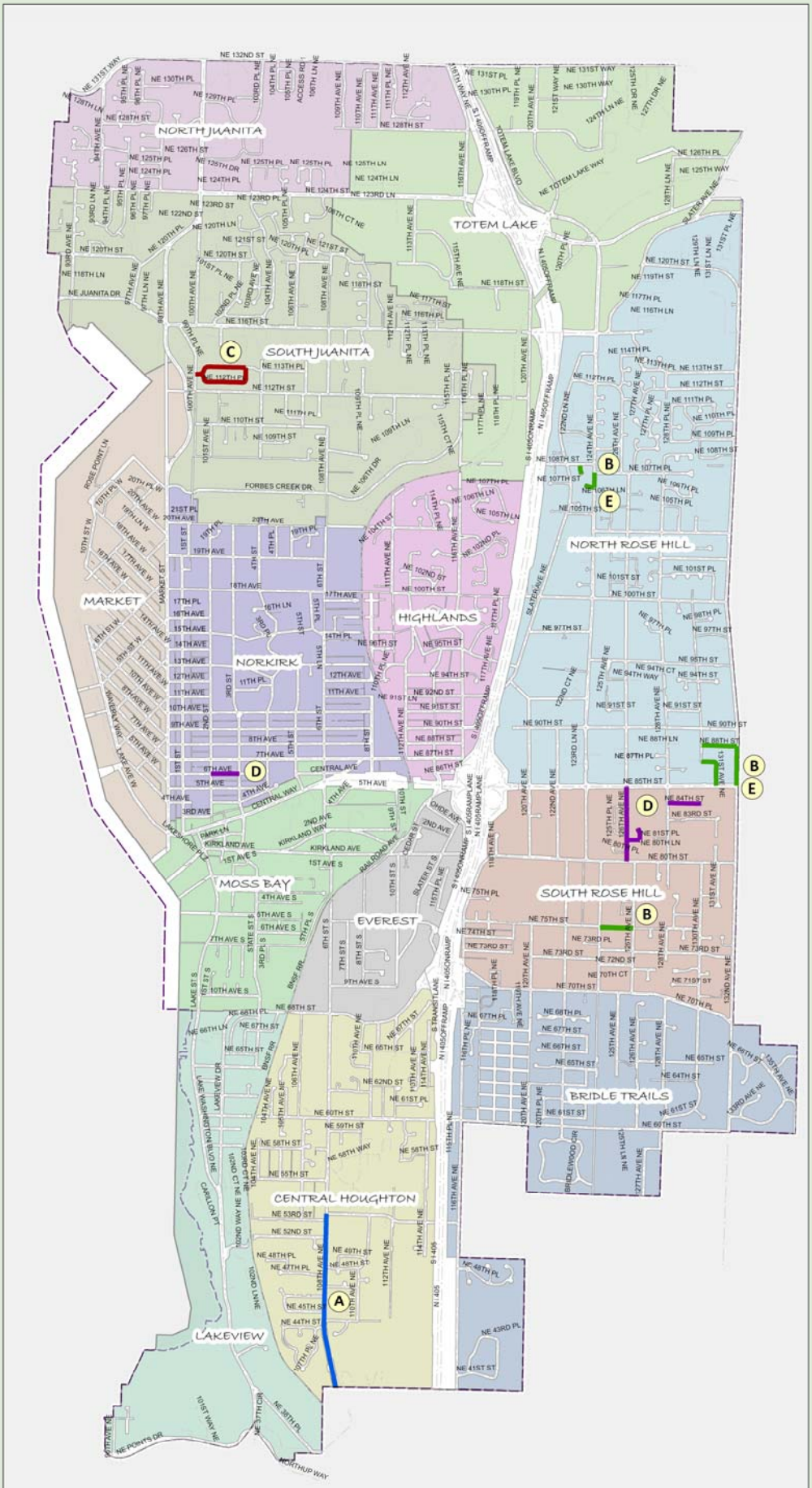
This map does not include streets to be treated with other preventative maintenance techniques (i.e. Slurry Seal, Crack Seal, etc.).

Some streets shown on this drawing will be repaved by other projects and are indicated as such with callouts.

Map Legend
Preliminary Overlay Streets
Year, Sched
- Schedule A - Base Bid
- Schedule B - Base Bid
- Schedule C - Additive
- Schedule D - Additive

Neighborhoods
- Bridle Trails
- Central Houghton
- Everest
- Highlands
- Lakeview
- Market
- Moss Bay
- Norkirk
- North Juanita
- North Rose Hill
- South Juanita
- South Rose Hill
- Totem Lake

(E) Schedule E consists of pavement repair on 132nd Ave NE and 124th Ave NE.



0 880 1,760 2,640
Feet

CITY OF KIRKLAND
DEPARTMENT OF PUBLIC WORKS

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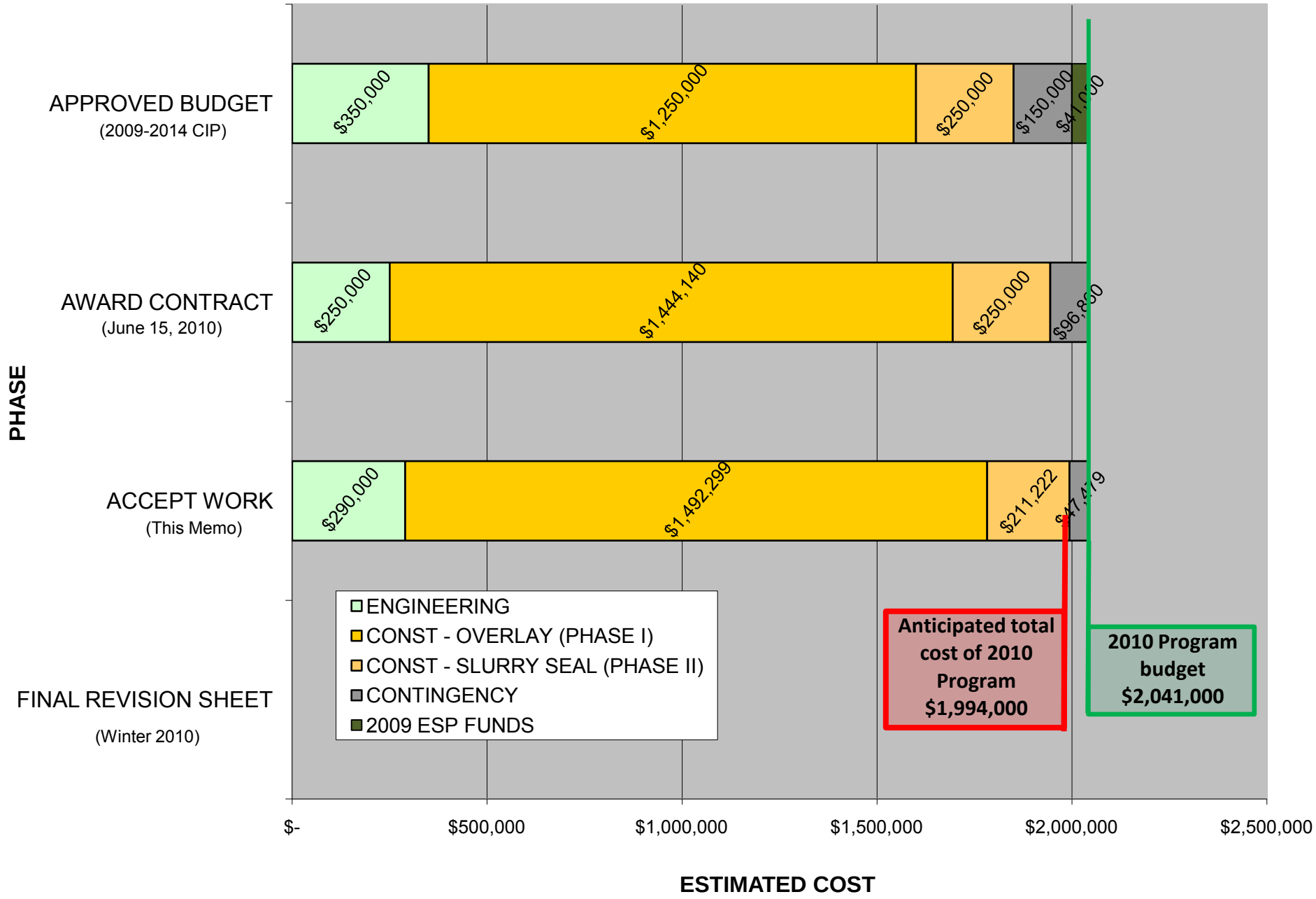
-Print Date: 6/2/2010

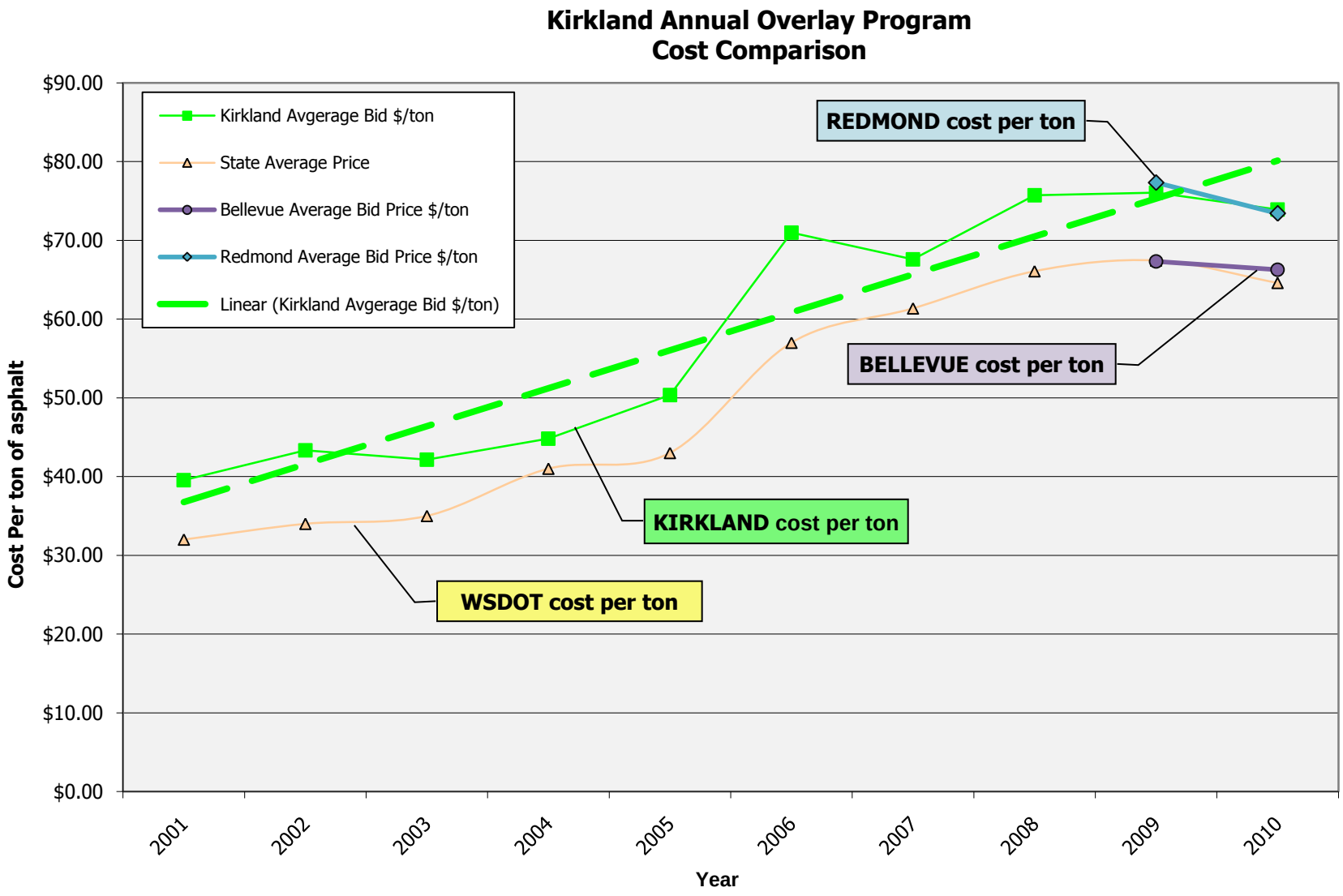
-Location: \\SRV-FILE01\Data\Pw\Street Systems\SPP_PMS\PMS\GIS\COKSPP-OL 2010 Plan.mxd

2010 STREET OVERLAY PROJECT
(ST-1006)

Project Budget Report



Attachment B



ATTACHMENT C

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: David Snider, PE, Interim Capital Projects Manager
Ray Steiger, P.E., Interim Public Works Director

Date: December 16, 2010

Subject: North Reservoir Rehabilitation / Repainting – Accept Work

RECOMMENDATION:

It is recommended that City Council accept the work on the North Reservoir Rehabilitation/Repainting Project, as constructed by Ebenal General, Inc., Bellingham, WA, and establish the statutory lien period.

BACKGROUND AND DISCUSSION:

The North Rose Hill Reservoir (tank) is a major water system facility located in Mark Twain Park (Attachment A) and is jointly owned by the Cities of Kirkland (66%) and Redmond (34%). The 14 million gallon tank was inspected in 2002 and the report indicated that there was evidence of minor rusting inside of the tank. During development of the painting specifications, members of the Joint Board (Kirkland, Redmond and Bellevue), which oversees the maintenance and operations of all joint water system facilities, recommended that a number of additional improvements be made to the tank prior to the recoating process.

NEW EXTERIOR PAINT & MURAL

The additional improvements recommended by the Joint Board include: performing seismic upgrades, installing new roof access and fall protection safety railings for maintenance personnel, improving telecommunications mounting rails for the cell vendors who pay rent for antenna space on the tank, the installation of rain gutters to help preserve the exterior coating, together with other miscellaneous welding repairs, and the repainting of the exterior of the tank including the replacement of the existing tree mural. The Joint Board's recommendations required a significantly increased budget, additional design and permitting processes, and additional time and coordination efforts. The final scope of work was subsequently incorporated into each agencies respective CIP programs; the Project exists within the City's 2009 - 2014 CIP with a total budget of $3,399,000 (Attachment B).

NEW SEISMIC ANCHOR UPGRADE

At their regular meeting of July 7, 2009, Council awarded the contract to Ebenal General in the amount of $2,465,666.25 and work began on September 8, 2009. The work was completed on October 22, 2010 and total amount paid to the contractor was $2,432,492.03, including seven change orders for $30,140; the net contract savings came as a result of reduced material quantities and one deductive change order for $15,000 that was related to City provided cell phone vendor infrastructure.

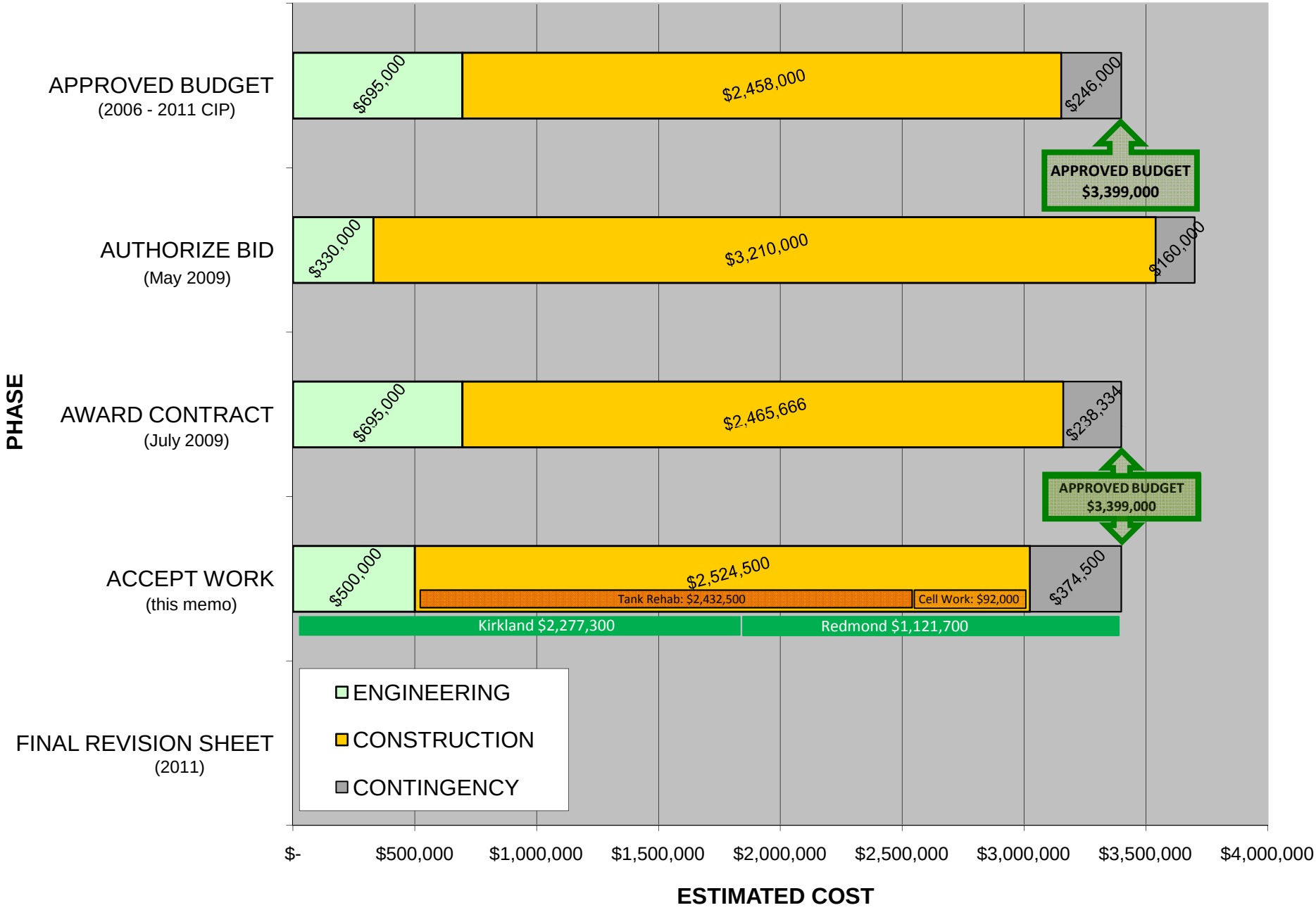
While the City's contract with Ebenal General, Inc will be complete with Council's acceptance of the work, the cell vendors and a contractor hired separately by the City for specialty work associated with new cable shrouds placed on the tank continue to perform their respective activities. The cell vendor related work is expected to be 100% complete during the first quarter of 2011.

ATTACHMENT A

Vicinity Aerial
North Reservoir Rehabilitation / Repainting
CWA 0094

NORTH RESERVOIR REHABILITATION / REPAINTING
(CWA 0094)

Project Budget Report



Attachment B

CITY OF KIRKLAND
Human Resources Department
505 Market Street Suite B, Kirkland, WA 98033 425.587.3210
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: William Kenny, Human Resources Director

Date: December 13, 2010

Subject: Ratification of the Police Support Staff Agreement 2010 -2012

RECOMMENDATION

Adopt the 2010-2012 Collective Bargaining Agreement between the City of Kirkland and Kirkland Police Support Staff.

BACKGROUND DICUSSION:

On November 19, 2010, the City of Kirkland was advised that the members of the Kirkland Police Guild, representing the Police Support Staff, voted for ratification of the 2010 – 2012 Collective Bargaining Agreement. This Agreement was the result of an extensive negotiations process between the City and the Guild.

Some highlights of the agreement are:

- Three year agreement (January 01, 2010 – December 31, 2012)
- Generally, the terms and conditions of previous agreement continue
- Corrections Officers will receive an education incentive, BA/BS 2%, Graduate Degrees 3% which is consistent with Police Commissioned
- Longevity schedule is consistent with Police Commissioned (commencing with a 1.5% incentive premium with five years of continuous service)
- Effective January 1, 2011 new City of Kirkland PPO Prime Plan and/or Group Health Medical Benefits Plans offered, consistent with other bargaining units

Members of the Negotiations Teams merit commendation for this extensive negotiation process, which occurred during challenging economic times.

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement with the Kirkland Police Guild.

Attachment: 2010 – 2012 Agreement -City of Kirkland and Kirkland Police Guild Support Staff.

2010 – 2012
Agreement

By and Between

CITY OF KIRKLAND

and
KIRKLAND POLICE GUILD
SUPPORT STAFF

2010 – 2012 Agreement

By and Between

City of Kirkland
And
Kirkland Police Officers' Guild

Support Staff

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2010 – 2012 Agreement

By and Between

City of Kirkland
And
Kirkland Police Officers' Guild

Support Staff

PREAMBLE

This Agreement is made, by and between the City of Kirkland, hereinafter referred to as the "Employer" and the Kirkland Police Officers' Guild, hereinafter referred to as the "Guild."

The purpose of the Employer and the Guild in entering into this agreement is to set forth their entire agreement with regard to wages, hours, and working conditions, so as to promote uninterrupted public service, efficient operations and harmonious relations, giving full recognition to the rights and responsibilities of the Employer and Employee.

ARTICLE 1 – DEFINITIONS

As used herein, the following terms shall be defined as follows:

"Bargaining Unit" or "Guild" shall mean all Employees represented by the Kirkland Police Officers' Guild for the classifications identified in Article 9 or new classifications as may be added consistent with Article 2.2.

"Department" shall mean the Kirkland Police Department.

"Department Head" shall mean the Chief of Police or designee.

"Employee" shall mean a person occupying a position and paid a salary or wage by the City of Kirkland who is a member of the Bargaining Unit covered by this Agreement, as defined by Article 5.2.

"Employer" or "City" shall mean the City of Kirkland.

"Health Care Provider's Statement" shall mean a written statement from a professional health care provider certifying an illness or injury, the date an Employee is anticipated as able to return to full duty or a recommendation of temporary duty with reasonable accommodation, and the Employee's ability to perform the required duties.

"Immediate family" shall be defined as persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild,

domestic partner (as defined by Employer Policy), and other persons with the approval of the City Manager, or designee.

ARTICLE 2 – RECOGNITION

2.1 RECOGNITION

The Employer recognizes the Guild as the sole and exclusive bargaining representative for all non-commissioned Employees, excluding supervisory (except those specified in Article 9), confidential, and fully Commissioned Personnel of the Employer.

2.2 NEW CLASSIFICATIONS

If new classifications are established by the Employer and added to the bargaining unit, if the duties of existing classifications are substantially changed, or if an Employee is appointed to a position substantially different than the Employee's classification, a proposed wage scale shall be assigned thereto, and the Employer shall forward the new or changed class and proposed wage to the Guild for review. The contract will then be subject to reopening for the sole purpose of negotiating a wage for the class, and only if so requested by the Guild.

If either party disagrees with the designation of a new or reclassified position, the parties recognize that the determination as to whether the position is included within the bargaining unit may be reviewed by PERC upon petition by either party or jointly. Should PERC determine the classification is to be included in the bargaining unit, the position shall be placed within the Guild salary schedule at the appropriate rate of pay and at a step arrived at by mutual agreement / negotiation. If the parties cannot reach agreement the matter will be sent to arbitration.

2.3 CONTRACT PROPOSALS

The Employer recognizes and agrees to discuss contract proposals with the members of the Guild's Executive Board or their designated representative(s) only. The Guild recognizes the City as the representative of the people of the City of Kirkland and agrees to negotiate only with the City through the negotiating agent or agents officially designated by the City Manager to act on its behalf.

The Guild will promptly notify the Human Resource Director and the Chief of Police in writing of their designated representative(s).

ARTICLE 3 - GUILD SECURITY

3.1 MEMBERSHIP

The Employer recognizes that members of the Kirkland Police Department may, at their discretion, become members of the Guild. The Guild accepts its responsibility to fairly represent all Employees in the bargaining unit regardless of membership status.

3.2 DUES DEDUCTION

The Employer, when authorized and directed by a member of the Guild in writing upon an authorization form provided by the Employer to do so, shall deduct Guild dues from the wages of an Employee.

3.2.1 Payroll Deductions – Upon written authorization from an Employee within the bargaining unit, the Employer shall deduct from the wages of that Employee the sum certified as assessments and monthly dues of the Guild and shall forward such sum to the Guild. Should any Employee not have any monies due him/her or the amount of such monies is not sufficient to satisfy the assessments, no deduction shall be made for that Employee for that month.

3.2.2 An authorization for payroll deduction may be canceled upon written notice to the Employer and the Guild before the fifteenth (15th) day of the month in which the cancellation is to become effective, subject to the provisions of this article.

3.2.3 The Guild shall indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check-off of dues for the Guild. The Guild shall refund to the Employer any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

3.2.4 Any regular Employee in a classification represented by the bargaining unit, who elects to not join the Guild within thirty (30) calendar days, shall complete an authorization form and have deducted from their pay by the Employer, as a condition of employment, a monthly service fee in the amount of monthly dues to the Guild. This service fee shall be segregated by the Guild and used on a pro-rata basis solely to defray the cost for its services in negotiating and administering this agreement. A service fee deduction for an Employee may be made only if the accrued earnings of the Employee are sufficient to cover the service fee after all other authorized payroll deductions for the Employee have been made. The Guild shall assume the liability for all check-off matters beyond the Employer responsibility to make deductions in accordance with this Article.

3.2.5 An Employee who objects to membership in the Guild on the basis of religious tenets or teachings of a church or religious body of which such Employee is a member shall inform the Employer and the Guild of the objection. The Employee shall establish with the representatives of the Guild an arrangement for contributing to a non-religious charity an amount of money equivalent to regular Guild membership dues.

3.3 BARGAINING UNIT ROSTER

The Employer shall provide the Guild with a roster of Employees covered by this Agreement on a monthly basis.

The Guild agrees to supply both the Chief and Human Resources with a current list of officers. The Employer will recognize the officers as soon as the list is received, in writing, by the Department and Human Resources.

3.4 NONDISCRIMINATION – GUILD ACTIVITY

Neither party shall discriminate against any Employee or applicant for employment because of membership in or non-membership in or activity on behalf of the Guild.

ARTICLE 4 - GUILD/EMPLOYER RELATIONS

4.1 GUILD ACCESS

The Guild's authorized staff representatives shall have access to the Employer's premises where Employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb Employees in the performance of their work during working hours.

4.2 FACILITY USE

Guild meetings may be scheduled and held on City premises. The Chief of Police or designee's approval pursuant to this section shall not be unreasonably withheld.

4.3 STEWARDS

The Guild will provide to the City names and contact numbers for all Guild stewards and update the list on an annual basis unless changes occur more frequently. The Guild will notify the City no later than five (5) calendar days from the selection of new Guild Stewards.

4.4 ORIENTATION

During the new Employee orientation process, the Employer will notify the Employee of the requirements of Article 3.1 and Guild contact information.

4.5 BULLETIN BOARDS

The City shall permit the reasonable and lawful use of bulletin boards by the Guild for the posting of notices relating to official Guild business.

4.6 CONTRACT DISTRIBUTION

The Guild will provide access to a copy of this Agreement to each new and current Employee in the unit.

4.7 NEGOTIATIONS RELEASE TIME

The Employer shall endeavor to allow a minimum of three (3) members of the Guild's negotiation committee to attend negotiation sessions during on-duty time provided, however, that operational necessities shall remain the priority and not more than two of the on-duty members shall be from any single division or workgroup, without prior authorization of the Chief or designee. Such members shall be designated by the Guild at least one (1) week in advance, where possible, and may include individuals assigned to other than day shift if the Employer determines that staffing on that shift is adequate, without the necessity of overtime (such individuals shall be considered to be transferred to day shift for the day on which the negotiations session is held).

4.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance requiring any substantial use of on-duty time, stewards or officers shall provide notice to the Chief or designee.

4.9 GUILD BUSINESS

The Chief or designee shall endeavor to allow Guild Officials time off while conducting official "duty to represent" Guild business on behalf of Employees in the bargaining unit, including grievance resolution and arbitration, provided that:

4.9.1 They notify the Employer at least forty-eight (48) hours prior to the time off, unless such notice is not reasonably possible;

4.9.2 The Employer is able to properly staff the Employees' job duties during time off; and

4.9.3 The wage cost to the Employer is no greater than the cost that would have been incurred had the Guild Official not taken time off (i.e., no overtime expenses).

ARTICLE 5 – EMPLOYMENT

5.1 PROBATIONARY PERIODS

Newly hired Employees covered by this Agreement are subject to a twelve (12) month probationary period. A probationary Employee shall be considered "at will" until successful completion of probation.

Should the represented classification require an Academy certification, the twelve (12) month period will be in addition to the period necessary to complete the Academy.

Where an unavoidable delay occurs in securing an Academy slot for a newly hired Corrections Officer, the probationary period for that Corrections Officer shall be extended by the length of that delay, up to ninety (90) calendar days. Should that delay be anticipated to go or in fact goes beyond ninety (90) calendar days from the date of hire, notice to the Guild shall be provided and expeditious bargaining of the matter will occur, upon request.

5.2 TYPES OF EMPLOYMENT

5.2.1 Regular Full-Time Employees:
A regular full time Employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time Employees are eligible to receive the standard benefit package.

5.2.2 Regular Part-Time Employees:
A regular part-time Employee typically is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. Regular Part-Time Employees are eligible to receive the standard benefit package, prorated to match the FTE percentage and adjusted by actual hours worked.

5.2.3 Temporary Employees:
A temporary Employee is hired for a specific assignment that has a duration of employment and schedule that is anticipated to work one thousand and forty (1,040) hours or more in a twelve (12) month period.

A temporary Employee is eligible for the standard benefits package, prorated to match the anticipated FTE percentage and adjusted by actual hours worked.

If a regular Employee accepts an assignment of a temporary position, that Employee will be eligible for return rights to their former position upon completion of the specific assignment or term of the temporary employment or upon twenty (20) calendar days notice from the Employer or thirty (30) calendar days notice from the Employee, whichever is earlier. Any new-hire Employee who is hired to fill the vacancy, which was created by the regular Employee accepting a temporary position, will also be hired as a temporary Employee and that Employee will cease to have employment rights upon the return of the regular Employee to the former position.

Guild membership will be required per Article 3 for represented classifications, per the terms of the Agreement. Regular Employees moving to a temporary position, as above, will become or remain Guild members, per the Agreement representing the temporary position.

After a temporary position is filled longer than two (2) years, the Employer will meet and discuss the status of the position with the Guild. If or when the position is fully funded, a temporary Employee may apply for that position.

Employees in temporary positions serve an anticipated but not guaranteed term. While a term of employment is anticipated, the assignment / project may be terminated at any time for any reason, with or without notice.

5.2.4 Seasonal Employees:
A seasonal Employee works for a specific amount of time and is not anticipated to meet or exceed one thousand and forty (1,040) accumulated hours in a twelve (12) month period. A seasonal Employee is not eligible to receive the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the Employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Guild membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.2.5 On-Call / Extra Help Employees:
An on-call / extra help Employee works in a limited, but on-going capacity. They do not have a specific end date. Their schedule may consist of an intermittent or varying schedule per week on an as needed basis, and are anticipated to work fewer than one

thousand and forty (1,040) hours within a twelve (12) month period. They are not eligible for the benefits package.

If the one thousand and forty (1,040) hour limitation is met or exceeded in any one (1) type of employment within a twelve (12) month period, the Employee will become eligible for the standard benefits package, consistent with current personnel rules. Benefits shall be prorated to match the FTE percentage, as determined by service to that point, and adjusted by actual hours worked. Guild membership will then be required per Article 3 for represented classifications, per the terms of the Agreement.

5.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to Employees covered by this Agreement. "Contractors" who are not Employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work.

5.4 STUDENTS/INTERNS/VOLUNTEERS

Student, volunteers and Internship programs may be created by the Employer provided such programs do not involve bargaining unit work. In the event the Employer seeks to have volunteers conduct bargaining unit work, it will provide notice to the Guild and, upon request, negotiate any such change.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 WORKDAY/WORKWEEK

The work week shall be composed of three (3) or more consecutive days on duty with two (2) or more consecutive days off duty and may consist of eight (8), nine (9), ten (10), or twelve (12) hour shifts, combinations thereof, or others by mutual agreement. The working hours shall be equivalent to forty (40) hours per week on an annualized basis.

A regular full-time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12:00 a.m. through Saturday 11:59 p.m.). Changes in work schedule, which may include changes in the schedule or total hours, shall be consistent with Article 6.2.

Emergency shift schedule changes -

6.1.1 The Chief of Police may temporarily adjust the existing shifts if an emergency event is deemed to hamper the effectiveness of the Police Department. Work performed outside of the Employee's regular schedule for the first seventy-two (72) hours will be compensated at time and one half. Once the emergency event is over, the Employee will return to the previous bid upon schedule.

6.1.2 If Management makes non-emergency changes in the Employee's work schedule, the Employee shall be given at least fourteen (14) calendar days notice prior to the new schedule going into effect. This does not pertain to staff in training and probationary

Employees. The Guild retains the right to bargain the impacts of such decisions, including identification of the need and the anticipated duration of the new schedule. The parties agree that such changes shall be based upon operational need and not used as a means to circumvent the shift bid process. The parties further agree that upon an end of the operational need necessitating the shift change, the Employee shall return to the shift designated in the shift bid process.

6.2 SHIFT SCHEDULES

The schedule shall be determined by bidding based upon seniority such that in the event that more than one Employee bids for a shift, it shall be awarded to the Employee with the longest unbroken service in the job classification of the position being bid, provided, however that the Chief retains the right to balance the shifts for levels of experience or operational needs in those classifications where multiple Employees in the same classification work any given shift. Bidding shall occur once a year in September for the following year.

6.2.1 Shift Openings: Within two (2) weeks of an opening on a shift, existing Employees will be given an opportunity to bid for the opening within the shift of the vacancy, provided such does not alter time-off already scheduled, consistent with Article 6.2.2.

If two (2) or more Employees bid for the same opening, seniority shall prevail. Actual movement to the new vacancy will occur as staffing and operational needs allow.

6.2.2 An Employee who voluntarily moves to a different shift upon a vacancy will need to resubmit any leave requests (vacation, holiday, comp, etc.) for leave which was previously approved, in the event there is a conflict with the previously approved leaves for that shift.

6.3 SHIFT TRADES

Shift Trades are a civil arrangement between Employees. No compensatory time or overtime is payable in conjunction with a shift trade. Shift trades shall be allowed if a request is made by the Employee and approved by the Lead or above of the Employee's division prior to the shift trade. An Employee who agrees to a shift trade and is subsequently unable to work shall obtain another Employee to fill the position. If no relief can be obtained, an equal amount of vacation and/or holiday time will be charged for the shift traded time against him or her, and may be subject to progressive discipline. If the Employer must replace the individual on an overtime basis, an amount equal to one and one-half (1 1\2) times vacation and/or holiday time will be charged against him or her. The Chief of Police or designee may waive this penalty. The Employer has no obligation to ensure or facilitate the repayment of shift trades between Employees.

6.3.1 Shift trades shall be allowed between "like positions" and are traded on a position for position basis. For purposes of this section, "like positions" shall be defined as those positions where the Employee is performing the duties the City is currently compensating them for.

6.3.2 Shift trades may be allowed as long as the trade does not result in any negative economic impact to the City and does not result in undue interference with the operations

of the City and the Police Department.

6.3.3 Shift trades are not intended to be used to routinely modify an Employee's regularly assigned shift.

6.4 REST/MEAL BREAKS

For Employees on eight (8) and ten (10) hour shifts, a work day shall include at least a paid thirty (30) minute lunch break and 2 fifteen (15) minute breaks. For Employees on twelve (12) hour shifts, a workday shall include at least 2 paid thirty (30) minute breaks.

6.5 OVERTIME

All pre-approved work performed by (a) full-time Employees in excess of the normal work day or on a day off, or (b) by regular part-time Employees in excess of forty (40) hours in any workweek, shall constitute overtime and shall be paid for at one and one-half (1 ½) times the Employee's straight time hourly rate. To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an Employee's regular rate for overtime purposes.

Premium or overtime pay in this article shall not be duplicated or pyramided.

6.5.1 All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

6.5.2 Hourly rate of pay shall be determined by dividing the annual straight time hourly rate by two thousand eighty (2080). To the basic hourly rates, certain additional payments (per the FLSA) are included to calculate an Employee's regular rate for overtime purposes.

6.5.3 Overtime premium pay is not payable when caused by a change of shift according to present practice, or special assignment, such as out-of-city training.

6.5.4 Overtime compensation will be made on shifts worked during Daylight Savings Time changes.

6.5.5 Minimum Overtime – Call-Back, Court Appearances, BAC Hearings:
In the event that overtime, which has been specifically pre-approved by Command Staff, is not an extension at the beginning or end of a normal shift, the Employee shall be paid at the rate of one and one-half (1 1\2) times their straight time hourly rate for the actual time worked with a minimum of three (3) hours, consistent with Article 10.2. Court hearings, as well as BAC hearings, shall be considered, upon notification, as specifically pre approved by Command Staff. It will be mandatory for an Employee to respond to work if so directed by Command Staff or the shift Supervisor.

6.6 COMPENSATORY TIME

6.6.1 Compensatory time will be granted at the Employee's request, at the time of authorizing the overtime, in lieu of overtime pay. Absent Employee request, overtime shall be paid rather than compensatory time granted.

Overtime shall be compensated or compensatory time awarded at the rate of one and one-half (1½) times the Employee's regular rate of pay or in the case of Call-back a minimum of three (3) hours of overtime or compensatory time shall be granted.

Should an Employee be ordered / "mandatoried" to work overtime, the Employee may make an election within the pay period for either compensatory time to be awarded or for the overtime to be paid.

An Employee may only accrue compensatory time up to a maximum balance of sixty (60) hours.

6.6.2 Compensatory time, accrued in lieu of cash compensation for overtime hours worked, shall be paid out on an annual basis, on the first pay day following November 1st, for all hours earned through October 31st.

6.7 MINIMUM STAFFING

6.7. 1 Minimum staffing for the Records Division between the hours of 9 a.m. to 3 p.m. shall be two (2). Minimum staffing for Corrections shall be two (2) per shift.

ARTICLE 7 – EMPLOYMENT PRACTICES

7.1 NONDISCRIMINATION

The Guild and the Employer agree to provide equal opportunity as to the provisions of this Agreement to all their members and Employees. Neither the Employer nor the Guild shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, veteran status, sexual orientation or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

7.2 JOB POSTING

When any position becomes vacant, the Employer will make every reasonable effort to fill it as soon as possible.

7.3 PROMOTIONS

When a new position is created or a vacancy occurs, the Employer shall select the most qualified candidate to fill the position, consistent with Article 8.2.1. At the discretion of the Employer, outside recruitment and selection may take place. When an Employee applies and is not selected for a vacancy, he/she will receive notification.

7.4 JOB SHARE

No language.

7.5 PERSONNEL FILES

Personnel Files – The City Human Resources Division will retain the permanent personnel file. The Police Department shall maintain only one working personnel file for each Employee.

Supervisory notes - This does not preclude a Supervisor from maintaining notes regarding an Employee's performance for purposes of formulating evaluation and performance appraisal or the Department from maintaining separate computerized records relating to training, promotion, assignment, or similar data.

Information related to medical, psychological, background check information and grievance records shall be maintained in separate files.

Employees shall have access to their personnel file with reasonable frequency. Upon request, access shall be provided within a maximum of four (4) working days. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file.

Upon receiving a request for all or part of a personnel file from any third party, the affected Employee shall be notified of the request, and the information shall not be released for a period of three (3) business days from the time of said notification, except as part of an investigation being conducted by another law enforcement agency, the disclosure of which is necessary for effective law enforcement. Upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release or as otherwise required by law, the Employee shall be notified of the request and release will be made as required by law or as above. The City Attorney will advise the Department in all matters pertaining to the release of information contained in a personnel file.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file, which, together with the action, will be retained with the action in the personnel file.

<u>Personnel Records Retention:</u>

Records of disciplinary action may be retained in an Employee's personnel file for a period of not more than seven (7) years. After seven (7) years has elapsed, the Employee may request in writing the removal of such records which shall be granted unless the Employee's personnel record indicates a pattern of similar types of discipline, in which case, all such records may be retained until an additional period of two (2) years has elapsed, during which there has been no further disciplinary action for the same or similar behavior. After two (2) years has elapsed, the Employee may request in writing removal of the record of disciplinary action.

Records retained in an Employee's Department personnel file longer than provided in this section shall not be admissible in any proceedings concerning disciplinary action, provided that the parties retain the right to introduce evidence regarding prior discipline of other Employees for the purpose of establishing the consistency or non-consistency of discipline imposed in a case subject to a disciplinary appeal.

7.6 EVALUATIONS

The purpose of evaluation is to help an Employee to be successful in performance and to understand the standards and goals of their position and their Department. The evaluation will assess and focus on the Employee's accomplishment of their job functions and the goals and standards of the position. Where the Employee does not meet the above, a plan for correction, training or support should be developed with the Employee.

Evaluation may occur in two forms:

7.6.1 All regular Employees should be formally evaluated in writing by their immediate Supervisor and/or Department head or designee during the probationary or trial service period and at least annually (at date of hire or a common date) thereafter.

7.6.2 Additionally, evaluation of job performance may occur at any time and on an ongoing basis. Evaluation may occur in various ways and may include coaching, counseling or written assessment.

The evaluation process shall also include a review of the current job description.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 7.8.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the Employee's personnel file.

7.7 BILL OF RIGHTS

All Employees within the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers Bill of Rights." The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Of these contacts come many questions concerning the actions of members of the force. These questions often require an immediate investigation by superior officers designated by the Chief of Police. In an effort to ensure that these investigations are conducted in a manner, which is conducive to good order and discipline, the following guidelines are promulgated:

7.7.1 Employees shall be informed in writing, of the nature of the investigation, the right to request Guild representation, and whether they are a witness or a subject of the investigation before any interview of the Employee commences. In investigations other than criminal, this will include the name, address, and other information necessary to reasonably apprise them of the allegations of such complaint.

An Employee who is identified as a subject of the investigation, shall be advised in writing a minimum of forty-eight (48) hours prior to the time of the interview, if the interviewer either knows or reasonably should know that the questioning concerns a matter that could lead to criminal charges or misconduct that could be grounds for

termination. Employees who are given a forty-eight (48) hour notification may waive that delay by signing a written waiver form, provided that the Employee either has Guild representation or waives the right to such representation in writing.

7.7.2 Any interview of an Employee shall be at a reasonable hour, preferably when the Employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

7.7.3 The interview, which shall not violate the Employee's constitutional rights, shall take place at the Kirkland Police Station facility, except where impractical. The Employee shall be afforded the opportunity and facilities to contact and consult privately with an attorney of the Employee's own choosing and/or a representative of the Guild. Said attorney and/or representative of the Guild may be present during the interview but shall not participate in the interview except to counsel the Employee, provided that the Guild representative or attorney may participate to the extent permitted by law.

7.7.4 The questioning shall not be overly long, and the Employee shall be entitled to such reasonable intermissions as they shall request for personal necessities, meals, telephone calls, and rest periods.

7.7.5 The Employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain their resignation, nor shall they be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

7.7.6 It shall be unlawful for the City to require any Employee covered by this agreement to take or be subjected to any polygraph or any polygraph type of examination as the condition of continued or continuous employment or to avoid any threatened disciplinary action.

7.7.7 By mutual agreement, the interview shall be recorded on tape. One copy shall be provided to the Guild representative or Employee. There shall be no "off-the record" questions. Within seven (7) calendar days of the completion of the investigation, and no later than three (3) calendar days prior to a pre-disciplinary hearing, the Employee shall be advised of the results of the investigation and the recommended disposition and shall be furnished a complete copy of the investigation report, provided that the Employer is not required to release statements made by persons requesting confidentiality where the request was initiated by such persons and provided further that such confidential statements may not be relied upon to form the basis of discipline. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of the interview.

7.7.8 Use of Deadly Force Situations: When an Employee, whether on or off duty, uses deadly force which results in the injury or death of a person, or discharges a firearm in

which no injury occurs, the Employee shall not be required to make a written or recorded statement for twenty-four (24) hours after the incident except that immediately following the incident the Employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected Employee may waive the requirement to wait twenty-four (24) hours. The Department and the Guild shall mutually agree on designated peer support counselors.

7.7.9 Medical or Psychological Examinations: When there is reasonable suspicion to believe that an Employee is medically or psychologically unfit to perform his/her duties, the Employer may require the Employee to undergo a medical or psychological examination in accordance with current standards as may be established by the Washington Association of Sheriffs and Police Chiefs, the International Association of Chiefs of Police, and the Americans with Disabilities Act, and other applicable State or Federal laws. Consultations with the City's Employee Assistance Program are not considered medical or psychological examinations.

7.8 DISCIPLINE/CORRECTIVE ACTION

No Employee shall, by reason of his employment, be deprived of any rights or freedoms, which are afforded to other citizens of the United States by the State and Federal Constitutions and Washington law.

No Employee shall be compelled by the City to give self-incriminating information, either verbal or written, during any criminal investigation when such investigation involves allegations against the Employee nor in any internal investigation which could lead to a criminal charge against the Employee. Any refusal by an Employee to give self-incriminating information under these conditions will not result in the Employee's termination, suspension, reprimand, transfer, or any other form of disciplinary action by the City.

The Employer agrees to act in good faith in the discipline, dismissal or demotion of any regular Employee and any such discipline, dismissal or demotion shall be made only for just cause.

The parties recognize that just cause requires progressive discipline. Progressive discipline may include:

- oral reprimands, which will be documented;
- written reprimands;
- disciplinary transfer;
- suspension with or without pay;
- demotion; or
- discharge.

The intent of progressive discipline is to assist the Employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem.

All disciplinary actions shall be clearly identified as such in writing. The Employee will be requested to sign the disciplinary action. The Employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline. Employees shall have the right to provide a written response to any written disciplinary action to be included in the personnel file, which, together with the action, will be retained in the personnel file, for so long as the disciplinary action is retained.

A copy of all disciplinary notices shall be provided to the Employee before such material is placed in their personnel file. Employees disciplined or discharged shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Employer will notify the Guild in writing within three (3) working days after any notice of discharge. The failure to provide such notice shall not affect such discharge but will extend the period within which the affected Employee may file a grievance.

The Employer recognizes the right of an Employee who reasonably believes that an investigatory interview with a Supervisor may result in discipline to request the presence of a Guild representative at such an interview, provided such is neither a material witness nor the subject of the investigation. Upon request, the Employee shall be afforded a Guild representative. The Employer will delay the interview for a reasonable period of time in order to allow a Guild representative an opportunity to attend. If a Guild representative is not available or delay is not reasonable, the Employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a determination meeting prior to any disciplinary action (except oral reprimands). The Employer must provide a notice and statement in writing to the Employee identifying the performance violations or misconduct alleged, a copy of the investigative file as per Article 7.7.7, and a finding of fact and the reasons for the proposed action. The Employee shall be given an opportunity to respond to the charges in a meeting with the Employer, and shall have the right to Guild representation during that meeting, upon request. (Loudermill rights)

The Employer shall endeavor to correct Employee errors or misjudgments in private, with appropriate Guild representation if requested by the Employee.

Discipline shall be subject to the grievance procedure in this Agreement as to whether or not such action as to any post-probationary Employee was for just cause.

ARTICLE 8 – SENIORITY

8.1 DEFINITIONS

Seniority shall be established upon appointment to a regular, full-time or part-time budgeted position within the bargaining unit.

Bargaining Unit Seniority: the total length of continuous calendar-based service with the Employer and in the bargaining unit.

Employer Seniority: the total length of continuous calendar-based service with the Employer.

Classification Seniority: the total length of continuous calendar-based service within a position and employment type represented by the bargaining unit. Classification seniority shall include all time at a higher ranked classification, for which the Employee does not have continuing job rights.

No seniority shall be established while an employee is employed in a Temporary, Seasonal or On-Call position. Time in service in a Temporary or benefitted Seasonal / On-Call position shall count for leave accrual or step movement purposes only. A Temporary employee or a Regular employee in a Temporary position who is hired without a break in service directly into a Regular position in the same classification shall be credited for classification seniority from the date of hire into that classification.

Consistent with Article 14.5, the Employer shall adjust the Employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the Employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA, L&I or military leave adjusted for periods of up to six (6) months (or as otherwise required by USERRA).

No seniority shall be established while an Employee is employed in a seasonal or on-call position.

8.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where Employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

8.2.1 Postings / promotions

In regard to job postings, promotion and reassignment, "qualifications" and/or "ability" will be the primary consideration, with seniority determinative where Employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the Department.

8.2.2 Layoffs

Total classification seniority shall determine who is to be laid off within the selected classification (affected group). The least senior regular Employee(s) within the classification shall be the affected Employee(s). In the event of two Employees having the same classification seniority, bargaining unit seniority shall be determinative. In the event of two (2) Employees having the same bargaining unit seniority, Employer seniority shall be determinative.

8.2.3 Bumping

As to bumping, the Employee's "competence" and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority. Competence / Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

8.2.4 Recall

Seniority shall be determinative in the identification of which Employee is to be recalled, when there are more than one (1) who is qualified and/or have previously performed a position. In the event that an Employee is being recalled to a new position, the Employee's qualification and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority, consistent with Article 8.2.3.

8.3 PROBATIONARY PERIOD

Upon successful completion of the probationary period, the Employer Seniority of the Employee shall be established as the initial date of hire including the service during the probationary period. Department seniority shall then be based on continuous service with the Department.

8.4 LOSS OF SENIORITY

An Employee will lose seniority rights by and/or upon:

8.4.1 Resignation.

8.4.2 Discharge.

8.4.3 Retirement.

8.4.4 Layoff / Recall list of more than fourteen (14) consecutive months, consistent with Article 8.15.

8.4.5 Medical Reinstatement / Recall list of more than twenty-four (24) consecutive months, consistent with Article 8.15.

8.4.6 Failure to respond to an offer of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority, shall be deemed a newly-hired Employee for all purposes under this Agreement, except if an Employee is recalled consistent with Article 8.15 and the time-lines therein, they shall regain the seniority that they had as of their last date of employment.

8.5 LAYOFFS

A layoff is identified as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs within the Employer or within a job classification covered by this Agreement. A reduction in force in classification may

occur for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected Department.

Total Classification seniority shall determine who is to be laid off within the selected classification. Bumping rights are determined by bargaining unit seniority, consistent with Article 8.2.

For purposes of this article, layoff is further identified as any reduction in hours which results in a regular position being less than their budgeted FTE.

8.6 NOTICE

The Guild shall be notified of all proposed layoffs and of positions to which laid off Employees may be eligible to bump through the attachment of a current seniority list.

Employees affected / being laid off shall be given written notice of such layoff thirty (30) calendar days prior to the layoff if possible. In no event shall written notice of layoff be less than fourteen (14) calendar days. If the Employer does not provide fourteen (14) calendar days written notice, the Employer shall compensate the Employee at his or her normal rate of pay for the time between the last day of work and fourteen (14) calendar from the date the Employee receives the notice of layoff, in addition to any other compensation due the Employee.

The Employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of their intention to exercise bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the Employee least senior or the Employee choosing not to bump shall be the person laid off. Only one (1) thirty (30) day notice of layoff is required, irrespective of the number of bumps.

An Employee desiring to exercise bumping rights must do so by delivering written notice to the Employer within five (5) working days of receipt of notice of layoff. The written notice must state the proposed position to be bumped and contain a statement of the Employee's qualifications for that position. Within five (5) working days of receipt of the Employee's notice to exercise the bumping rights, the Employer shall communicate the decision to the Employee as to whether the Employee meets the qualifications for the position the Employee has chosen to bump.

8.7 MEETING WITH GUILD

The Guild shall also be notified in writing of any reduction in hours proposed by the Employer, including the purpose, scope, and duration of the proposed reduction.

Upon the Guild's request, the Employer and the Guild shall meet promptly during the first two (2) weeks of the notice period identified in Article 8.6 to discuss the reasons and the time-lines for the layoff and to review any suggestions concerning possible alternatives to layoff. Guild concerns shall be considered by the Employer prior to implementation of any reduction in hours. This procedure shall not preclude the Employer from providing notice to Employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Guild of the proposed request.

8.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

8.8.1 Affected Employees

The Employer shall first determine by job classification the number of Employees or FTEs to be affected by the layoff. The Employee(s) holding such FTEs, which are subject to layoff, shall be the "affected Employee(s)."

The least senior Employee within the affected job classification shall be selected for layoff, consistent with Article 8.2.2. The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

In cases where seniority within a job classification is equal, bargaining unit seniority will be the determining factor. In the event this is also equal, Employer seniority will control. If all of the seniorities are equal, then the Department shall make the final decision based on performance and job skills.

8.8.2 Volunteers

Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those Employees who work within the same job classification as the affected Employees. If there are more volunteers than affected Employees, volunteers will be chosen by bargaining unit seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification, the remaining affected Employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 8.13.

8.8.3 Probationary Employees

If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected Employee is an initial probationary Employee, then that Employee shall be laid off and is ineligible to select among layoff options.

8.9 VACANT POSITIONS

Positions will be filled in accordance with Article 8.2 and other sections of this Article.

Within the bargaining unit and the Department, affected Employees and Employees on the recall list shall be given first opportunity for vacant bargaining unit positions for which they are qualified prior to outside hiring by the Employer, consistent with Article 8.13.1. Within other departments, affected Employees will be given consideration for vacant positions for which they are qualified.

8.10 SENIORITY LIST
The Employer shall update the seniority list and provide it to the Guild monthly, consistent with Article 3.3. If a layoff is announced, a current ranked seniority list including job classifications, names, job locations, and FTE or hours per week shall be provided to the Guild and posted in the affected Department.

8.11 ORDER OF LAYOFF
The least senior Employee (by classification seniority) within the affected job classification shall be selected for layoff. No regular Employee shall be laid off while another Employee in the same classification within the Department is employed on a probationary basis.

8.12 COMPARABLE EMPLOYMENT
For purposes of this Article, "comparable employment," "comparable position" or vacancy shall be defined to include a position which has the same salary pay range and, additionally, the educational and experience qualifications, FTE and work-week are substantially similar.

8.13 LAYOFF OPTIONS
Affected Employees who have completed their probationary period shall have the following options:

8.13.1 Assume a Vacant Position

On a bargaining unit seniority basis, to assume a vacant position in the same Department and bargaining unit, for which they are qualified. On a bargaining unit seniority basis, the Employee shall also be considered for available job openings within the Employer for which the Employee is qualified.

8.13.2 Bump
Laid off Employees, including bumped Employees, shall be allowed to bump less senior Employees (by bargaining unit seniority) within their Department in lower classifications and are still competent to perform the work of the classification.

Part-time regular Employees shall have the option of remaining in the reduced position (if above the twenty (20) hour threshold) or bumping to a lower classification, if competent as defined in Article 8.2.3. Competent shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the Employer.

An Employee who has bumped shall move to the highest step of the new range that does not exceed their current salary.

If there is no Employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The Employee who is bumped by the affected Employee shall have the same rights under this Article.

8.13.3 Recall
If the affected Employee elects not to take a vacant position or elects not to bump, then that Employee will be placed on the recall list and will be eligible for recall under Article 8.15.

Nothing contained in this layoff section shall be construed as requiring the Employer to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

Employees bumping to another position shall retain their old anniversary date for purposes of step increases. Persons recalled to the same salary range shall be placed in their former step and time in step.

8.14 REDUCTION HOURS/FTE

An Employee will not be subject to an involuntary reduction in their FTE (i.e. less than full-time) absent notice and negotiation of the matter with the Guild. If the reduction results in hours less than their budgeted FTE, it will be considered a layoff and the affected Employee shall have either the right to bump or go onto the recall list.

8.15 RECALL

Any reference to recall rights and recall lists pertains to both those Employees who are laid off or on medical reinstatement, as below:

An Employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of their layoff.

An Employee who is placed on the medical reinstatement list shall be entitled to recall rights for a period of twenty-four (24) months from the Employee's last date of employment. Recall under this provision requires that the individual has been certified as fit for duty or fit for duty with reasonable accommodation by a medical health care provider statement. The Department may, at its own expense, request a second opinion by another health care provider(s) or panel. Should the Employee be certified as fit for duty, that Employee shall then be considered as laid-off and the provisions of Article 8.17 shall apply. Should that certification occur during the last six (6) months of the twenty-four (24) month period, that Employee shall be entitled to recall for a period of six (6) months from the date of that certification.

Employees recalled after the initial fourteen (14) month period shall be subject to the background check process.

If a vacancy occurs in a position, Employees on the recall list shall be notified of such vacancies at the Employee's address on file with the Human Resources Department. The vacancy will be filled, in accordance with seniority, among current Employees and those on the recall list. If Employees on the recall list elect not to accept an offer to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall,

they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If Employees on the recall list elect not to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any Employee remains on the recall list, the Employer shall not newly employ by hiring persons into the affected bargaining unit classification(s), within their Department, until all qualified Employees holding recall rights to that affected classification have been offered recall.

8.16 VACATION & LEAVE CASH OUTS/PAY

Upon separation of employment, an Employee shall be paid for all unused, earned vacation leave, holiday leave and compensatory time, to the extent of established maximums. Sick leave balances at the date of layoff shall be restored upon re-employment with the Employer from the recall list. No sick leave shall accrue during the period of time on the recall list / layoff.

8.17 UNEMPLOYMENT CLAIMS

If laid off Employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the Employee was laid off.

ARTICLE 9 – WAGES

9.1 WAGE SCHEDULE

The monthly salaries for Employees and classifications covered by this Agreement are located in Appendix A. The salary schedule reflects both the COLA and market adjustments agreed to by the parties for 2011.

9.1.1 COLA Adjustments

9.1.1.1 Effective January 01, 2010, the monthly rates of pay shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index – June to June - (no minimum and no maximum). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

9.1.1.2 Effective January 01, 2011, the monthly rates of pay shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index - June to June - (no minimum and no maximum). The Index used shall be CPI-W.

9.1.1.3 Effective January 01, 2012, the monthly rates of pay shall be increased by one hundred (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index -June to June - (no minimum and no maximum). The Index used shall be CPI-W.

For all retroactive amounts, the Employer shall, within thirty days of signature of this Agreement, make all appropriate salary adjustments for the next regular pay period.

9.1.2 2011 Salary Schedule:

2011 Salary Schedule: Job Title	Step A (0-6m)	Step B (7-12m)	Step C (13-24m)	Step D (25-36m)	Step E (37-48m)	Step F (49-60m)	Step G (61m +)
Police Analyst	4,758	4,901	5,038	5,317	5,602	5,768	5,940
PSA Supervisor					4,717	4,857	5,003
Corrections Officer	3,811	3,926	4,035	4,258	4,488	4,620	4,758
Police Support Associate	3,477	3,581	3,681	3,884	4,093	4,214	4,340
Parking Enforcement Officer	3,219	3,315	3,408	3,597	3,789	3,901	4,018
Admin Support Associate	3,370	3,471	3,569	3,767	3,968	4,086	4,208
Admin Assistant	4,008	4,128	4,242	4,477	4,717	4,857	5,003
Family/Youth Advocate	4,344	4,474	4,599	4,854	5,114	5,266	5,423
Evidence Technician	3,684	3,794	3,900	4,116	4,337	4,465	4,599
Corrections Corporal	4,186	4,311	4,431	4,677	4,928	5,074	5,226

9.2 HIRE-IN RATES

Lateral Entry: Typically, upon hire an Employee will start at Step A of the salary range and progress through the steps according to the time in service as noted in the salary schedule. However, for some situations, such as an applicant possessing extraordinary qualifications or for certain positions that are significantly "market driven", the Chief of Police may elect to take a more competitive salary posture. In those instances, the Chief of Police may approve a starting salary up to Step D of the salary range. A hiring offer above Step D shall require justification to the Human Resources Director and approval by the City Manager.

9.3 SPECIALTY PAY

9.3.1 An accreditation premium of one percent (1%) shall be paid on the paycheck of the 23rd of the month. The premium pay shall be pro-rated for any portion of a month worked.

9.3.2 Field Training Officer: State Certified Field Training Officers shall receive one-half (1/2) hour of overtime for each day engaged in active training.

9.4 LONGEVITY

Longevity shall be paid based on the following schedule:

Years of Service	Monthly Premium
5-10 years	1.5%
11-15 years	3.0%

16-19 years	5.0%
20 years or more	6.0%

9.5 OUT OF CLASS PAY

Out of Class: In the event an Employee works in a higher classification than that to which they are regularly assigned, the Employee shall be paid at the equivalent pay step of the higher classification for the period worked, provided such work exceeds two (2) hours or more during a workday. This Article shall not apply to on-the-job training under the direction of an instructor/trainer or maintenance of proficiency.

9.6 SHIFT DIFFERENTIAL

No language

9.7 EDUCATION INCENTIVE

Corrections Officers with a BA/BS degree and higher from an accredited institution will be eligible for an educational/performance incentive, as set forth below:

Education / Performance Premium

BA/BS Degree	**2.0%**
Graduate Degree	**3.0%**

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the department time-keeper in order to be eligible for the Incentive. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification and paid in the same manner, but on alternate pay periods, as the Longevity pay described in Article 9.4.

ARTICLE 10 – OTHER COMPENSATION

10.1 STANDBY PAY

Employees specifically pre-approved by Command Staff to be ready reserve for a specific period of time shall be paid at the overtime rate for actual time worked. Standby shall not be subject to a three (3) hour minimum.

10.2 CALL-BACK PAY

All Employees will respond to call-outs unless extenuating circumstances such as illness or other incapacitation prevent the Employee from responding.

Full-time Employees who are called back to work after leaving the job site shall receive a minimum of three (3) hours' pay at the overtime rate.

10.3 MILEAGE REIMBURSEMENT

All bargaining unit Employees who are required to use their own vehicles for Employer business shall be reimbursed at the mileage rate set by the current policy for all miles driven on such business.

10.4 CLOTHING AND EQUIPMENT

The Employer shall continue to provide necessary uniforms and equipment. In addition, the Employer agrees to replace or repair equipment or clothing belonging to the Employee which is damaged in the line of duty, including watches up to seventy-five dollar ($75.00) in value. Equipment or clothing shall be construed to mean items owned by the Employee which are required to perform their duties. To be considered for repair or replacement, equipment or clothing damaged in the line of duty must be submitted to the officer in charge of that shift on the day of occurrence. A written report must also be submitted with the damaged items.

10.4.1 Uniform Cleaning: The Employer shall provide for the cleaning of uniforms for Employees.

10.4.2 Corrections Officers, Evidence Techs and Parking Enforcement Officers will be provided with a choice of standard issue uniform footwear by the Employer from the City's designated vendor. Footwear will be replaced a maximum of once per calendar year.

ARTICLE 11 – HOLIDAYS

11.1 HOLIDAYS

Regular Employees shall be granted the following holidays and other such days as the City Council may fix, without a reduction in pay. Other types of employment shall receive the following holidays, consistent with Article 5.2:

	Holiday	Observed
1.	New Year's Day	January 1
2.	Martin Luther King Day	Third Monday in January
3.	President's Day	Third Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veteran's Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Day after Thanksgiving	Fourth Friday in November
10.	Christmas Day	December 25
11.	One Floating Holiday	At Employee's choice
12.	One Floating Holiday	At Employee's choice

Support Staff Employees working eight (8) hour shifts shall be granted ninety-six (96) hours in lieu of the above holidays. Support Staff Employees working ten (10) and twelve (12) hour shifts amounting to a forty (40) hour week shall be granted one hundred and twenty (120) hours in lieu of the above holidays. Holiday hours must be used within twelve (12) months of the holiday hours earned. Employees assigned to work within the Corrections facility shall accrue all hours granted to them on January 1st of each year, subject to the requirement that an Employee within one of these work groups shall pay back any unused hours for holidays that

have yet to occur in a given year should they separate from employment prior to the end of the calendar year. A conversion will be done of the holiday hours should an Employee move from one shift to another.

Holiday Time will be approved by the Supervisor, with the approval of the Lieutenant, at a time of the Employee's choice that will not cause undue interference with the operations of the City and Police Department. An Employee desiring to claim accrued holiday leave must first procure the approval of their respective Supervisor and Lieutenant, and such request shall be approved or denied within seven (7) days of the request. Leave requests must be written, signed, dated, and submitted to the Employee's Supervisor. Leave requests shall be considered on a first-come, first-served basis, provided that requests for leave ending more than twelve (12) months following the date of submission will not be considered.

Non-essential personnel covered by this agreement shall be permitted to go to zero staffing after 12:00 p.m. on Christmas Eve under this article.

All other Support Staff personnel shall observe the above holidays unless authorization to work is obtained from or required by the Employee's Supervisor.

Once scheduled, the City will strive to avoid cancellation of holiday leave except in cases of emergencies.

11.2 HOLIDAY ELIGIBILITY

An Employee must be employed for six (6) consecutive months in order to be eligible for a Floating Holiday. In selecting a Floating Holiday, the Employee's choice will be granted, provided that prior approval is given by the immediate Supervisor or the Division Commander. A Floating Holiday must be taken during the calendar year, or entitlement to the day will be forfeited.

11.3 HOLIDAY OBSERVANCE

Employees will observe the Holiday on the day the City observes the respective Holiday indicated in Article 11.1 as "Observed." Corrections will observe the Holiday on the date of the actual Holiday.

11.4 HOLIDAY ON DAY OFF

When the Holiday falls upon the Employee's day off, the Holiday shall be banked and used on a regularly scheduled workday mutually agreeable to the Employee and the Employer.

11.5 HOLIDAY COMPENSATION

Employees who are assigned to work on the Holidays (designated as the date "Observed,", excluding Floating Holidays **,** shall be eligible for-compensation at one and one-half (1 ½) times the Employee's hourly rate for the number of hours actually worked on the specified holiday. Corrections will apply this Article to hours actually worked on the date of the actual Holiday, consistent with Article 11.3.

11.5.1 An Employee, who gives fourteen (14) calendar days notice and terminates for any reason other than discharge for cause is entitled to compensation for all unused accrued holidays and shall be compensated for such days on the final paycheck. The time limit of the resignation may be waived at the discretion of the Chief of Police. Pay in lieu of unused holiday shall be forfeited if fourteen (14) calendar days written notice is not provided or waived.

ARTICLE 12 – VACATION

12.1 VACATION ACCRUAL

Each regular full-time Employee shall accrue vacation leave at the rate of one –twelfth (1/12) of annual vacation per month of service, based on the following schedule:

Years of Employment	Annual Vacation (Working Hours)
1st year of employment	104 hours
2 – 3 – 4 years	104 hours
5 – 6 – 7 years	128 hours
8 – 9 – 10 years	136 hours
11 – 12 – 13 years	144 hours
14 – 15 – 16 years	160 hours
17 – 18 – 19 years	176 hours
20th year and beyond	192 hours

The vacation schedule herein adopted shall be used in determination of vacation leave accrual as to each Employee commencing with his/her anniversary date.

Taking leave without pay in any month shall result in prorated vacation accruals for that month, calculated upon actual hours worked as a percentage of the total hours of the pay period.

Vacation leave shall not be accumulated in excess of three hundred (300) hours within a calendar year without the express prior written authorization of the City Manager or his or her designee. No more than two hundred and forty (240) hours may be carried over from one calendar year to the next, except as provided in Article 12.1.1.

12.1.1 Requests to the City Manager or designee for exceptions shall be for a specific number of hours to be used for a specific purpose and to be taken by a specific date. Generally, the basis for requesting an exception would be that the Employee requested to utilize the leave and their service and work requirements precluded the Employer from granting the leave at that time. Accrued unused vacation leave shall not, under any circumstance, exceed three hundred twenty (320) hours.

12.1.2 Any vacation leave accrued in excess of the above referenced maximums shall be forfeited and shall not form the basis of any severance pay or additional compensation. Upon termination of employment, no payment for vacation accumulation shall exceed two hundred forty (240) hours.

Vacation leave may not be taken during the first six (6) months of employment.

12.2 VACATION SCHEDULING

Vacation will be approved by the Supervisor with the approval of the Lieutenant at a time of the Employee's choice that will not cause undue interference with the operations of the City and Police Department. An Employee desiring to claim accrued vacation leave must first procure the approval of their respective Supervisor and Lieutenant, and such request shall be approved or denied within seven (7) days of the request. Leave requests must be written, signed, dated, and submitted to the Employee's Supervisor. Leave requests shall be considered on a first-come, first-served basis, provided that requests for leave ending more than twelve (12) months following the date of submission will not be considered.

An Employee who voluntarily moves to a different shift upon a vacancy, will need to resubmit leave requests for that leave which was previously approved.

Once scheduled, the City will strive to avoid cancellation of vacation, except in cases of emergencies.

12.3 VACATION PAY

Vacation pay shall be the amount that the Employee would have earned if the Employee had worked their regular position during the vacation period.

If an authorized holiday occurs within an Employee's vacation period, that day will be paid as a holiday and not deducted from the Employee's vacation accruals. Employees cannot receive vacation, sick leave or holiday pay simultaneously for the same days.

12.4 VACATION UPON TERMINATION

Upon separation from Employer employment, Employees who have six (6) or more consecutive months of employment shall receive pay in lieu of unused earned vacation leave, consistent with Article 12.1.

An Employee shall provide at least fourteen (14) calendar days written notice of his or her effective resignation date. The time limit of the resignation may be waived at the discretion of the Chief of Police. Pay in lieu of unused vacation shall be forfeited if fourteen (14) calendar days written notice is not provided or waived.

ARTICLE 13 - SICK LEAVE

13.1 SICK LEAVE ACCRUAL

Regular Employees' sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the Employee's service, and any such leave accrued in any year shall be accumulative for succeeding years to a maximum of nine hundred and sixty (960) hours.

Sick leave shall be available to Employees after they have worked for a minimum of thirty (30) consecutive calendar days after the most recent date of hire. Consistent with the confidentiality

provisions of the Americans with Disabilities Act, and upon good cause, a health care provider's statement may be required.

Upon appointment as a Corrections Officer or Parking Enforcement Officer, an Employee shall be credited with ninety-six (96) hours of sick leave. If an Employee terminates before the unearned sick leave hours used are repaid, the unearned sick leave time will be deducted from the final paycheck.

For the positions of Corrections Officer and Parking Enforcement Officer, after the completion of the one (1) year probationary period, the regular Employee's sick leave with pay shall accrue at the rate of eight (8) hours of leave for each full calendar month of the Employee's service, and any such leave shall be accumulative for succeeding years to a maximum of nine hundred and sixty (960) hours.

Taking leave without pay in any month shall result in prorated sick leave accruals for that month, calculated upon the ratio of hours worked by the Employee in that month divided by one hundred seventy-four (174) hours.

13.2 SICK LEAVE USAGE

Employees are expected to be on the job unless excused by Supervisor or Administrator because of illness. The Employer may make periodic reviews of individual attendance records. Excessive absenteeism or use of sick leave for purposes other than those provided for in this Agreement may result in disciplinary action or termination of the Employee.

13.2.1 Sick leave shall be granted for the following reasons: Personal illness or physical incapacity which renders the Employee unable to perform the duties of his or her position, care for or serious illness of immediate family, medical or dental appointments or as otherwise required by law or this Agreement.

13.2.2 Employees may be required to submit a statement from a professional health care provider certifying their illness or injury. "Health Care Provider's Statement" shall mean a written statement from a professional health care provider certifying an illness or injury, the date an Employee is anticipated as able to return to full duty or a recommendation of temporary duty with reasonable accommodation, and the Employee's ability to perform the required duties. Excessive use, abuse, or inappropriate patterns shall result in the request for a professional health care statement.

13.2.3 Use of accrued sick leave is contingent upon the Employee or someone on his or her behalf notifying his or her immediate Supervisor of the need for absence, as soon as possible and not later than one (1) hour of the regular start time each day (unless the inability to provide such notice is reasonably unavoidable).

In cases of hospitalization or extended illness, daily notice is not required, provided that the Employee's Supervisor is kept informed of the expected duration of absence and the date of return. For scheduled medical appointments or when sick leave use can be anticipated, the Employee will give advance notice of not less than one (1) week to his or her immediate Supervisor, unless there are extenuating circumstances.

13.3 SHARED LEAVE
The Employer may permit an employee to receive vacation or compensatory time consistent with the current Shared Leave Policy.

13.4 COORDINATION – WORKERS' COMPENSATION
In the event an Employee shall be entitled to benefits or payments under any program of disability insurance furnished by the Employer, Worker's Compensation Act or similar legislation by the State of Washington or other governmental unit, the Employer shall pay to the Employee only the difference between the benefits and payments received under such insurance or act by such Employee and the regular rate of compensation that he/she would have received from the Employer if able to work. In such event, the number of hours deducted from the Employee's total accrued sick leave shall be the hourly equivalent of the Employer's payment. The foregoing payment or contribution by the Employer shall be limited to the period of time that such Employee has accumulated sick leave credits as herein above specified.

13.5 FAMILY MEMBER
Sick leave may be utilized as above for illness in the immediate family requiring the Employee's attendance.

Immediate Family shall mean persons related by blood, marriage, or legal adoption in the degree of relationship of grandparent, parent, wife, husband, brother, sister, child, grandchild, or domestic partner (as defined by Employer Policy) and other persons with the approval of the City Manager or designee.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL
Employer reserves the right to schedule leave requests at a time that will cause minimum interference with the operation and service needs of the Department.

Leave of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave, unless otherwise provided for in this Agreement.

Leave does not accrue nor may it be used until the first day following the pay period in which it is earned (no "negative" leave use during the period in which it is earned).

14.2 JURY DUTY/COURT
An Employee who is required to serve on jury duty shall be authorized leave with pay, for such service, up to two (2) weeks. Employees shall notify the Employer in writing, with documentation within seventy-two (72) hours of being called. Jury duty pay received by the Employee while serving as a juror shall be turned over to the City. Travel pay from the Court shall be the sole property of the Employee.

14.3 MILITARY LEAVE

All regular Employees shall be allowed military leave as required by RCW 38.40.060 and as interpreted by the Court. This provides for twenty-one (21) working days of military leave per year (October 1 through September 30).

14.4 BEREAVEMENT

Bereavement Leave: Bereavement leave shall be granted to an Employee in an amount not to exceed five (5) days upon the death of a member of the Employee's immediate family. This paid leave is not cumulative from year to year. Additional time off as may be required for travel or other circumstances may be granted if approved in advance by the Employer. Such additional time shall be deducted from an accrued leave of the Employee's choice.

14.5 MAINTENANCE OF SENIORITY

The Employer shall adjust the Employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. Seniority shall continue to accrue and the Employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

14.6 LEAVE WITHOUT PAY

Unpaid Leave of Absence shall be governed by existing City policies.

14.7 FAMILY LEAVE FMLA

Family Medical leave will be allowed consistent with State and Federal law and with existing City policies.

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) and the state law, upon the completion of one (1) year of employment, any Employee who has worked at least one thousand two hundred and fifty (1250) hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of leave per rolling year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the Employee is unable to work due to a serious health condition. For purposes of this Article, the definition of "immediate family" will be found in Article 13.5.

The Employer shall maintain the Employee's health benefits during this leave. If the Employee fails to return from leave for any reason other than the medical condition initially qualifying for the FMLA absence, the Employer may recover from the Employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the Employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The Employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. The Employee may elect to retain up to

forty (40) hours of sick leave and up to forty (40) hours of vacation (prorated by their FTE) for use upon return to work, consistent with the process identified in the personnel policy. Upon the Employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

14.8 MATERNITY LEAVE

Consistent with WAC 162-30-020, the Employer will grant a leave of absence for a period of temporary disability because of pregnancy or childbirth. This may be in addition to the leave entitlements of FMLA.

This leave provides female Employees with the right to a leave of absence equivalent to the disability phase of pregnancy and childbirth. There is no eligibility requirement, however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the Employer's expense. At the end of the disability leave, the Employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time, consistent with the retention provision as provided in Article 14.7. Once this paid leave is exhausted, the Employee's leave may be switched over to unpaid leave.

14.9 INCLEMENT WEATHER

Employee rights and responsibilities during severe weather and emergency or disaster conditions are covered by the current Inclement Weather Policy of the Employer. The goal shall be to continue to provide essential Employer services, consistent with public and Employee safety and emergency operations priorities. Public Safety is critical to these essential services and the expectation is that Employees will report to duty as scheduled.

ARTICLE 15 – HEALTH & WELFARE

15.1 MAINTENANCE OF BENEFITS

Medical Insurance - The Employer shall self-insure medical benefits coverage effective January 1, 2011. The Employer will offer the Prime Medical plan and shall make every effort to maintain substantially equivalent benefits.

The Guild shall take part in and have an appointed representative on the Health and Welfare Benefits Committee. The purpose of the Committee is to monitor and evaluate the benefits costs and the plan designs. Among the items to be considered would be identification of options for retiree medical participation.

The Benefits Committee representative shall have no authority to negotiate on behalf of the Guild any changes to be scheduled or content of benefit plans. The Employer shall continue

with collective bargaining obligations with the Guild, as currently exist under law for any such changes.

Participation in benefits shall be consistent with Article 15.2 of this Agreement.

15.2 HEALTH AND LIFE INSURANCE

Medical Insurance - Effective January 1, 2011 the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under the City of Kirkland PPO Prime Plan or Group Health Plan for each Employee of the bargaining unit.

Dental and Vision - Effective January 1, 2011, the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee coverage and one hundred percent (100%) of the premium necessary for the purchase of dependent coverage under Washington Dental Services or Willamette Dental and Vision Service Plan.

Life Insurance - the Employer shall pay each month one hundred percent (100%) of the premium necessary for the purchase of Employee term life insurance coverage that has a policy value of two (2) times the annual base rate of pay of the Employee. The Employee is responsible for any taxes associated with this benefit.

15.2.1 The City agrees to continue payment of the City portion of the premium for the spouse and eligible dependents medical and dental premiums for a period of twelve (12) calendar months following the death of an active Corrections or Parking Enforcement Employee whose death is the direct result of injuries incurred in the line of duty. In the event the surviving spouse remarries within that twelve (12) month period, the City payment of premiums shall cease with payment of the premium for the month in which the marriage occurs. The parties agree this provision shall specifically not apply to presumptive illnesses which cause the death of the officer.

15.3 FLEXIBLE SPENDING ACOUNT – FSA

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation, and assumes no liability for claims or benefits.

15.4 RETIREMENT

Pensions for Employees and contributions to pension funds will be governed by applicable Washington State Statutes in relation thereto in existence during the contract period.

ARTICLE 16 – TRAINING

16.1 TRAINING

Employees may request scheduled training shift adjustments up to thirty (30) days of the actual training date(s). Training adjustment time off must be pre-approved and scheduled without impacting shift minimums and/or incurring overtime expense to the Department.

Upon fourteen (14) calendar days advance notice by the Employer, an Employee's shift may be modified for one (1) or more weeks to five (5) consecutive eight (8) hour days or four (4) days at ten (10) hours for training.

Attendance at optional special training classes outside scheduled training hours shall not be compensated for unless specifically pre-approved by Command Staff.

Probationary Employees who are in training may be transferred to their next duty assignment in accordance with Section 6.1.2.

16.2 TRAINING REIMBURSEMENT

Compensation associated with training or representation of the Employer on official business shall be consistent with the current policy and the Fair Labor Standards Act (FLSA) and WAC 296-128-500. Reimbursement of associated costs shall be consistent with City Policy.

ARTICLE 17 - LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE AND COMPOSITION OF COMMITTEES

The Executive Employee Relations Committee shall meet as needed at the request of either party, provided that five (5) working days notice of the meeting is given to discuss and resolve issues of continuing importance to the Guild and/or Employer.

17.2 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

ARTICLE 18 – HEALTH & SAFETY

18.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its Employees.

Recognizing that danger is an inherent aspect of Public Safety work, Employees who have a reasonable basis for believing the assignment would constitute a danger to their health and safety, should report the concern. The Employee shall immediately contact a Supervisor who shall make a final determination with regard to safety. No directive shall be delayed pending such determination.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their Supervisor if they are unable to work because of a work-related injury or illness.

18.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall have effective safety and accident prevention plans in conformance with state (WAC 296-800) and federal laws.

18.3 DRUG FREE WORKPLACE

The City and the Guild agree to abide by the City of Kirkland Police Department Substance Abuse Policy that is attached as Appendix A.

18.4 WORK PLACE VIOLENCE

The Employer is committed to Employee health and safety. Workplace violence, including threats of violence by or against a City Employee, will not be tolerated and should be immediately reported whether or not physical injury occurs – understanding that threat or violence in the course and performance of Public Safety duties are an inherent part of the position and may have differing reporting requirements.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 GRIEVANCE DEFINED

A grievance means a claim or dispute by a grieved Employee or group of grieved Employees, or the Guild Executive Board with respect to the interpretation or application of the provisions of this agreement.

In the event that a grieved Employee(s) or any member of the Guild Executive Board believes that the City is operating in violation of this Agreement, the grievant Employee or Executive Board member may notify his immediate Supervisor. The parties will attempt to resolve this issue in a good faith manner. If a solution cannot be reached the Employee may file an official grievance.

Reference to days in this Article shall refer to calendar days. Any extension of the grievance timeline may be requested based on extenuating circumstances and may be granted with agreement by both parties. The extension agreement shall be documented in writing and signed by both parties.

19.2 GRIEVANCE PROCEDURE

Notification: In the event that an Employee believes that the City is operating in violation of this agreement, the Employee may notify his immediate Supervisor.

19.2.1 Filing Formal Grievance: Within fourteen (14) days after the Employee first becomes aware or reasonably should have become aware of the violation, a written grievance shall be submitted to the Lieutenant. This notification must be signed by the Employee and must state the issue, section of the agreement violated, facts giving rise to the grievance, and the remedy sought. This notification will be forwarded through the

chain of command and will be designated as receipted, based on the date stamp of the authority designated at the appropriate step of the grievance.

19.2.3 Step 1: The Lieutenant shall respond in writing within fourteen (14) days. If the action taken by the Lieutenant corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) do not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 2 within seven (7) days.

19.2.4 Step 2: The Captain shall respond in writing within fourteen (14) days of receipt and date stamp of the grievance. If the action taken by the Captain corrects the alleged violation to the satisfaction of the presenting party, the grievance shall be deemed resolved. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, the presenting party(s) shall proceed to Step 3 within seven (7) days.

19.2.5 Step 3: Upon receiving a written grievance from an Employee or the Guild, the Chief of Police shall attempt to resolve the grievance within fourteen (14) days. If the Chief of Police is unable to resolve the grievance to the satisfaction of the presenting party(s), the grievance, together with all other pertinent materials, shall be presented to the City Manager, and the presenting party shall be notified in writing. In the event the presenting party(s) does not feel the alleged violation has been corrected to their satisfaction, notice may be given and the grievance shall proceed to Step 4 within seven (7) days.

19.2.6 Step 4: Upon receiving a written grievance, the City Manager or designee shall attempt to resolve it within thirty (30) days. If the grievance is not resolved by the City Manager or designee, the presenting party(s) will be notified in writing. In the event the Guild does not feel the alleged violation has been corrected to their satisfaction the grievance may, within thirty (30) calendar days, be referred to arbitration by the Guild.

19.2.7 Binding Arbitration: If agreement cannot be reached as to the arbitrator within fourteen (14) days of notice of the desire to proceed, the parties shall jointly request the American Arbitration Association to provide a panel of eleven (11) arbitrators from which the parties may select one (1). The representatives of the Employer and the Guild shall alternately eliminate the name of one (1) person from the list until only one (1) name remains. The person whose name was not eliminated shall be the arbitrator. It shall be the function of the arbitrator to hold a hearing at which the parties may submit their cases concerning the grievance. The arbitrator shall render their decision based on the interpretation and application of the provisions of this agreement within thirty (30) days after such hearing. The decision shall not add to, modify, or delete any provision of the agreement; and it shall be final and binding upon both parties to the grievance provided the decision does not involve action by the Employer, which is beyond its jurisdiction. The expenses of the arbitration hearing shall be borne equally by the Employer and the Kirkland Police Officers Guild. Each party shall be completely responsible for all costs of preparing and presenting its own case, including compensating

its own representatives and witnesses. If either party desires a record of the proceedings, it shall solely bear the cost of producing such a record.

19.3 GUILD/EMPLOYER GRIEVANCE

Either the Guild or the Employer may initiate a grievance.

The Employer may not grieve the acts of individual Employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Guild may initiate a Grievance at Step 2 anytime that it involves a group of Employees from different workgroups. Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

19.4 SCHEDULE OF MEETINGS

Consistent with Article 4.8, grievance investigations and meetings on duty time shall be subject to prior notice and approval. If authorization cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

It is understood and agreed that the services performed by City Employees included in this Agreement are essential to the public health, safety, and welfare. Therefore, the Employees agree that there shall be no strikes, slowdowns, or stoppage of work, or any interference with the efficient operation of the Police Department. Violation of this Article shall subject the Employee to discipline action or discharge.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

Any and all rights concerned with management and operation of the Department are exclusively that of the Employer unless otherwise provided by the terms of this agreement. The Employer has the authority to adopt rules for the operation of the Department, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The Employer has the right, among other actions, to discipline or discharge for cause, to assign duties customarily performed by Support Staff Employees, to determine the required number of personnel, to determine new work methods, to contract for goods and services, to determine the specific programs and services offered by the Employer and the methods, means and facilities by which they shall be effectuated; to determine the nature and qualifications of the work force, to introduce and assign the duties and equipment and to direct and evaluate the Employees in the performance of their work assignments; to hire, promote, train, retain and layoff Employees; and to perform all of the functions not otherwise expressly limited by this Agreement or other applicable law.

21.2 COMMUNICATION

The Employer has the right to communicate with the Guild on matters of concern using e-mail, written correspondence, and telephonic communications. The Parties agree to ensure that all are notified and copied appropriately. The parties agree to respond within a reasonable timeframe.

21.3 INDEMNIFICATION

Consistent with existing Kirkland Municipal Code provisions the City shall secure and maintain with responsible insurers such false arrest, malicious prosecution and liability insurance as is customarily maintained by public bodies with respect to the operation of police departments, all to the extent that such insurance can be secured and maintained at reasonable costs. The coverage to be so provided shall, to the extent available, be substantially equal to such coverage provided by the City immediately prior to the effective date of this Agreement.

ARTICLE 22 - GENERAL PROVISIONS

22.1 SAVINGS CLAUSE

If any provision of this Agreement shall be held invalid by operation of law, or any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this agreement shall not be invalid and will remain in full force and effect provided that should either party so request, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such invalid provision.

ARTICLE 23 – ENTIRE AGREEMENT

23.1 DURATION CLAUSE

The Agreement shall become effective on January 1,2010 and remain in full force and effect through December 31, 2012.

Upon mutual written agreement of the parties, the provisions of this Agreement may be modified from time to time by written supplemental agreement. In the event either party wishes to pursue such modification, that party shall give notice of the offer to negotiate a modification. The other party is free to accept or reject the offer to negotiate a modification at its discretion no later than five (5) working days after receipt of the offer, which time period may be extended upon mutual written agreement of the parties. If the parties are agreeable to negotiations, they will meet within ten (10) workings days to discuss ground rules, time frames and interests. Negotiations shall be concluded within the time frame agreed upon by both parties unless extended by mutual agreement. Otherwise, the proposed modification shall be deemed rejected.

The Employer will maintain the status quo with respect to the matters covered by this Agreement during negotiations for a new agreement, following the procedures and time-lines of RCW 41.56.

23.2 ENTIRE AGREEMENT

This agreement expressed herein in writing constitutes the entire agreement between the parties, and there shall be no amendments, except in writing and with the agreement of both parties.

SIGNATURES

Dated this _____ day of _____, 2010

CITY OF KIRKLAND;

By _____
Kurt Triplett, City Manager

KIRKLAND POLICE OFFICER'S GUILD;

By _____
Jack Keesee, President

By _____
Amy Crawford, Secretary

APPROVED AS TO FORM:

_____
William Evans, Assistant City Attorney

Date _____

CITY OF KIRKLAND
City Attorney's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3030
www.ci.kirkland.wa.us

MEMORANDUM

To: City Council

From: Robin S. Jenkinson, City Attorney

Date: December 28, 2010

Subject: Amendment to Employment Agreement

RECOMMENDATON:

City Council consider the attached resolution amending the City Manager's employment agreement.

BACKGROUND DISCUSSION:

In order to satisfy the residency requirement provided under RCW 35A.13.050, the City Manager has been attempting, unsuccessfully since his employment, to move his residence to the City. In recognition of the Council's desire for the City Manager to move his residence to the City and the financial challenge encountered by the City Manager in trying to sell his home in the current real estate market, the proposed amendment to the terms of the City Manager's Employment Agreement is now before the Council for action.

The attached resolution approves, and authorizes the Mayor to execute, an amendment to the employment agreement with City Manager Kurt Triplett. The proposed amendment to the employment agreement would provide an interim housing supplement of a maximum of $1,995 per month, for one year, to live within the City. The proposed amendment would also allow the City Manager and his family to rent a City-owned dwelling unit at the current market rate rent. The other terms and conditions specified in the employment agreement approved by the Council on June 15, 2010, would remain the same.

RESOLUTION R-4857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY COUNCIL AND KURT TRIPLETT, ITS CITY MANAGER.

Be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The Amendment to Employment Agreement, attached as Exhibit "A" and incorporated by reference, is approved by the Kirkland City Council as an amendment to the Employment Agreement with Kurt Triplett as Kirkland City Manager, approved June 15, 2010.

Section 2. The Mayor is authorized to sign an Amendment to Employment Agreement which is substantially similar to that attached as Exhibit "A" on behalf of the City of Kirkland and its City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

R-4857
EXHIBIT A

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment is entered into this ___ day of _____, 2011, between Kurt Triplett ("City Manager") and the City of Kirkland ("City") amending the Employment Agreement ("Agreement"), approved by the City Council on June 15, 2010.

Recitals.

In order to satisfy the residency requirement as provided under RCW 35A.13.050, the City Manager has been attempting, since his employment, to move his residence to the City and has thus far been unsuccessful. In recognition of the Council's desire for the City Manager to move his residence to the City and the financial challenge encountered by the City Manager in trying to sell his current home in the existing real estate market, the parties wish to amend the Employment Agreement to add provisions for a Housing Allowance and Moving Expenses.

Pursuant to the above recitals, and in consideration of the benefits to be received by each party, it is agreed as follows:

1. Section 2, of the Agreement is amended to add three Subsections to read as follows:

Interim Housing Supplement

The City owns a home at 10824 NE 116th Street, Kirkland, and is willing to rent the home to the City Manager, in a month-to-month tenancy, at the current market rent of $1,995 per month. The City agrees to make the home available to the City Manager June 1, 2011. The City shall provide the City Manager with an interim housing supplement to a maximum of $1,995 per month, to live within the City, for a period not exceed one year, or until such time as the City Manager sells his current home and purchases and closes on a home in Kirkland, whichever comes first. The interim housing supplement shall commence when the City Manager moves his residence to the City. If the City Manager provides a two week advance written notice that he has moved his residence to the City, the City Manager will receive the first monthly interim housing supplement payment on the City's next regular payroll date. If the City Manager has not purchased and closed on a home in Kirkland by the end of the one year interim housing supplement period, he may elect to continue to rent the City-owned property at 10824 NE 116th Street, Kirkland, at his own expense, in a month-to-month tenancy subject to any market based increase in the rental amount.

Moving Expenses

The City shall reimburse the City Manager for actual one-time moving expenses of up to $5,000. Expenditures must be documented with receipts.

Tax Liability

The City Manager shall be responsible for the tax liability on the interim housing supplement and moving expenses.

R-4857
EXHIBIT A

2. All other terms and conditions of the Agreement approved June 15, 2010, shall remain the same.

DATED this _____ day of _____, 2011.

City of Kirkland

_____ _____

Kurt Triplett Joan McBride, Mayor

CITY OF KIRKLAND
Department of Finance & Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kathi Anderson, City Clerk
Tracey Dunlap, Director, Finance and Administration

Date: December 14, 2010

Subject: Revisions to Council Procedures - Boards & Commissions Appointment Process

RECOMMENDATION:

Council approves the attached resolution incorporating their direction from the October 5, 2010 regular meeting.

BACKGROUND DISCUSSION:

Council was asked for direction in three areas where they had indicated an interest in revising their Council procedures relating to Boards and Commissions. Following is a synopsis of that direction, which has been incorporated in the attached resolution.

First, Council agreed that the full Council will continue to interview all applicants except, where more than five applications are received per vacancy, the full Council will narrow the field by selecting, in open meeting, which applicants to interview from the total applications received.

Second, Council sought to clarify the language relating to term length eligibility. Council agreed that members appointed to initial terms of one year or under may reapply for membership for two additional four year terms; if members are appointed to initial terms of over one year, they may reapply for only one additional four year term.

Third, Council agreed that, in addition to the attendance policy, the criteria for consideration of removal of a member would be the same as for reappointment.

RESOLUTION R-4858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE BOARD AND COMMISSION APPOINTMENT AND REAPPOINTMENT POLICY.

WHEREAS, adoption of a City Council policy for the appointment and reappointment of Kirkland board and commission members will provide guidelines for eligibility, terms, the application and appointment process, and reappointment criteria; and

WHEREAS, providing such guidelines and criteria will aid in expeditiously filling of vacancies for boards and commissions;

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

Section 1. The Board and Commission Appointment and Reappointment Policy attached as Exhibit A is adopted.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this ____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

5.1 APPOINTMENT AND REAPPOINTMENT POLICY

It shall be the policy of the Kirkland City Council to make appointments to official advisory boards or commissions generally in accordance with the following:

Applicability/Definition
For the purposes of this policy, the term advisory board shall include the following appointed bodies:

Cultural Council
Design Review Board
Disability Board
Human Services Advisory Committee
Kirkland Senior Council
Salary Commission
Library Board
Lodging Tax Advisory Council
Park Board
Planning Commission
Transportation Commission

Eligibility
Relatives, family members or domestic partners of Councilmembers will not be eligible to serve on City advisory boards. Members of the family of a City employee who works in a department, that provides staff assistance or support to an advisory board, shall not be eligible to serve on that board.

Non-Discrimination
The Council shall not discriminate on the basis of an applicant's race, ethnic background, creed, age*, sex, marital status, sexual orientation, or sensory or physical handicap in the making of appointments.

*City council has made age a qualification for specific seats on certain advisory bodies.

Concurrent Offices
At no time shall any person serve concurrently as a member of more than one of the above listed City Boards.

Terms
Appointments shall be made for four-year terms, unless otherwise provided by statute or Kirkland Municipal Code. Terms shall expire on the 31st of March of the applicable year. A member being appointed to fill a vacant position shall be appointed to fill the vacancy for the remainder of the unexpired term.

Term Limitations
No individual shall serve more than two full four-year terms as a member of a City of Kirkland appointed advisory board; provided, if an individual is appointed to fill 365 days or less of an unexpired term and serves that term, the individual is eligible to apply for and serve two additional four-year terms. If an individual is appointed to fill 366 days or more of an unexpired term and serves that term, the individual would be eligible to apply for and serve for only one additional four-year term.

Attendance
Appointees shall attend 80% of all meetings in any 12-month period for which there is no prearranged absence, but in any case shall attend no less than 60% of all meetings unless waived by the City Council.

Appointment/Reappointment
An open competitive process will be used to fill vacancies. City Council will initiate an open and competitive application process and solicit applicants for the position(s). All advisory board members completing their term who are interested in and eligible for reappointment will be required to go through the open competitive process.

Application Process
Openings for advisory board positions shall be widely advertised in local newspapers, as well as other means available and appropriate for this purpose. If an incumbent is eligible to apply for reappointment, this information shall be included in the announcement. Applicants shall be required to complete a City application form provided for this purpose, and to submit a completed application by the specified recruitment deadline. Late applications will not be accepted; however, the City Council may choose to extend an application deadline, if necessary, to obtain a sufficient number of applicants for consideration. Copies of all applications will be provided to the City Council.

Criteria for Reappointment
Information will be sought from the Board/Committee Chairs and the City Manager (or appropriate staff) when considering reappointments. Reappointments are based on the following criteria:

Minimum performance – attendance, incumbent reads the materials, has a basic understanding of the issues and participates in discussion.

Performance – has well-thought-out arguments, logically presented, and is a good advocate. Shows ability to analyze complex issues and to judge issues on substantive grounds. Understands difference between quasi-judicial and legislative matters.

Personal relations – has good understanding of relative roles of Council, Commissioners and staff and is sensitive to staff's job. Is generally respectful of others' viewpoints. Is a good team player, shows willingness to compromise, work toward a solution, without sacrificing his/her own principles.

Growth/improvement – has shown personal and/or intellectual growth in the position. Has shown improved performance, has taken advantage of continuing education opportunities or other indicia of growth or improvement.

Public benefit – reappointment provides a benefit to the commission as a body; provides or enhances balance on the commission geographically and/or philosophically.

Appointment Process

Upon receipt of applications, the Council will review the applications and reduce the number of applicants for interview to five applicants for each vacancy. For example, if there were one vacancy on a board or commission, the Council would reduce the pool of applicants to be considered to five. If there were two vacancies, the Council would reduce the pool of applicants to be considered to ten.

Interviews of applicants shall be conducted in open session. The chairperson of the respective advisory board (or a representative) will also be invited to attend the interviews, and may participate in the process to the degree desired by the Council. Upon completion of the interviews, the Council shall make its appointments in open session. Following appointment, the appointee, as well as all other candidates, will be notified in writing of the Council's decision.

Criteria for Removal

Failure to continue to meet the criteria for reappointment to boards and commissions and the attendance standard set forth above is cause for the removal of a member of a board or commission by a majority vote of the Council.

CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Eric Shields, AICP, Planning Director
Nancy Cox, AICP, Development Review Manager

Date: December 20, 2010

Subject: **Code Enforcement Process Change and Code Consolidation, File ZON10-00013**

RECOMMENDATION

Council adopts two proposed ordinances amending the Zoning Code and Municipal Code and enacting code enforcement process changes. An effective date of April 1, 2011 is proposed in order to provide adequate time for form preparation, staff training and public information.

BACKGROUND DISCUSSION

Council reviewed the proposed code enforcement process at its study session on December 7, 2010. Staff described flow charts that illustrated the differences between the existing process in Zoning Code Chapter 170 and the proposed process in Municipal Code Chapter 1.12. Council did not express any concerns about the material presented.

During the same meeting, staff noted the Zoning Code and Municipal Code sections that would be changed to consolidate code enforcement processes across various subject areas. Council had no specific comments on these proposed changes.

Exhibit A is a copy of the memo with attachments from the Study Session and the correction memo handed out during the Study Session.

CITY OF KIRKLAND
Planning and Community Development Department
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Eric Shields, AICP, Planning Director
Nancy Cox, AICP, Development Review Manager

Date: November 23, 2010

Subject: **Code Enforcement Process and Code Consolidation Project, File ZON10-00013**

RECOMMENDATION

Staff recommends that the Council conduct a study session on the proposed Kirkland Zoning Code (KZC) and Municipal Code (KMC) amendments needed to implement a new code enforcement process and consolidate code enforcement provisions in the KMC. Staff requests feedback on these changes from the Council so that ordinances can be prepared for the January 4, 2011 City Council meeting.

BACKGROUND DISCUSSION

I. Review Process
II. Purpose
III. Scope
Code Enforcement Process Change
KMC Consolidation

I. Review Process

Staff attended a City Council Public Safety Committee meeting in June, 2010 in order to inform the committee about the project and get initial direction. The Public Safety Committee endorsed work on the proposed code enforcement process and KMC code consolidation at that time.

This project is intermingled with two other projects: 1) the Miscellaneous Zoning Code Phase 2 project, and 2) the proposed Kirkland Property Maintenance Code. All of these projects are part of the December 7 Study Session and will come back in ordinance form in January.

The Planning Commission and Houghton Community Council have reviewed the Zoning Code amendments needed for this project during several study sessions and a public hearing on November 4 (Process IV). There were no public comments on the proposal. Neither the Planning Commission nor the Houghton Community Council had substantive comments; the remarks they made were supportive. A summary of the KZC changes related to this project is in Attachment 1.

II. Purpose

This project proposes changes that solve some due process concerns with our existing code enforcement system. The City Attorney has been integral in the preparation of the proposed changes because of these concerns (see Section III). The proposal to consolidate the processes for enforcing multiple codes into one process also comes from staff. Confusion over the correct process to follow and the inefficiencies this creates has been a problem for some time. It seemed opportune to review code consolidation at the same time as the new process. The result will be an efficient system for code enforcement that is more predictable for the staff and public.

III. Scope

Code Enforcement Process Change

There are some legal issues with the current code enforcement process in Chapter 170 of the KZC. These will be described through an explanation of the current process. It is diagrammed (simplified) in the flow chart found in Attachment 2, page 1. Please refer to the flow chart along with the following:

Box 1 – A violation occurs.
Box 2 - The City receives a complaint either from the City's website, in hard copy, or by email. Once received, the Code Enforcement Officer (CEO) determines that a violation exists, sets up a case (assigning to the appropriate City department) and begins investigation. *Note: as the curving arrow indicates, a complaint is not always necessary (for health safety or environmental degradation issues).*
Box 3 - Staff contacts the violator to explain the violation and request cooperation to resolve the issue immediately.
Box 4 - If successful, the case is closed.
Box 5 – If not resolved, then a Notice of Violation (NOV) is

issued. A NOV describes the violation, and sets forth the remedy, deadline and penalty for non-compliance. The fines cannot actually be paid until Box 9.
Box 6 – If the violator cooperates and complies with the terms of the NOV, then the case is closed.
Box 7 - If not resolved, a Notice of Civil Infraction is issued. The Civil Infraction sets forth the remedy, fine and the appeal period. One due process issue relates to the length of the appeal period (seven days). A longer appeal period is preferable to ensure violators have enough time to decide on a course of action.
Box 8 – If the violator cooperates and complies with the terms of the Civil Infraction, then the case is closed.
Box 9 - If an appeal is not filed within seven days, fines start accruing. This is another shortcoming of the existing system. Legally, it is preferable for there to be a hearing on the merits of the case before establishing fines.
Box 10 - If an appeal is timely filed, then an appeal hearing is held. The Hearing Examiner makes a written decision within 8 days.
Box 11 – If the Hearing Examiner finds for the appellant, then the case is either closed or further action can be taken as appropriate.
Box 12 – If the violation is established, then the Hearing Examiner can determine penalties and corrective action.

Another issue with our current system is that recent case law calls into question the City's ability to impose ongoing fines without additional opportunities to be heard. There have been cases where fines continue to increase at $100 per day without communication from the violator (this issue can apply to Box 9 or 12).

Besides the due process concerns, staff has concerns with the length of time it takes to use the two step process (Notice of Violation and Notice of Civil Infraction). In some cases, a violation can be on-going for quite some time before fines are applied or resolution is achieved.

For these reasons, staff researched other cities' codes for a new process. Staff settled on Bellevue's code to use as a model and basis for a proposed process. Please refer to Attachment 2, page 2 along with the following:

Box 1 – A violation occurs.
Box 2 - The City receives a complaint either from the City's website, in hard copy, or from an email. Once received, the Code Enforcement Officer (CEO) determines that a violation exists, sets up a case (assigning to the appropriate City department) and begins investigation. *Note: as the curving arrow indicates, a complaint is not always necessary (for health safety or environmental degradation issues).*

Box 3 - Staff contacts the violator to explain the violation and request cooperation to resolve the issue immediately.
Box 4 - If successful, the case is closed.
Box 5 – If the violation isn't resolved the next step is to propose and sign a Voluntary Agreement between the City and the violator. The Voluntary Agreement is a written document that describes the violation and how it should be remedied that is signed by the violator and the City. This is an affirmative step in acknowledging the complaint and reaching an agreement about how and when to comply. *Note: as the curving arrow indicates, under certain circumstances, it is possible to skip the Voluntary Agreement step and go directly from Box 3 to Box 9 – Issue Notice of Civil Violation & Set Hearing.*
Box 6 – If signed, then the Voluntary Correction Agreement is in force.
Box 7 – If the violation is resolved according to the terms of the Voluntary Agreement, then the case can be closed. According to Bellevue staff, the vast majority of cases are resolved at this point. The Voluntary Agreement is well documented, encourages cooperation, and potentially resolves violations faster than the existing process.
Box 8 - If the violator does not follow through with the steps in the Voluntary Agreement, then the City can pursue fines. With this proposed system, there is no due process concern because as a result of the agreement the party has signed and acknowledged awareness of the potential for fines. Also, according to a provision in the Voluntary Agreement, they have also waived the right to appeal.
Box 9 - If the party does not opt for the Voluntary Agreement then the City could issue a Notice of Civil Violation. This Notice represents a major change because it establishes a Hearing Examiner hearing date thereby bypassing the current process deficiency of requiring the filing of an appeal in order to have a hearing. The date for the hearing will be set several weeks out giving time for resolution in advance.
Box 10 - If the party complies within 48 hours of the hearing, then the hearing will be cancelled and the case closed.
Box 11 - If not, the hearing is held.
Box 12 – If a violation is established, the hearing examiner can determine penalties, and corrective action. Appeals would be to court.
Box 13 – If the violation is not established, then the case would be closed.

Staff is proposing to delete portions of KZC Chapter 170 that describe the existing process, and add Chapter 1.12 to the KMC describing the proposed process (see Attachment 3).

KMC Consolidation

Staff is proposing to consolidate enforcement provisions in various sections of the KMC. Consolidation means to delete existing enforcement provisions and

refer to the proposed process in KMC Chapter 1.12. Six sections that have been identified are:

11.24.060 Enforcement of nuisance regulations
15.52.140 Surface water management – enforcement, violations and penalties
19.04.010 Obstructions in the right-of-way
19.36 Penalties for violations – street trees and trees on city property*****
21.06.595 Construction Administrative Code – notice of violation
29.36.030 Land Surface Modification - enforcement

In addition, staff proposes that a new chapter, Chapter 21.41 Property Maintenance Code, reference the enforcement provisions in KMC 1.12.

***** Tree enforcement

During the recent KZC amendments to Chapter 95 - Tree Management and Required Landscaping, it was identified that the tree enforcement provisions would be updated as part of this project. Questions about the amounts of fines and differences in the enforcement of public and private trees were also noted. Staff is proposing a single process for both public and private trees using the process proposed in KMC Chapter 1.12. Accordingly, portions of KZC Chapter 95 and KMC Chapter 19.36 are proposed to be deleted.

ATTACHMENTS

1 Summary of proposed KZC Amendments Existing Code Enforcement
2 Process Flow Chart (KZC Chapter 170)
Proposed Code Enforcement Process Flow Chart (KMC Chapter 1.12)
3 KMC 1.12 Code Enforcement (proposed)

Kirkland Zoning Code Amendments Related to the Reorganization of Code Enforcement Provisions

Changes are proposed to the following sections of the KZC in order to implement a new code enforcement process in the city. Amendments pertaining to the new code enforcement process and related amendments to the KMC solve some due process concerns with the existing code enforcement system; consolidate the processes for enforcing multiple codes into one process; and combine existing property maintenance provisions under one chapter.

1. Change to Table of Contents to show a new title for Chapter 170.

   Chapter 170 is the existing Code Enforcement chapter. A new chapter is proposed for the KMC 1.12 to replace the portions of Chapter 170 related to enforcement. Chapter 170 would be renamed "Code Administration" and contain the remaining text.

2. Edits to Chapter 95 Table of Contents - Enforcement and Penalties is moving to KMC 1.12 Code Enforcement. Edit 95.21 and 95.55 to refer the reader to KMC 1.12 Code Enforcement. Delete remainder of 95.55.

   Public and private tree enforcement will be included in KMC 1.12. Therefore, portions of Chapter 95 related to public and private tree enforcement may be deleted. References to KMC 1.12 should be made in Chapter 95 where appropriate.

3. Edit 115.65 Home Occupations regulation to reference KMC 1.12 Code Enforcement.

   This section about Home Occupations references Chapter 170 and should be changed to reference KMC 1.12.

4. Edit 117.125 to reference KMC 1.12 Code Enforcement.

   This section in the Personal Wireless Facilities chapter references Chapter 170 and should be changed to reference KMC 1.12.

5. Edit 141.80 to reference KMC 1.12 Code Enforcement.

   This section in the Shoreline Administration chapter should reference KMC 1.12

6. Edit 162.20 to refer to KMC 1.12 Code Enforcement, and 162.25 to refer to the Property Maintenance Code in the KMC and KMC 1.12 Code Enforcement.

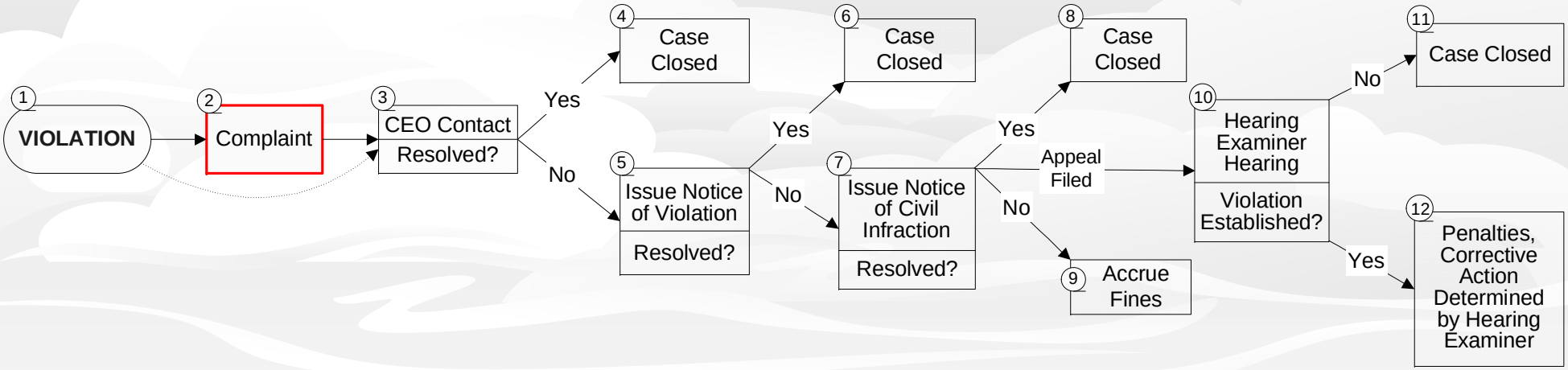
   Edits are needed to refer the reader to the appropriate sections in the KMC.

7. Revise Chapter 170 to delete the code enforcement provisions. Rename the Chapter to Code Administration.

   Edits to Chapter 170 are needed to delete the portions that will be covered in the KMC and to rename the chapter as it will no longer address the code enforcement process.

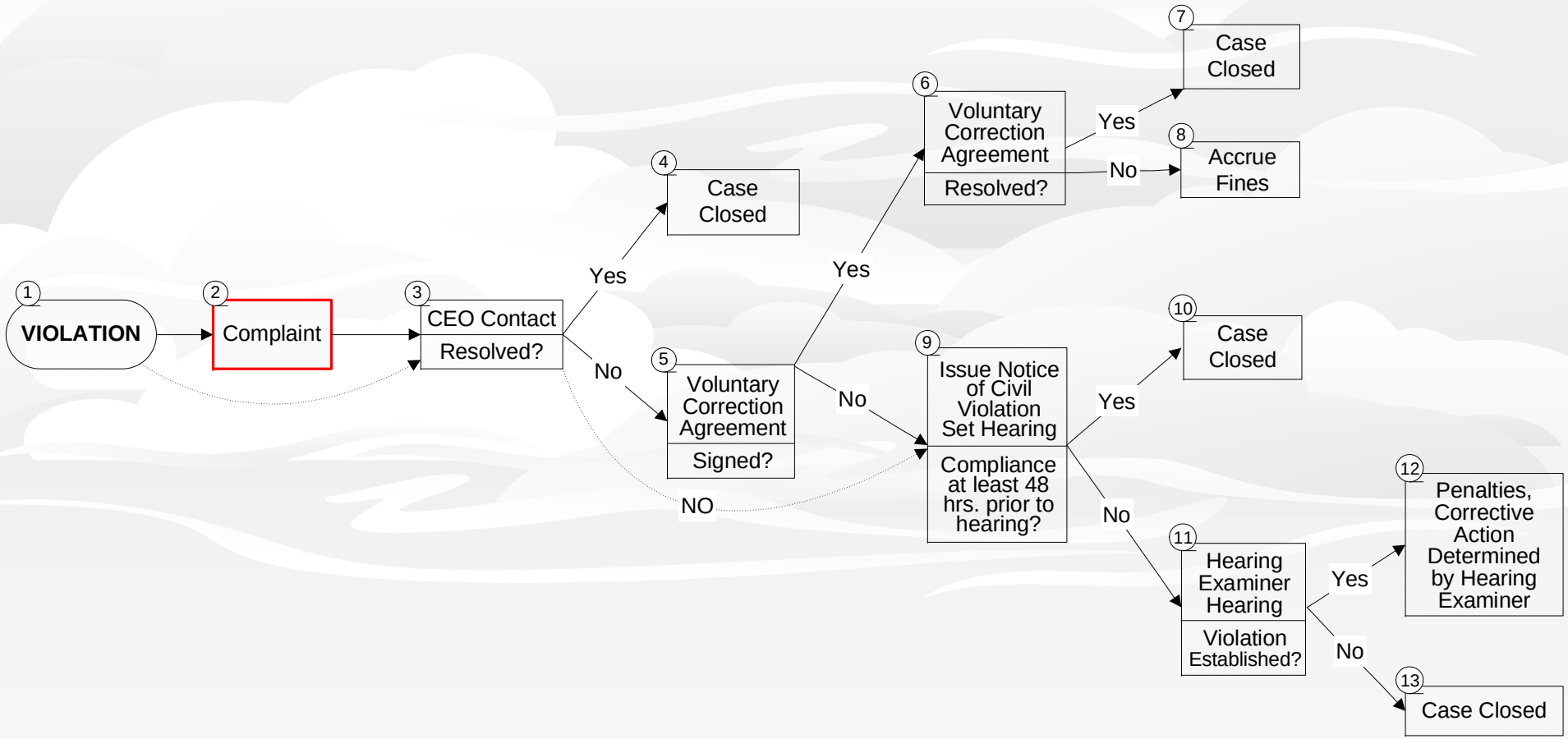
Existing Code Enforcement Process

Kirkland Zoning Code Chapter 170



Proposed Code Enforcement Process

Kirkland Municipal Code Chapter 1.12



CHAPTER 1.12
CODE ENFORCEMENT
[November 23, 2010 Draft]

1.12.010 Purpose

The purpose of this chapter is to establish an efficient system to enforce the regulations of the city, to provide an opportunity for a prompt hearing and decision on alleged violations of these regulations, and to establish monetary penalties for violations.

1.12.020 Definitions.

As used in this chapter, unless a different meaning is plainly required:

A. "Abate" means to repair, replace, remove, destroy or otherwise remedy a condition which constitutes a civil violation by such means, in such a manner and to such an extent as the applicable department director determines is necessary in the interest of the general health, safety and welfare of the community.

B. "Act" means doing or performing something.

C. "Applicable department director" means the director of the department or his or her designee.

D. "Civil violation" means a violation for which a monetary penalty may be imposed as specified in this chapter. Each day or portion of a day during which a violation occurs or exists is a separate violation. Traffic infractions issued pursuant to KMC Title 11 are specifically excluded from the application of this chapter.

E. "Development" means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or use of any land above, at or below ground or water level, and all acts governed by a city regulation.

F. "Emergency" means a situation which in the opinion of the applicable department director requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

G. "Hearing examiner" means the Kirkland hearing examiner and the office thereof established pursuant to Chapter 3.34 of this Code.

H. "Omission" means a failure to act.

I. "Person" means any individual, firm, association, partnership, corporation or any entity, public or private.

J. "Person responsible for the violation" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission which is a civil violation or causes or permits a civil violation to occur or remain upon property in the city, and includes but is not limited to owner(s), lessor(s), tenant(s), or other person(s) entitled to control, use and/or occupy property where a civil violation occurs. For violations of the City sign regulations, this definition includes, but is not limited to, sign installers/posters, sign owners, and any other persons who cause or participate in the placement of a sign in a manner that constitutes a civil violation. For violations of City tree regulations, this definition includes any person who caused or participated in the removal of a tree in a manner that constitutes a civil violation.

K. "Regulation" means and includes the following, as they now exist or are hereafter amended:

1. KMC Title 23 (Kirkland Zoning Code);

2. KMC Title 21 Building and Construction (including codes adopted by reference);

3. KMC Chapter 15.52 (Surface Water Management)

4. KMC Title 29 (Land Surface Modifications)

5. KMC Chapter 19.04 (Obstructing Streets and Sidewalks)

6. KMC Chapter 11.76 (Junk Vehicles)

7. KMC Chapter 11.24 (Nuisance)

10. The terms and conditions of any permit or approval issued by the city, or any concomitant agreement with the city.

L. "Repeat violation" means a violation of the same regulation in any location by the same person for which voluntary compliance previously has been sought within two years or a notice of civil violation has been issued within two years.

M. "Violation" means an act or omission contrary to a city development regulation including an act or omission at the same or different location by the same person and including a condition resulting from such act or omission.

1.12.030 Voluntary correction.

A. Applicability. This section applies whenever the applicable department director determines that a violation of a regulation has occurred or is occurring.

B. General. The applicable department director shall make a reasonable attempt to secure voluntary correction by contacting the person

responsible for the violation where possible, explaining the violation and requesting correction.

C. Issuance of Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the city, acting through the applicable department director.

1. Content. The voluntary correction agreement is a contract between the city and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

a. The name and address of the person responsible for the violation; and

b. The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

c. A description of the violation and a reference to the provision(s) of the city ordinance or regulation which has been violated; and

d. The necessary corrective action to be taken, and a date or time by which correction must be completed; and

e. An agreement by the person responsible for the violation that the city may abate the violation and recover its costs and expenses and assess a monetary penalty pursuant to this chapter from the person responsible for the violation if terms of the voluntary correction agreement are not met; and

f. An agreement that by entering into the voluntary correction agreement the person responsible for the violation waives the right to an administrative appeal of the violation and/or the required corrective action.

2. Right to a Hearing Waived. The person responsible for the violation waives the right to an administrative appeal of the violation and the required corrective action upon entering into a voluntary correction agreement.

3. Extension – Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable department director if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances render correction under the original conditions unattainable.

4. Abatement by the City. The city may abate the violation in accordance with KMC 1.18.060 if the terms of the voluntary correction agreement are not met.

5. Collection of Costs. If the terms of the voluntary correction agreement are not met the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, in accordance with KMC 1.12.040, plus all costs and expenses of abatement, as set forth in KMC 1.12.060.

1.12.040 Notice of civil violation.

A. Issuance.

1. When the applicable department director determines that a violation has occurred or is occurring, and is unable to secure voluntary correction, pursuant to KMC 1.12.030, the applicable department director may issue a notice of civil violation to the person responsible for the violation.

2. The applicable department director may issue a notice of civil violation without having attempted to secure voluntary correction as provided in KMC 1.12.030 under the following circumstances:

a. When an emergency exists;

b. When a repeat violation occurs;

c. When the violation creates a situation or condition which cannot be corrected;

d. When the person knows or reasonably should have known that the action is in violation of a city regulation.

B. Content. The notice of civil violation shall include the following:

1. The name and address of the person responsible for that violation; and

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

3. A description of the violation and a reference to the provision(s) of the city regulation which has been violated; and

4. The required corrective action and a date and time by which the correction must be completed after which the city may abate the unlawful condition in accordance with KMC 1.12.060 and the hearing examiner's order; and

5. The date, time and location of a hearing before the hearing examiner which will be at least 10 days from the date the notice of civil violation is issued; and

6. A statement indicating that the hearing will be canceled and no monetary penalty will be assessed if the applicable department director approves the completed, required corrective action at least 48 hours prior to the hearing; except, that this statement need not be included where the violation constitutes a repeat violation or the violation creates a situation or condition which cannot be corrected; and

7. A statement that the costs and expenses of abatement incurred by the city pursuant to KMC 1.12.060 and a monetary penalty in an amount per day for each violation as specified in subsection (E) of this section may be assessed against the person to whom the notice of civil violation is directed as specified and ordered by the hearing examiner.

C. Service of Notice. The applicable department director shall serve the notice of civil violation upon the person to whom it is directed, either personally or by mailing a copy of the notice of civil violation to such person at their last known address. If the person to whom it is directed cannot after due diligence be personally served within King County and if an address for mailed service cannot after due diligence be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and if by posting the facts showing that due diligence was used in attempting to serve the person personally or by mail.

D. Extension. No extension of the time specified in the notice of civil violation for correction of the violation may be granted, except by order of the hearing examiner.

E. Monetary Penalty.

1. The monetary penalty for each violation per day or portion thereof shall be as follows, with adjustments as allowed pursuant to subsection (E)(2) of this section for repeat violations:

a. First day of each violation, $100.00;

b. Second day of each violation, $200.00;

c. Third day of each violation, $300.00;

d. Fourth day of each violation, $400.00;

e. Each additional day of each violation beyond four days, $500.00 per day.

2. Effect of Repeat Violations. The hearing examiner may double the monetary penalty schedule if the violation was a repeat violation. In determining the amount of the monetary penalty for repeat violations, the hearing examiner shall consider the factors set forth in KMC 1.12.050(D)(4).

F. Continued Duty to Correct. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom the notice of civil violation was issued of the duty to correct the violation.

G. Collection of Monetary Penalty.

1. The monetary penalty constitutes a personal obligation of the person to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the city within 10 calendar days from the date of mailing of the hearing examiner's decision or a notice from the city that penalties are due.

2. The city attorney or his/her designee is authorized to take appropriate action to collect the monetary penalty. The City may contract with a collection agency for this purpose.

1.12.050 Hearing before the hearing examiner.

A. Notice. A person to whom a notice of civil violation is issued will be scheduled to appear before the hearing examiner not less than 10 calendar days after the notice of civil violation is issued.

B. Prior Correction of Violation or Payment of Monetary Penalty. Except in the case of a repeat violation or a violation which creates a situation or condition which cannot be corrected, the hearing will be canceled and no monetary penalty will be assessed if the applicable department director approves the completed required corrective action at least 48 hours prior to the scheduled hearing.

C. Procedure. The hearing examiner shall conduct a hearing on the civil violation pursuant to the rules of procedure of the hearing examiner. The applicable department director and the person to whom the notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The city shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action, if applicable, is reasonable. The determination of the applicable department director as to the need for the required corrective action shall be accorded substantial weight by the hearing examiner in determining the reasonableness of the required corrective action.

D. Decision of the Hearing Examiner.

1. The hearing examiner shall determine whether the city has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable and shall affirm, vacate, or modify the city's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions.

2. The hearing examiner shall issue an order to the person responsible for the violation which contains the following information:

a. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;

b. The required corrective action;

c. The date and time by which the correction must be completed;

d. The monetary penalties assessed based on the criteria in KMC 1.12.050(D)(3);

e. The date and time after which the city may proceed with abatement of the unlawful condition if the required correction is not completed.

3. Assessment of Monetary Penalty. Monetary penalties assessed by the hearing examiner shall be in accordance with the monetary penalty schedule in KMC 1.12.040. The hearing examiner shall have the following options in assessing monetary penalties:

a. Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or

b. Assess monetary penalties beginning on the correction date set by the applicable department director or an alternate correction date set by the hearing examiner and thereafter; or

c. Assess no monetary penalties.

4. Determining Monetary Penalty. In determining the monetary penalty assessment, the hearing examiner shall consider the following factors:

a. Whether the person responded to staff attempts to contact the person and cooperated with efforts to correct the violation;

b. Whether the person failed to appear at the hearing;

c. Whether the violation was a repeat violation;

d. Whether the person showed due diligence and/or substantial progress in correcting the violation;

e. Whether a genuine code interpretation issue exists; and

f. Any other relevant factors.

5. Effect of Repeat Violations. The hearing examiner shall assess a monetary penalty for each repeat violation as set forth in KMC 1.12.040.

6. Notice of Decision. The hearing examiner shall mail a copy of the decision to the appellant and to the applicable department director within 10 working days of the hearing.

E. Failure to Appear. If the person to whom the notice of civil violation was issued fails to appear at the scheduled hearing, the examiner will enter an order finding that the violation appeared and assessing the appropriate monetary penalty. The city will carry out the hearing examiner's order and recover all related expenses, plus the cost of the hearing and any monetary penalty from that person.

F. Appeal to Superior Court. An appeal of the decision of the hearing examiner must be filed with superior court within 21 calendar days from the date the hearing examiner's decision was mailed to the person to whom the notice of civil violation was directed, or is thereafter barred.

1.12.060 Abatement by the city.

A. The city may abate a condition which was caused by or continues to be a civil violation when:

1. The terms of voluntary correction agreement pursuant to KMC 1.12.030 have not been met; or

2. A notice of civil violation has been issued pursuant to KMC 1.12.040 and a hearing has been held pursuant to KMC 1.12.050 and the required correction has not been completed by the date specified in the hearing examiner's order; or

3. The condition is subject to summary abatement as provided for in subsection B of this Section.

B. Summary Abatement. Whenever any violation of a regulation causes a condition the continued existence of which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it shall be given to the person responsible for the violation as soon as reasonably possible after the abatement.

C. Authorized Action by the City. Using any lawful means, the city may enter upon the subject property and may remove or correct the condition which is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition.

D. Recovery of Costs and Expenses. The costs, including incidental expenses, of correcting the violation shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupy the property and shall become due and payable to the city at the permit center within 10 calendar days. The term "incidental expenses" includes but shall not be limited to personnel costs, both direct and indirect, including attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and the costs of any required printing and mailing.

E. Interference. No person shall obstruct, impede, or interfere with the city or its agents, or with any person who owns, or holds any interest or estate in any property, in performing any tasks necessary to correct the violation.

1.12.070 Stop work orders and orders to cease and desist.

A. Issuance of Order. Whenever the applicable department director finds any activity is being conducted or work being performed without a permit or in a manner contrary either to the provisions of the Kirkland Zoning Code or Kirkland Municipal Code, including any of the technical codes adopted by reference in KMC Chapter 21, the applicable department director is authorized to issue a stop work order or order to cease and desist. The order shall be in writing and shall be given to the owner or occupant of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order or order to cease and desist, the cited work or activity shall immediately cease. The order shall state the reason for the order, and the conditions under which the cited work or activity will be permitted to resume.

B. Fees and Penalties. The applicable department director is authorized to assess a special investigation fee for the issuance of a stop work order or order to cease and desist based on the costs to the City of investigation and enforcement of the order. Any person who shall continue any work or activity on the property after having been served with a stop work order or order to cease and desist (except such work as that person is directed to perform to remove a violation or unsafe condition) shall be subject to penalties as provided under this Chapter and as otherwise prescribed by law. A stop work order or order to cease activity may be appealed in the same manner and pursuant to the same provisions as a Notice of Civil Violation under this Chapter.

1.12.080 Entry to buildings and premises – Warrants.

Whenever necessary to make an inspection to determine whether a civil violation has occurred or is occurring, or to enforce any provision of the Kirkland Zoning Code or Kirkland Municipal Code, or regulation issued thereunder, violation of which is a civil violation under this chapter, the applicable department director or his designee may enter any building or premises at any reasonable time, provided if such building or premises is occupied he shall first present credentials and demand entry; and if such building or premises is not occupied, he shall first make a reasonable effort to locate the owner or other person having charge of the building or premises and demand entry. If such entry is refused, or the owner or other person having charge of the building or premises cannot be located, the applicable department director or his designee shall have recourse to every remedy provided by law to secure entry, including recourse to the district or superior court for issuance of a warrant authorizing such entry and inspection.

1.12.090 Additional enforcement procedures.

The provisions of this chapter are not exclusive, and may be used in addition to other enforcement provisions authorized by the Kirkland Municipal Code except as precluded by law.

1.12.100 Special provisions relating to enforcement of tree regulations.

A. General Requirements. This Section applies to all tree in the City, including private property trees, public property trees and street trees. Enforcement shall be conducted in accordance with procedures set forth in this Chapter. Special enforcement provisions related to tree conservation are set forth in this Section.

B. Authority. It shall be the duty of the applicable department director to administer the provisions of this Section.

C. Cease and Desist. The applicable department director may issue a notice to cease and desist using the procedure set forth in this Chapter if he or she finds that a violation of this code has occurred. Continued illegal tree activity following issuance of a cease and desist from the City for the tree activity shall result in fines of $1,000 per day of continued activity.

D. Stop Work Order. If a violation of Chapter 95 of the Kirkland Zoning Code or an approved Tree Retention Plan occurs on property on which work is taking place pursuant to a City of Kirkland development or building permit, the Building Official may suspend some or all of the work as appropriate through issuance of a stop work order. The Building Official shall remove the stop work order when the City determines that the violation has been corrected or when the City has reached an agreement with the violator

regarding rectification of the violation. Any stop work order issued under this section may be appealed using the procedures set forth in this Chapter.

E. Civil Penalty for Violations of the Tree Code.

1. A person who fails to comply with the requirements of Kirkland Zoning Code Chapter 95 or the terms of a permit issued thereunder, who undertakes an activity regulated by this chapter without obtaining a permit, or fails to comply with a cease and desist or stop work order issued under this chapter shall also be subject to a civil penalty as set forth in the following Table. Each unlawfully removed or damaged tree shall constitute a separate violation.

2. Any person who aids or abets in the violation shall be considered to have committed a violation for purposes of the civil penalty.

3. The amount of the penalty shall be assessed in accordance with Table 95.55.1. The applicable department director may elect not to seek penalties if the he or she determines that the circumstances do not warrant imposition of civil penalties in addition to restoration.

Types of Violations	Allowable Fines per Violation
1. Removal of tree(s) approved to be removed, but prior to final tree plan approval or issuance of a City tree removal permit	$100.00 per tree
2. Removal or damage of tree(s) that are or would be shown to be retained on an approved tree plan or any other violation of approved tree protection plan	$1,000 per tree
3. Removal of tree(s) without applying for or obtaining a required City permit	$1,000 per tree

F. Tree Restoration.

1. Violators of Kirkland Zoning Code Chapter 95 or of a permit issued thereunder shall be responsible for restoring unlawfully damaged areas in conformance with a restoration plan approved by the applicable department director. The restoration plan shall provide for repair of any environmental and property damage and restoration of the site. The goal of the restoration plan shall be a site condition that, to the greatest extent practical, equals the site condition that would have existed in the absence of the violation. In cases where the violator intentionally or knowingly violated this chapter or has committed previous violations of this chapter, restoration costs may be

based on the City-appraised tree value of the subject trees in which the violation occurred, utilizing the industry standard trunk formula method in the current edition of Guide for Plant Appraisal. If diameter of removed tree is unknown, determination of the diameter size shall be made by the applicable department director by comparing size of stump and species to similar trees in similar growing conditions. The amount of costs above the approved restoration plan will be paid into the City forestry account.

2. Restoration Plan Standards. The restoration plan shall be in accordance to the following standards:

a) The number of trees required to be planted is equal to the number of tree credits of illegally removed trees according to Kirkland Zoning Code Table 95.33.1.

b) The minimum size for a tree planted for restoration is 12-foot-tall conifer and three-inch caliper deciduous or broadleaf evergreen tree. The City may approve smaller restoration tree sizes at a higher restoration ratio, provided the site has capacity for the additional trees and the results of restoration at a higher restoration ratio is as good or better than at the normal ratio. The smallest allowable alternatives to the normal restoration requirements shall be two eight-foot conifers for one 12-foot conifer or two two-inch caliper deciduous for one three-inch caliper deciduous tree.

c) In the event the violators cannot restore the unlawfully removed or damaged trees, the violators shall make payment to the City forestry account. Unless otherwise determined to base the restoration costs on appraised value, the amount paid will be the City's unit cost for a restoration tree multiplied by the number of outstanding tree credits. The City's unit cost is based on the current market cost of purchase, installation and three-year maintenance for a minimum-sized tree for restoration.

d) The restoration plan shall include a maintenance plan and an agreement or security to ensure survival and maintenance of restoration trees for a three-year period unless the violation was on a site with an approved tree plan, in which case the maintenance period is five years.

G. Failure to Restore or Pay Fines.

1. Prohibition of Further Approvals. The City shall not approve any application for a subdivision or any other development permit or approval, or issue a certificate of occupancy for property on which a violation of this chapter has occurred until the violation is cured by restoration or other means accepted by the applicable department director and by payment of any penalty imposed for the violation.

2. Fines. A property owner or occupant who fails to restore or otherwise cure property on which a violation of this chapter has occurred shall be assessed a fine of $100.00 per day for each day that restoration is incomplete. Prior to assessing fines under this subsection, the City shall issue

a written notice to the property owner or that restoration has not been completed. The notice shall include the following information: (1) a description of the nature of the violation; (2) a description of what actions are required to bring the property into compliance; and (3) a date by which compliance shall be required (the "compliance date"). The compliance date shall be no less than 30 days from the date the notice is served on the property owner or occupant. If the property owner or occupant does not, in the determination of the City, bring the property into compliance by the compliance date, then the City may issue an order imposing $100.00 per day fines at any time after the compliance date.

1.12.110 Special provisions relating to enforcement of nuisance regulations

A. Upon the discovery of a public nuisance that does not constitute an immediate threat to the public health, welfare or safety (including but not limited to a violation of KMC Chapter 11.24, the applicable department director shall issue an order of abatement to the appropriate responsible parties identifying the nuisance and applicable code section violated, imposing a civil fine of not more than five thousand dollars and the date by which it must be paid, ordering a method of abatement, the date by which abatement must be accomplished, and containing notice of any right of appeal.

B. In case of a failure to abate or to appeal, the applicable department director shall notify the appropriate responsible parties that the city will abate the nuisance, the date abatement will occur, and that the city will assess the cost of abatement and any fine levied jointly and severally against the responsible parties, the subject property or both; provided, that in cases of immediate necessity as determined by the applicable department director, prior notification under this subsection may be dispensed with and the applicable department director shall provide the notice after the abatement has occurred. Such notice shall state the date the abatement occurred, the amount due the city for costs incurred in abating the nuisance, and any fines levied.

C. An order of abatement or any notice required herein shall be served upon the appropriate responsible parties as determined by the applicable department director in the manner set forth in KMC Section 1.12.040.

D. A person may appeal an order of abatement by filing a written notice of appeal with the Department of Planning and Community Development within ten (10) calendar days from the date of service of the notice. Except as otherwise provided in this Section, the appeal hearing shall be held in the manner set forth in KMC Section 1.12.050.

1. The hearing examiner may sustain the order and fine, modify the order and fine or dismiss the order and fine; provided, that whenever the order is sustained or modified, the hearing examiner shall establish a new date for abatement or affirm the original date. When appropriate, the hearing

examiner may also require that the appellant post a bond to secure performance of the abatement by the appellant.

2. A sustained or modified abatement order shall also provide that in the event the appellant does not abate the nuisance by the date provided in the order, the applicable department director may abate the nuisance in any reasonable manner without further notice and that any costs and fines may be satisfied by the sale of any property obtained by the abatement or collected directly from the appellant or other responsible parties previously notified of the order of abatement.

E. Notwithstanding the foregoing, the applicable department director may summarily abate a public nuisance on private property without prior notice using the procedures set forth in Section 11.24.050 whenever it is of such character as to constitute an imminent threat to the public health, welfare or safety.

F. At the applicable department director's discretion, the costs of abatement and fines shall be a lien against and collected from the sale of the property constituting the nuisance, the responsible parties, who shall be jointly and severally liable for the costs, or both. The city shall maintain an account of all costs incurred in performing an abatement. In addition to other powers given in this chapter to collect abatement costs, the city attorney may bring suit for recovery of the costs of any abatement in any court of competent jurisdiction, in the name of the city, against the subject property or the responsible parties.

Submitted at Study Session
Dec. 7, 2010

CORRECTION TO KMC SUBSECTION 1.12.040E OF DRAFT CONSOLIDATED CODE ENFORCEMENT PROVISIONS (E-Pages 59-60)

Proposed KMC subsection 1.12.040E, which is set forth on E-Pages 59-60, is erroneous. It relates to the amounts assessed for code enforcement fines, and the agenda packet version refers to the code enforcement fines charged by the City of Bellevue. City staff recommends that the City retain its current enforcement fine schedule and that the provision in the agenda packet be replaced with the following:

KMC 1.12.040E. Monetary Penalty – The amount of the monetary penalty per day or portion thereof for each violation is as follows:

1. First violation: $100.00;
2. Second violation: $200.00;
3. Third violation: $300.00;
4. Additional violation in excess of three: $500.00.

ORDINANCE NO. 4280

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO THE CONSOLIDATION OF VARIOUS CITY CODE ENFORCEMENT PROCESSES INTO A SINGLE UNIFORM PROCESS.

WHEREAS, the City of Kirkland ("City") has a number of code enforcement processes in the Kirkland Municipal Code ("KMC") and the Kirkland Zoning Code ("KZC") for various types of code violations; and

WHEREAS, the City would like to consolidate the various code enforcement processes into a single code enforcement chapter in the KMC;

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. A new Chapter 1.12 of the Kirkland Municipal Code, entitled "Code Enforcement," is hereby adopted to read as follows:

1.12.010 Purpose.

The purpose of this chapter is to establish an efficient system to enforce the regulations of the city, to provide an opportunity for a prompt hearing and decision on alleged violations of these regulations, and to establish monetary penalties for violations.

1.12.020 Definitions.

As used in this chapter, unless a different meaning is plainly required:

A. "Abate" means to repair, replace, remove, destroy or otherwise remedy a condition which constitutes a civil violation by such means, in such a manner and to such an extent as the applicable department director determines is necessary in the interest of the general health, safety and welfare of the community.

B. "Act" means doing or performing something.

C. "Applicable department director" means the director of the department or his or her designee.

D. "Civil violation" means a violation for which a monetary penalty may be imposed as specified in this chapter. Each day or portion of a day during which a violation occurs or exists is a separate violation. Traffic infractions issued pursuant to KMC Title 11 are specifically excluded from the application of this chapter.

E. "Development" means the erection, alteration, enlargement, demolition, maintenance or use of any structure or the alteration or

use of any land above, at or below ground or water level, and all acts governed by a city regulation.

F. "Emergency" means a situation which in the opinion of the applicable department director requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

G. "Hearing examiner" means the Kirkland hearing examiner and the office thereof established pursuant to Chapter 3.34 of this Code.

H. "Omission" means a failure to act.

I. "Person" means any individual, firm, association, partnership, corporation or any entity, public or private.

J. "Person responsible for the violation" means any person who is required by the applicable regulation to comply therewith, or who commits any act or omission which is a civil violation or causes or permits a civil violation to occur or remain upon property in the city, and includes but is not limited to owner(s), lessor(s), tenant(s), or other person(s) entitled to control, use and/or occupy property where a civil violation occurs. For violations of the City sign regulations, this definition includes, but is not limited to, sign installers/posters, sign owners, and any other persons who cause or participate in the placement of a sign in a manner that constitutes a civil violation. For violations of City tree regulations, this definition includes any person who caused or participated in the removal of a tree in a manner that constitutes a civil violation.

K. "Regulation" means and includes the following, as they now exist or are hereafter amended:

1. KMC Title 23 (Kirkland Zoning Code);

2. KMC Title 21 Building and Construction (including codes adopted by reference);

3. KMC Chapter 15.52 (Surface Water Management)

4. KMC Title 29 (Land Surface Modifications)

5. KMC Chapter 19.04 (Obstructing Streets and Sidewalks)

6. KMC Chapter 11.76 (Junk Vehicles)

7. KMC Chapter 11.24 (Nuisance)

8. The terms and conditions of any permit or approval issued by the city, or any concomitant agreement with the city.

L. "Repeat violation" means a violation of the same regulation in any location by the same person for which voluntary compliance

previously has been sought within two years or a notice of civil violation has been issued within two years.

M. "Violation" means an act or omission contrary to a city development regulation including an act or omission at the same or different location by the same person and including a condition resulting from such act or omission.

1.12.030 Voluntary correction.

A. Applicability. This section applies whenever the applicable department director determines that a violation of a regulation has occurred or is occurring.

B. General. The applicable department director shall make a reasonable attempt to secure voluntary correction by contacting the person responsible for the violation where possible, explaining the violation and requesting correction.

C. Issuance of Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the city, acting through the applicable department director.

1. Content. The voluntary correction agreement is a contract between the city and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

a. The name and address of the person responsible for the violation; and

b. The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

c. A description of the violation and a reference to the provision(s) of the city ordinance or regulation which has been violated; and

d. The necessary corrective action to be taken, and a date or time by which correction must be completed; and

e. An agreement by the person responsible for the violation that the city may abate the violation and recover its costs and expenses and assess a monetary penalty pursuant to this chapter from the person responsible for the violation if terms of the voluntary correction agreement are not met; and

f. An agreement that by entering into the voluntary correction agreement the person responsible for the violation waives the right to an administrative appeal of the violation and/or the required corrective action.

2. Right to a Hearing Waived. The person responsible for the violation waives the right to an administrative appeal of the violation and the required corrective action upon entering into a voluntary correction agreement.

3. Extension – Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable department director if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation but unforeseen circumstances render correction under the original conditions unattainable.

4. Abatement by the City. The city may abate the violation in accordance with KMC 1.18.060 if the terms of the voluntary correction agreement are not met.

5. Collection of Costs. If the terms of the voluntary correction agreement are not met the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, in accordance with KMC 1.12.040, plus all costs and expenses of abatement, as set forth in KMC 1.12.060.

1.12.040 Notice of civil violation.

A. Issuance.

1. When the applicable department director determines that a violation has occurred or is occurring, and is unable to secure voluntary correction, pursuant to KMC 1.12.030, the applicable department director may issue a notice of civil violation to the person responsible for the violation.

2. The applicable department director may issue a notice of civil violation without having attempted to secure voluntary correction as provided in KMC 1.12.030 under the following circumstances:

a. When an emergency exists;

b. When a repeat violation occurs;

c. When the violation creates a situation or condition which cannot be corrected;

d. When the person knows or reasonably should have known that the action is in violation of a city regulation.

B. Content. The notice of civil violation shall include the following:

1. The name and address of the person responsible for that violation; and

2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and

3. A description of the violation and a reference to the provision(s) of the city regulation which has been violated; and

4. The required corrective action and a date and time by which the correction must be completed after which the city may abate the unlawful condition in accordance with KMC 1.12.060 and the hearing examiner's order; and

5. The date, time and location of a hearing before the hearing examiner which will be at least 10 days from the date the notice of civil violation is issued; and

6. A statement indicating that the hearing will be canceled and no monetary penalty will be assessed if the applicable department director approves the completed, required corrective action at least 48 hours prior to the hearing; except, that this statement need not be included where the violation constitutes a repeat violation or the violation creates a situation or condition which cannot be corrected; and

7. A statement that the costs and expenses of abatement incurred by the city pursuant to KMC 1.12.060 and a monetary penalty in an amount per day for each violation as specified in subsection (E) of this section may be assessed against the person to whom the notice of civil violation is directed as specified and ordered by the hearing examiner.

C. Service of Notice. The applicable department director shall serve the notice of civil violation upon the person to whom it is directed, either personally or by mailing a copy of the notice of civil violation to such person at their last known address. If the person to whom it is directed cannot after due diligence be personally served within King County and if an address for mailed service cannot after due diligence be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and if by posting the facts showing that due diligence was used in attempting to serve the person personally or by mail.

D. Extension. No extension of the time specified in the notice of civil violation for correction of the violation may be granted, except by order of the hearing examiner.

E. Monetary Penalty – The amount of the monetary penalty per day or portion thereof for each violation is as follows:

1. First violation: $100.00;
2. Second violation: $200.00;
3. Third violation: $300.00;
4. Additional violation in excess of three: $500.00.

The hearing examiner may double the monetary penalty schedule if the violation was a repeat violation. In determining the amount of the monetary penalty for repeat violations, the hearing examiner shall consider the factors set forth in KMC 1.12.050(D)(4).

F. Continued Duty to Correct. Payment of a monetary penalty pursuant to this chapter does not relieve the person to whom the notice of civil violation was issued of the duty to correct the violation.

G. Collection of Monetary Penalty.

1. The monetary penalty constitutes a personal obligation of the person to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the city within 10 calendar days from the date of mailing of the hearing examiner's decision or a notice from the city that penalties are due.

2. The city attorney or his/her designee is authorized to take appropriate action to collect the monetary penalty. The City may contract with a collection agency for this purpose.

1.12.050 Hearing before the hearing examiner.

A. Notice. A person to whom a notice of civil violation is issued will be scheduled to appear before the hearing examiner not less than 10 calendar days after the notice of civil violation is issued.

B. Prior Correction of Violation or Payment of Monetary Penalty. Except in the case of a repeat violation or a violation which creates a situation or condition which cannot be corrected, the hearing will be canceled and no monetary penalty will be assessed if the applicable department director approves the completed required corrective action at least 48 hours prior to the scheduled hearing.

C. Procedure. The hearing examiner shall conduct a hearing on the civil violation pursuant to the rules of procedure of the hearing examiner. The applicable department director and the person to whom the notice of civil violation was directed may participate as

parties in the hearing and each party may call witnesses. The city shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action, if applicable, is reasonable. The determination of the applicable department director as to the need for the required corrective action shall be accorded substantial weight by the hearing examiner in determining the reasonableness of the required corrective action.

D. Decision of the Hearing Examiner.

1. The hearing examiner shall determine whether the city has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable and shall affirm, vacate, or modify the city's decisions regarding the alleged violation and/or the required corrective action, with or without written conditions.

2. The hearing examiner shall issue an order to the person responsible for the violation which contains the following information:

a. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;

b. The required corrective action;

c. The date and time by which the correction must be completed;

d. The monetary penalties assessed based on the criteria in KMC 1.12.050(D)(3);

e. The date and time after which the city may proceed with abatement of the unlawful condition if the required correction is not completed.

3. Assessment of Monetary Penalty. Monetary penalties assessed by the hearing examiner shall be in accordance with the monetary penalty schedule in KMC 1.12.040. The hearing examiner shall have the following options in assessing monetary penalties:

a. Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or

b. Assess monetary penalties beginning on the correction date set by the applicable department director or an alternate correction date set by the hearing examiner and thereafter; or

c. Assess no monetary penalties.

4. Determining Monetary Penalty. In determining the monetary penalty assessment, the hearing examiner shall consider the following factors:

a. Whether the person responded to staff attempts to contact the person and cooperated with efforts to correct the violation;

b. Whether the person failed to appear at the hearing;

c. Whether the violation was a repeat violation;

d. Whether the person showed due diligence and/or substantial progress in correcting the violation;

e. Whether a genuine code interpretation issue exists; and

f. Any other relevant factors.

5. Effect of Repeat Violations. The hearing examiner shall assess a monetary penalty for each repeat violation as set forth in KMC 1.12.040.

6. Notice of Decision. The hearing examiner shall mail a copy of the decision to the appellant and to the applicable department director within 10 working days of the hearing.

E. Failure to Appear. If the person to whom the notice of civil violation was issued fails to appear at the scheduled hearing, the examiner will enter an order finding that the violation appeared and assessing the appropriate monetary penalty. The city will carry out the hearing examiner's order and recover all related expenses, plus the cost of the hearing and any monetary penalty from that person.

F. Appeal to Superior Court. An appeal of the decision of the hearing examiner must be filed with superior court within 21 calendar days from the date the hearing examiner's decision was mailed to the person to whom the notice of civil violation was directed, or is thereafter barred.

1.12.060 Abatement by the city.

A. The city may abate a condition which was caused by or continues to be a civil violation when:

1. The terms of voluntary correction agreement pursuant to KMC 1.12.030 have not been met; or

2. A notice of civil violation has been issued pursuant to KMC 1.12.040 and a hearing has been held pursuant to KMC 1.12.050 and the required correction has not been completed by the date specified in the hearing examiner's order; or

3. The condition is subject to summary abatement as provided for in subsection B of this Section.

B. Summary Abatement. Whenever any violation of a regulation causes a condition the continued existence of which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it shall be given to the person responsible for the violation as soon as reasonably possible after the abatement.

C. Authorized Action by the City. Using any lawful means, the city may enter upon the subject property and may remove or correct the condition which is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition.

D. Recovery of Costs and Expenses. The costs, including incidental expenses, of correcting the violation shall be billed to the person responsible for the violation and/or the owner, lessor, tenant or other person entitled to control, use and/or occupy the property and shall become due and payable to the city at the permit center within 10 calendar days. The term "incidental expenses" includes but shall not be limited to personnel costs, both direct and indirect, including attorney's fees; costs incurred in documenting the violation; hauling, storage and disposal expenses; and actual expenses and costs of the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and the costs of any required printing and mailing.

E. Interference. No person shall obstruct, impede, or interfere with the city or its agents, or with any person who owns, or holds any interest or estate in any property, in performing any tasks necessary to correct the violation.

1.12.070 Stop work orders and orders to cease and desist.

A. Issuance of Order. Whenever the applicable department director finds any activity is being conducted or work being performed without a permit or in a manner contrary either to the provisions of the Kirkland Zoning Code or Kirkland Municipal Code, including any of the technical codes adopted by reference in KMC Chapter 21, the applicable department director is authorized to issue a stop work order or order to cease and desist. The order shall be in writing and shall be given to the owner or occupant of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order or order to cease and desist, the cited work or activity shall immediately cease. The order shall state the reason for the order, and the conditions under which the cited work or activity will be permitted to resume.

B. Fees and Penalties. The applicable department director is authorized to assess a special investigation fee for the issuance of a stop work order or order to cease and desist based on the costs to the City of investigation and enforcement of the order. Any person who shall continue any work or activity on the property after having been served with a stop work order or order to cease and desist (except such work as that person is directed to perform to remove a violation or unsafe condition) shall be subject to penalties as provided under this Chapter and as otherwise prescribed by law. A stop work order or order to cease activity may be appealed in the same manner and pursuant to the same provisions as a Notice of Civil Violation under this Chapter.

1.12.080 Entry to buildings and premises – Warrants.

Whenever necessary to make an inspection to determine whether a civil violation has occurred or is occurring, or to enforce any provision of the Kirkland Zoning Code or Kirkland Municipal Code, or regulation issued thereunder, violation of which is a civil violation under this chapter, the applicable department director or his designee may enter any building or premises at any reasonable time, provided if such building or premises is occupied he shall first present credentials and demand entry; and if such building or premises is not occupied, he shall first make a reasonable effort to locate the owner or other person having charge of the building or premises and demand entry. If such entry is refused, or the owner or other person having charge of the building or premises cannot be located, the applicable department director or his designee shall have recourse to every remedy provided by law to secure entry, including recourse to the district or superior court for issuance of a warrant authorizing such entry and inspection.

1.12.090 Additional enforcement procedures.

The provisions of this chapter are not exclusive, and may be used in addition to other enforcement provisions authorized by the Kirkland Municipal Code except as precluded by law.

1.12.100 Special provisions relating to enforcement of tree regulations.

A. General Requirements. This Section applies to all trees in the City, including private property trees, public property trees and street trees. Enforcement shall be conducted in accordance with procedures set forth in this Chapter. Special enforcement provisions related to tree conservation are set forth in this Section.

B. Authority. It shall be the duty of the applicable department director to administer the provisions of this Section.

C. Cease and Desist. The applicable department director may issue a notice to cease and desist using the procedure set forth in this

Chapter if he or she finds that a violation of this code has occurred. Continued illegal tree activity following issuance of a cease and desist from the City for the tree activity shall result in fines of $1,000 per day of continued activity.

D. Stop Work Order. If a violation of Chapter 95 of the Kirkland Zoning Code or an approved Tree Retention Plan occurs on property on which work is taking place pursuant to a City of Kirkland development or building permit, the Building Official may suspend some or all of the work as appropriate through issuance of a stop work order. The Building Official shall remove the stop work order when the City determines that the violation has been corrected or when the City has reached an agreement with the violator regarding rectification of the violation. Any stop work order issued under this section may be appealed using the procedures set forth in this Chapter.

E. Civil Penalty for Violations of the Tree Code:

1. A person who fails to comply with the requirements of Kirkland Zoning Code Chapter 95 or the terms of a permit issued thereunder, who undertakes an activity regulated by this chapter without obtaining a permit, or fails to comply with a cease and desist or stop work order issued under this chapter shall also be subject to a civil penalty as set forth in the following Table. Each unlawfully removed or damaged tree shall constitute a separate violation.

2. Any person who aids or abets in the violation shall be considered to have committed a violation for purposes of the civil penalty.

3. The amount of the penalty shall be assessed in accordance with Table 95.55.1. The applicable department director may elect not to seek penalties if the he or she determines that the circumstances do not warrant imposition of civil penalties in addition to restoration.

Types of Violations	Allowable Fines per Violation
1. Removal of tree(s) approved to be removed, but prior to final tree plan approval or issuance of a City tree removal permit	$100.00 per tree
2. Removal or damage of tree(s) that	$1,000 per tree

are or would be shown to be retained on an approved tree plan or any other violation of approved tree protection plan	
3. Removal of tree(s) without applying for or obtaining a required City permit	$1,000 per tree

F. Tree Restoration:

1. Violators of Kirkland Zoning Code Chapter 95 or of a permit issued thereunder shall be responsible for restoring unlawfully damaged areas in conformance with a restoration plan approved by the applicable department director. The restoration plan shall provide for repair of any environmental and property damage and restoration of the site. The goal of the restoration plan shall be a site condition that, to the greatest extent practical, equals the site condition that would have existed in the absence of the violation. In cases where the violator intentionally or knowingly violated this chapter or has committed previous violations of this chapter, restoration costs may be based on the City-appraised tree value of the subject trees in which the violation occurred, utilizing the industry standard trunk formula method in the current edition of Guide for Plant Appraisal. If diameter of removed tree is unknown, determination of the diameter size shall be made by the applicable department director by comparing size of stump and species to similar trees in similar growing conditions. The amount of costs above the approved restoration plan will be paid into the City forestry account.

2. Restoration Plan Standards. The restoration plan shall be in accordance to the following standards:

a. The number of trees required to be planted is equal to the number of tree credits of illegally removed trees according to Kirkland Zoning Code Table 95.33.1.

b. The minimum size for a tree planted for restoration is 12-foot-tall conifer and three-inch caliper deciduous or broadleaf evergreen tree. The City may approve smaller restoration tree sizes at a higher restoration ratio, provided the site has capacity for the additional trees and the results of restoration at a higher restoration ratio is as good or better than at the normal ratio. The smallest allowable alternatives to the normal restoration requirements shall be two eight-foot conifers for one 12-foot conifer or two two-inch caliper deciduous for one three-inch caliper deciduous tree.

c. In the event the violators cannot restore the unlawfully removed or damaged trees, the violators shall make payment to the City forestry account. Unless otherwise determined to base the restoration costs on appraised value, the amount paid will be the City's unit cost for a restoration tree multiplied by the number of outstanding tree credits. The City's unit cost is based on the current market cost of purchase, installation and three-year maintenance for a minimum-sized tree for restoration.

d. The restoration plan shall include a maintenance plan and an agreement or security to ensure survival and maintenance of restoration trees for a three-year period unless the violation was on a site with an approved tree plan, in which case the maintenance period is five years.

G. Failure to Restore or Pay Fines.

1. Prohibition of Further Approvals. The City shall not approve any application for a subdivision or any other development permit or approval, or issue a certificate of occupancy for property on which a violation of this chapter has occurred until the violation is cured by restoration or other means accepted by the applicable department director and by payment of any penalty imposed for the violation.

2. Fines. A property owner or occupant who fails to restore or otherwise cure property on which a violation of this chapter has occurred shall be assessed a fine of $100.00 per day for each day that restoration is incomplete. Prior to assessing fines under this subsection, the City shall issue a written notice to the property owner or that restoration has not been completed. The notice shall include the following information: (1) a description of the nature of the violation; (2) a description of what actions are required to bring the property into compliance; and (3) a date by which compliance shall be required (the "compliance date"). The compliance date shall be no less than 30 days from the date the notice is served on the property owner or occupant. If the property owner or occupant does not, in the determination of the City, bring the property into compliance by the compliance date, then the City may issue an order imposing $100.00 per day fines at any time after the compliance date.

1.12.110 Special provisions relating to enforcement of nuisance regulations

A. Upon the discovery of a public nuisance that does not constitute an immediate threat to the public health, welfare or safety (including but not limited to a violation of KMC Chapter 11.24, the applicable department director shall issue an order of abatement to the appropriate responsible parties identifying the nuisance and applicable code section violated, imposing a civil fine of not more

than five thousand dollars and the date by which it must be paid, ordering a method of abatement, the date by which abatement must be accomplished, and containing notice of any right of appeal.

B. In case of a failure to abate or to appeal, the applicable department director shall notify the appropriate responsible parties that the city will abate the nuisance, the date abatement will occur, and that the city will assess the cost of abatement and any fine levied jointly and severally against the responsible parties, the subject property or both; provided, that in cases of immediate necessity as determined by the applicable department director, prior notification under this subsection may be dispensed with and the applicable department director shall provide the notice after the abatement has occurred. Such notice shall state the date the abatement occurred, the amount due the city for costs incurred in abating the nuisance, and any fines levied.

C. An order of abatement or any notice required herein shall be served upon the appropriate responsible parties as determined by the applicable department director in the manner set forth in KMC Section 1.12.040.

D. A person may appeal an order of abatement by filing a written notice of appeal with the Department of Planning and Community Development within ten (10) calendar days from the date of service of the notice. Except as otherwise provided in this Section, the appeal hearing shall be held in the manner set forth in KMC Section 1.12.050.

1. The hearing examiner may sustain the order and fine, modify the order and fine or dismiss the order and fine; provided, that whenever the order is sustained or modified, the hearing examiner shall establish a new date for abatement or affirm the original date. When appropriate, the hearing examiner may also require that the appellant post a bond to secure performance of the abatement by the appellant.

2. A sustained or modified abatement order shall also provide that in the event the appellant does not abate the nuisance by the date provided in the order, the applicable department director may abate the nuisance in any reasonable manner without further notice and that any costs and fines may be satisfied by the sale of any property obtained by the abatement or collected directly from the appellant or other responsible parties previously notified of the order of abatement.

E. Notwithstanding the foregoing, the applicable department director may summarily abate a public nuisance on private property without prior notice using the procedures set forth in Section 11.24.050 whenever it is of such character as to constitute an imminent threat to the public health, welfare or safety.

F. At the applicable department director's discretion, the costs of abatement and fines shall be a lien against and collected from the sale of the property constituting the nuisance, the responsible parties, who shall be jointly and severally liable for the costs, or both. The city shall maintain an account of all costs incurred in performing an abatement. In addition to other powers given in this chapter to collect abatement costs, the city attorney may bring suit for recovery of the costs of any abatement in any court of competent jurisdiction, in the name of the city, against the subject property or the responsible parties.

Section 2. KMC Sections 11.24.060, 11.24.070 and 11.24.080 are hereby repealed. A new KMC Section 11.24.060 is hereby adopted to read as follows:

11.24.060 Procedures for enforcement against public nuisances on private property.

In addition to the remedies provided for in this chapter and remedies that may otherwise be available at law, any public nuisance on private property may be enforced against pursuant to the provisions of KMC Chapter 1.12.

Section 3. KMC Section 11.76.030 is hereby amended to read as follows:

11.76.030 ~~Notice of violation and order to correct –~~ Certification of vehicles as junk.

~~(a)~~ Whenever the director, or the director's designee, determines that a vehicle, vehicles, or parts thereof are junk vehicles, a notice of civil citation ~~violation and order to correct~~ shall be served upon the owner of the property upon which the vehicle is located and the last registered owner of the vehicle (unless the vehicle is in such condition that identification numbers are not available to determine ownership or the owner of the land has denied the certifying individual entry to the land to obtain the vehicle identification number). The notice of civil citation ~~violation and order to correct~~ shall~~:~~ conform to the requirements of RCW 46.55.240(3) as it now exists or may subsequently be amended. Enforcement proceedings under this chapter shall be held in accordance with the provisions of KMC Chapter 1.12, provided that in the event of a conflict between the provisions of KMC Chapter 1.12 and the provisions of RCW 46.55.240(3), the provisions of RCW 42.55.240(3) shall control.

~~(1) Separately identify each vehicle and certify that each vehicle is a "junk vehicle" as defined in Section 11.76.020;~~

~~(2) State that the vehicle must be removed and establish a date, at least fifteen days from the day the notice is served or mailed, for compliance;~~

~~(3) Clearly denote the city's authority to impound.~~

~~(b) The notice of violation and order to correct shall be served either by (i) personal service; or (ii) certified mail with a five-day return receipt requested.~~

~~(c) Whenever possible, a copy of the notice of violation and order to correct shall be posted at a conspicuous place on the property.~~

~~(d) The notice of violation and order to correct shall state that a public hearing may be requested before the city hearing examiner and that if no hearing is requested within fifteen days from the date of the postmark of the notice or personal service of the notice, the junk vehicle will be removed.~~

~~(e) If a request for hearing is received within fifteen days of the postmark, a notice of hearing giving the time, location and date of such hearing on the question of abatement and removal of the vehicle, vehicles or parts thereof as a public nuisance shall be mailed, by certified mail with a five-day return receipt requested, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record of each vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership or the owner of the land has denied the certifying individual entry to the land to obtain the vehicle identification number.~~

Section 4. KMC Sections 11.76.050, 11.76.060, 11.76.070 and 11.76.080 are hereby repealed.

Section 5. KMC Section 15.52.140 is hereby repealed. A new KMC Section 15.52.140 is hereby adopted to read as follows:

15.52.140 Enforcement, violations and penalties.

Enforcement of violations of this Chapter shall be conducted pursuant to Kirkland Municipal Code Chapter 1.12.

Section 6. KMC Section 19.04.010 is hereby amended to read as follows:

19.04.010 Obstructions in right-of-way.

It is a simple crime for any person to drop, deposit, leave or permit to be deposited upon a street or sidewalk or within other portions of the public right-of-way any object, structure, construction material, equipment or other natural or artificial thing which obstructs or tends to obstruct vehicles or persons traveling thereon; except as provided in Section 19.04.050 or otherwise authorized by city ordinance or specific permission of the city.

Such a deposit is a public nuisance. As an alternative to, or in addition to, issuance of a criminal citation or notice of civil violation pursuant to KMC 1.12 for violation of this section, the city may take such action as may be necessary to abate the nuisance. Whenever the nuisance poses a present danger, the city has the authority to cause its immediate removal.

Any person violating this section shall be liable to the city for the costs of the removal of the nuisance.

Section 7. KMC Section 19.04.068 is hereby amended to read as follows:

19.04.068 Violation of Sections 19.04.060 through 19.04.067~~—Criminal p~~Penalties.

Any violation of the provisions of Sections 19.04.060 through 19.04.067, which would also constitute a violation of Section 19.04.010, may be enforced by the police department, through the issuance of ordinance violation citations, or other enforcement remedies provided for in Section 19.04.010. In addition, City staff may issue a notice of civil violation pursuant to KMC Chapter 1.12.

Section 8. A new KMC Section 19.04.110 is hereby adoped to read as follows:

19.04.110 Violations and enforcement.

In addition to remedies provided for in this chapter and remedies that may otherwise be available at law, any violation of this chapter may be enforced against pursuant to the provisions of KMC Chapter 1.12.

Section 9. KMC Chapter 19.36, entitled "Penalties for Violations—Street Trees and Trees on City Property" is hereby repealed.

Section 10. KMC Section 21.06.570 is hereby amended to read as follows:

21.06.570 Appeals to hearing examiner.

Appeals of orders, decisions and determinations of the building official that do not constitute enforcement actions shall be heard and decided by the city of Kirkland hearing examiner. Enforcement actions shall be brought pursuant to the provisions of KMC Chapter 1.12. To the extent the codes adopted by reference in this title refer to a "board of appeals" or a "building board of appeals," those references shall be deemed to refer to the city of Kirkland hearing examiner.

Section 11. KMC Sections 21.06.595, 21.06.600 and 21.06.605 are hereby repealed.

Section 12. A new KMC Section 21.06.600 is hereby adopted to read as follows:

21.06.600 Violations and enforcement.

In addition to the remedies provided for in this chapter and remedies that may otherwise be available at law, any violation of this Title, including codes adopted by reference, may be enforced against pursuant to the provisions of KMC Chapter 1.12.

Section 13. KMC Section 29.36.030 is hereby amended to read as follows:

29.36.030 Enforcement.

Violations of the requirements of this title shall be enforced through the provisions, as applicable, of KMC Chapter 1.12~~Chapter 170 KZC~~.

Section 14. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 15. This ordinance shall be in force and effect on April 1, 2011 after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4280

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO THE CONSOLIDATION OF VARIOUS CITY CODE ENFORCEMENT PROCESSES INTO A SINGLE UNIFORM PROCESS.

SECTION 1. Creates a new Chapter 1.12 of the Kirkland Municipal Code ("KMC") entitled "Code Enforcement" relating to administrative civil enforcement of the City's codes and regulations.

SECTION 2. Repeals KMC Sections 11.24.060, 11.24.070 and 11.24.080 and adopts a new KMC Section 11.24.060.

SECTION 3. Amends KMC Section 11.76.030.

SECTION 4. Repeals KMC Sections 11.76.050, 11.76.060, 11.76.070 and 11.76.080.

SECTION 5. Repeals KMC Section 15.52.140 and adopts a new KMC Section 15.52.140.

SECTION 6. Amends KMC Section 19.04.010.

SECTION 7. Amends KMC Section 19.04.068.

SECTION 8. Adopts a new KMC Section 19.04.110.

SECTION 9. Repeals KMC Chapter 19.36.

SECTION 10. Amends KMC Section 21.06.570.

SECTION 11. Repeals KMC Sections 21.06.595, 21.06.600 and 21.06.605.

SECTION 12. Adopts a new KMC Section 21.06.600.

SECTION 13. Amends KMC Section 29.36.030.

SECTION 14. Provides a severability clause for the Ordinance.

SECTION 15. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as April 1, 2011.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the ____ day of _____, 2011.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

_____
City Clerk

ORDINANCE NO. 4281

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ZONING, PLANNING, AND LAND USE AND AMENDING PORTIONS OF THE FOLLOWING CHAPTERS OF ORDINANCE 3719 AS AMENDED, THE KIRKLAND ZONING ORDINANCE: CHAPTER 1—USERS GUIDE, CHAPTER 5—DEFINITIONS, CHAPTER 95—TREE MANAGEMENT AND REQUIRED LANDSCAPING, CHAPTER 115—MISCELLANEOUS USE DEVELOPMENT AND PERFORMANCE STANDARDS, CHAPTER 117--PERSONAL WIRELESS FACILITIES, CHAPTER 141--SHORELINE ADMINISTRATION, CHAPTER 162—NONCONFORMANCE, CHAPTER 170 CODE ENFORCEMENT.

Whereas, the City Council has received recommendations from the Kirkland Planning Commission to amend certain sections of the text of the Kirkland Zoning Code, Ordinance 3719 as amended, all as set forth in that certain report and recommendation of the Planning Commission dated November 22, 2010 and bearing Kirkland Department of Planning and Community Development File No. ZON10-00013; and

Whereas, prior to making said recommendation, the Kirkland Planning Commission, following notice thereof as required by RCW 35A.63.070, on November 4, 2010, held a public hearing, on the amendment proposals and considered the comments received at said hearing; and

Whereas, pursuant to the State Environmental Policy Act (SEPA), there has accompanied the legislative proposal and recommendation through the entire consideration process, a SEPA Addendum to Existing Environmental Documents issued by the responsible official pursuant to WAC 197-11-625; and

Whereas, in regular public meeting the City Council considered the environmental documents received from the responsible official, together with the report and recommendation of the Planning Commission;

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. Zoning Code text amended: The following specified sections of the text of Ordinance 3719 as amended, the Kirkland Zoning Ordinance is hereby amended to read as follows:

As set forth in Attachment A attached to this ordinance and incorporated herein by reference.

Section 2. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance, including those parts adopted by reference, is for any reason held to be invalid or unconstitutional by

any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. To the extent the subject matter of this ordinance, pursuant to Ordinance 2001, is subject to the disapproval jurisdiction of the Houghton Community Council, this ordinance shall become effective within the Houghton Community Municipal Corporation only upon approval of the Houghton Community Council or the failure of said Community Council to disapprove this ordinance within 60 days of the date of the passage of this ordinance.

Section 4. Except as provided in Section 3, this ordinance shall be in force and effect on April 1, 2011 after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Section 5. A complete copy of this ordinance shall be certified by the City Clerk, who shall then forward the certified copy to the King County Department of Assessments.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

ATTACHMENT A
KIRKLAND ZONING CODE CHANGES

KIRKLAND ZONING CODE AMENDMENTS

FOR CODE ENFORCEMENT

FILE ZON10-00013

How to read this document:
• Text that is covered by a strike-through (~~abc~~) is existing text currently contained in the Zoning Code that is to be deleted.
• Text that is underlined (abc), with the exception of section headings, is new text that is to be added.

TABLE OF CONTENTS

Click here to view adopted ordinances that have not yet been inserted into the Zoning Code as well as pending regulations under consideration.

Zoning Code Interpretations

Chapter 1 – User Guide
Chapter 5 – Definitions
(No change until)

Chapter 170 – Code ~~Enforcement~~Administration

(No further changes)

Chapter 1 – USER GUIDE

(No change until)

1.10.14. Junk and Junk Yards – Are you interested in the City's regulations on junk and junk yards? If so, see ~~KZC 115.70, Junk and Junk Yards Prohibited~~KMC 21.41.308 Rubbish, junk and garbage.

(No further changes)

Chapter 5 – DEFINITIONS

(No change until)

~~.447 Junk - Old or scrap copper; brass; rope; rags; batteries; paper; trash; rubber debris; wastes; machinery; scrap wood; junked, dismantled or wrecked automobiles, or parts thereof; iron; steel; and other old or scrap ferrous or nonferrous material.~~

~~.448 Junk Yard - A property or place of business which is maintained, operated, or used for storing, keeping, buying, selling, or salvaging junk.~~

(No further changes)

Chapter 95 – TREE MANAGEMENT AND REQUIRED LANDSCAPING

(No change until)

95.21 Tree Pruning

1. Tree Pruning of Street Trees. It is the responsibility of the abutting property owner to maintain street trees abutting their property, which may include pruning, watering, and mulching. In order to prune, trim, modify, or alter a street tree, the abutting property owner shall apply for a permit by filing a written application with the City. Pruning shall conform to the most recent version of the American National Standards Institute (ANSI) A300 Part 1 – 2001 pruning standards or as outlined in an approved Utility Vegetation Management Plan. The City reserves the right to have City or utility crews perform routine pruning and maintenance of street trees.

2. Tree Pruning on Private Property. A permit is not required to prune trees on private property. Pruning which results in the removal of at least half of the live crown will be considered tree removal and subject to the provisions in KZC 95.23.

   Tree topping is not allowed. If a tree required by this chapter is smaller than six inches in diameter and is topped, it must be replaced pursuant to the standards in ~~KZC~~ 95.55~~(8)(b)~~KMC 1.12. If a tree six inches or larger in diameter is topped, the owner must have a qualified professional develop and implement a five-year restoration pruning program.

(No further changes until)

95.55 Enforcement and Penalties

~~1~~. Upon determination that there has been a violation of any provision of this section, the City may pursue code enforcement and penalties in

accordance with the provisions of KMC 1.12, Code Enforcement. ~~Intent. These enforcement and penalty provisions have several purposes. First, they are intended to discourage damage or removal of significant trees above and beyond what is permitted under this chapter. Second, these enforcement and penalty provisions are intended to provide complete and effective restoration of areas in which violations of this chapter occur. Finally, these regulations are intended to provide a clear and efficient process for addressing violations of this chapter.~~

~~The City may utilize one or more of several remedies when responding to violations of this chapter. In almost all cases where a violation has occurred, the City will issue a civil citation that describes the nature of the violation, the actions necessary to remedy the violation, and the amount of any civil penalty, among other things. If the acts that constitute a violation appear to be ongoing, the City may also issue a notice of cease and desist. Failure to adhere to a notice to cease and desist will result in imposition of additional civil penalties. If there is a pending development or building permit, the City may also issue a stop work order or withhold issuance of permit approval or a certificate of occupancy. Finally, additional fines may be imposed if a violator does not follow through in a timely manner with restoration work or other compliance issues.~~

~~2. General Requirements. Enforcement shall be conducted in accordance with procedures set forth in Chapter 170 KZC. Special enforcement provisions related to tree conservation are set forth below. To the extent there is a conflict between the provisions of this section and Chapter 170 KZC, this section shall control.~~

~~For code enforcement provisions regarding street trees and trees located on City property see Chapter 19.36 KMC.~~

~~3. Authority. It shall be the duty of the Planning Official to administer the provisions of this chapter. The Planning Official shall have authority to enforce and carry out the provisions of this chapter.~~

~~4. Cease and Desist. The Planning Official may issue a notice to cease and desist using the procedure set forth in KZC 170.30 if the Planning Official finds that a violation of this code has occurred. Continued illegal tree activity following issuance of a cease and desist from the City for the tree activity shall result in fines of $1,000 per day of continued activity.~~

~~5. Stop Work Order. If a violation of this chapter or an approved Tree Retention Plan occurs on property on which work is taking place pursuant to a City of Kirkland development or building permit, the Building Official may suspend some or all of the work as appropriate through issuance of a stop work order. The Building Official shall remove the stop work order~~

~~when the City determines that the violation has been corrected or when the City has reached an agreement with the violator regarding rectification of the violation. Any stop work order issued under this section may be appealed using the procedures set forth in Chapter 21.06 KMC.~~

~~6. Civil Citation. The City's Code Enforcement Officer shall notify a person who violates this chapter by issuance of a civil citation. The civil citation shall be in writing, and issued by certified mail with return receipt requested, or by personal service. The civil citation shall contain the following:~~

~~a. The name and address of the property owner or other person to whom the civil citation is directed;~~

~~b. The street address or description sufficient for identification of the land upon which the violation has occurred or is occurring;~~

~~c. A description of the violation and a reference to the provisions of this chapter that have been violated;~~

~~d. A statement of the restoration action required to be taken to correct the violation as determined by the Planning Official;~~

~~e. A statement of the civil penalty incurred for each violation;~~

~~f. A statement that the person to whom the civil citation is issued must correct the violation through restoration described in subsection (8) of this section and may pay the civil penalty or may appeal the civil citation as provided in this section.~~

~~7. Civil Penalty.~~

~~a. A person who fails to comply with the requirements of this chapter or the terms of a permit issued hereunder, who undertakes an activity regulated by this chapter without obtaining a permit, or fails to comply with a cease and desist or stop work order issued under this chapter shall also be subject to a civil penalty as set forth in Table 95.55.1. Each unlawfully removed or damaged tree shall constitute a separate violation.~~

~~b. Any person who aids or abets in the violation shall be considered to have committed a violation for purposes of the civil penalty.~~

~~c. The amount of the penalty shall be assessed in accordance with Table 95.55.1. The Planning Official may elect not to seek penalties if the~~

~~Planning Official determines that the circumstances do not warrant imposition of civil penalties in addition to restoration.~~

~~Table 95.55.1 – Penalties~~

~~Types of Violations~~	~~Allowable Fines per Violation~~
~~1. Removal of tree(s) approved to be removed, but prior to final tree plan approval or issuance of a City tree removal permit~~	~~$100.00 per tree~~
~~2. Removal or damage of tree(s) that are or would be shown to be retained on an approved tree plan or any other violation of approved tree protection plan~~	~~$1,000 per tree~~
~~3. Removal of tree(s) without applying for or obtaining a required City permit~~	~~$1,000 per tree~~

~~8. Tree Restoration.~~

~~a. Violators of this chapter or of a permit issued thereunder shall be responsible for restoring unlawfully damaged areas in conformance with a plan, approved by the Planning Official, which provides for repair of any environmental and property damage, and restoration of the site; and which results in a site condition that, to the greatest extent practical, equals the site condition that would have existed in the absence of the violation(s). In cases where the violator intentionally or knowingly violated this chapter or has committed previous violations of this chapter, restoration costs may be based on the City appraised tree value of the subject trees in which the violation occurred, utilizing the industry standard trunk formula method in the current edition of Guide for Plant Appraisal. If diameter of removed tree is unknown, determination of the diameter size shall be made by the Planning Official by comparing size of stump and species to similar trees in similar growing conditions. The amount of costs above the approved restoration plan will be paid into the City forestry account.~~

~~b. Restoration Plan Standards. The restoration plan shall be in accordance to the following standards:~~

~~1) The number of trees required to be planted is equal to the number of tree credits of illegally removed trees according to Table 95.33.1.~~

~~2) The minimum size for a tree planted for restoration is 12-foot tall conifer and three inch caliper deciduous or broadleaf evergreen~~

~~tree. The City may approve smaller restoration tree sizes at a higher restoration ratio, provided the site has capacity for the additional trees and the results of restoration at a higher restoration ratio is as good or better than at the normal ratio. The smallest allowable alternatives to the normal restoration requirements shall be two eight-foot conifers for one 12-foot conifer or two two-inch caliper deciduous for one three-inch caliper deciduous tree.~~

~~3) In the event the violators cannot restore the unlawfully removed or damaged trees, the violators shall make payment to the City forestry account. Unless otherwise determined to base the restoration costs on appraised value, the amount paid will be the City's unit cost for a restoration tree multiplied by the number of outstanding tree credits. The City's unit cost is based on the current market cost of purchase, installation and three-year maintenance for a minimum-sized tree for restoration.~~

~~4) The restoration plan shall include a maintenance plan and an agreement or security to ensure survival and maintenance of restoration trees for a three-year period unless the violation was on a site with an approved tree plan, in which case the maintenance period is five years.~~

~~9. Failure to Restore or Pay Fines.~~

~~a. Prohibition of Further Approvals. The City shall not approve any application for a subdivision or any other development permit or approval, or issue a certificate of occupancy for property on which a violation of this chapter has occurred until the violation is cured by restoration or other means accepted by the Planning Official and by payment of any penalty imposed for the violation.~~

~~b. Fines. A property owner or occupant who fails to restore or otherwise cure property on which a violation of this chapter has occurred shall be assessed a fine of $100.00 per day for each day that restoration is incomplete. Prior to assessing fines under this subsection, the City shall issue a written notice to the property owner or that restoration has not been completed. The notice shall include the following information: (1) a description of the nature of the violation; (2) a description of what actions are required to bring the property into compliance; and (3) a date by which compliance shall be required (the "compliance date"). The compliance date shall be no less than 30 days from the date the notice is served on the property owner or occupant. If the property owner or occupant does not, in the determination of the City, bring the property into compliance by the compliance date, then the City may~~

~~issue an order imposing $100.00 per day fines at any time after the compliance date. The fines shall continue to accrue until the violation has been certified to be corrected by the Planning Department. The property owner or occupant may appeal the order imposing fines to the Hearing Examiner using the procedures set forth in subsection 10 of this section.~~

~~10. Appeal to Hearing Examiner.~~

~~a. A person to whom a civil citation or order imposing fines is directed may appeal the civil citation, including the determination that a violation exists or the amount of any monetary penalty imposed, to the Hearing Examiner.~~

~~b. A person may appeal the civil citation or order imposing fines by filing a written notice of appeal with the Department of Planning and Community Development within 14 calendar days of the date of service of the civil citation or order imposing fines.~~

~~c. Fines that accrue on a daily basis shall not be imposed while an appeal is pending unless the Hearing Examiner determines that the appeal is frivolous or imposed solely for the purpose of delay.~~

~~d. If both a civil citation and an order to cease and desist have been issued in the same case, and both the civil citation and the order to cease and desist have been appealed, the appeals shall be consolidated for hearing.~~

~~e. The office of the Hearing Examiner shall give notice of the hearing to the appellants at least 17 calendar days prior to the hearing.~~

~~f. The Hearing Examiner shall conduct a hearing on the appeal pursuant to the rules of procedure provided for in the Administrative Procedures Act (Chapter 34.05 RCW) and in accordance with any rules for hearings promulgated by the Hearing Examiner. The City and the appellant may participate as parties in the hearing and each may call witnesses. The City shall have the burden of proof by a preponderance of the evidence that a violation has occurred.~~

~~11. Hearing Examiner Decision.~~

~~a. The Hearing Examiner shall determine whether the City has proven by a preponderance of the evidence that a violation has occurred and shall affirm, vacate, suspend, or modify the amount of any monetary penalty imposed by the civil citation, with or without written conditions.~~

~~b. In the event that the Hearing Examiner determines that a violation has occurred, the Hearing Examiner shall also consider the following in making his or her decision: (1) whether the appeal is frivolous or intended to delay compliance; (2) whether the appellant exercised reasonable and timely effort to comply with applicable development regulations; and (3) any other relevant factors.~~

~~c. The Hearing Examiner shall mail a copy of his or her decision to the appellant, by certified mail, postage prepaid, return receipt requested.~~

~~d. The decision of the Hearing Examiner may be reviewed in King County Superior Court using the standards set forth in RCW 36.70C.130. The land use petition must be filed within 21 calendar days of the issuance of the final land use decision by the Hearing Examiner (see Chapter 36.70C RCW for more information).~~

(No further changes)

CHAPTER 115 – MISCELLANEOUS USE DEVELOPMENT AND PERFORMANCE STANDARDS

(No change until)

Section 115.65 Home Occupations

6. Enforcement – Upon determination that there has been a violation of any provision of this section, the City may pursue code enforcement in accordance with the provisions of KMC Chapter~~170KZC~~ 1.12, Code Enforcement.

~~115.70 Junk and Junk Yards Prohibited~~

~~It is a violation of this code to accumulate junk or for a property owner or the person in control of property to allow junk to accumulate on the subject property. In addition, a junk yard is not permitted in the City.~~

(No further changes)

Chapter 117 PERSONAL WIRELESS FACILITIES

(No change until)

117.125 Violations and City Remedies

Any person who violates any of the provisions of this chapter shall be subject to the provisions of KMC Chapter ~~170 KZC~~ 1.12, Code Enforcement. In addition to fines, the City shall have the right to seek damages and injunctive relief for any and all violations of this chapter and all other remedies provided at law or in equity.

(No further changes)

Chapter 141 – SHORELINE ADMINISTRATION

(No change until)

141.80 Enforcement Authority.

1. WAC Chapter 173-27 contains enforcement regulations, including authority for the city to issue regulatory orders to enforce the Shoreline Management Act and the shoreline master program. In addition, the city shall have any and all other powers granted to or devolving upon municipal corporations to enforce ordinances, resolutions, regulations, and other laws within its territorial limits. Upon determination that there has been a violation of any provision of the city's shoreline regulations, the City may pursue code enforcement and penalties in accordance with the provisions of KMC 1.12, Code Enforcement.

(No further changes)

Chapter 162 – NONCONFORMANCE

(No change until)

162.20 Abatement of Nonconformance That Was Illegal When Initiated

1. General – Except as specified in subsection (2) of this section, any nonconformance that was illegal when initiated must immediately be brought into conformance with this chapter. The City may, using the provisions of KMC Chapter ~~170 KZC~~1.12, immediately abate any nonconformance that was illegal when initiated.

(No further changes until)

162.25 Immediate Compliance with Certain Provisions Required

1. General – Regardless of any other provision of this chapter, the following nonconformances must be immediately brought into conformance with the applicable provisions of this code:

. . .

i. Nonconformance with the provisions in ~~Chapter 115 KZC~~ KMC 21.41 regarding junk in residential zones.

2. Abatement – The City may immediately abate any nonconformance listed in KZC 162.25(1) using the provisions of ~~KZC 170.25 through 170.40~~ KMC 1.12, or any other abatement process lawfully available to the City.

(No further changes)

Chapter 170 – CODE ~~ENFORCEMENT~~ADMINISTRATION

170.05 User Guide
170.10 Permits Issued by Building Official – Responsibility Prior to Issuance of Permit
170.15 Permits Issued by Building Official – Certificate of Occupancy
170.20 Code Enforcement ~~Officer – Duty To Investigate~~
~~170.25 Violation of This Code~~
~~170.30 Code Enforcement Officer – Order To Cease Activity~~
~~170.35 Code Enforcement Officer – Notice of Violation~~
~~170.40 Code Enforcement Officer – Notice of Civil Infraction~~
~~170.42 Failure To Satisfy Penalty~~
170.~~45~~25 Variance, Permit, Decision or Discretionary Approval – General
170.~~50~~30 Variance, Permit, Decision, or Discretionary Approval – Voiding
170.~~55~~35 No Personal Liability for Acts or Omissions
170.~~60~~40 Interpretations of This Code – General
170.~~65~~45 Interpretations of This Code – Appeal
170.~~70~~50 Conflict of Provisions
170.~~75~~55 Easement Agreements Approved by the City Attorney

170.05 User Guide

This chapter contains a variety of provisions generally pertaining to the administration and enforcement of this code. Specifically, this chapter contains provisions in the following areas:

1. Code administration.

2. Code enforcement.

~~3. Penalties for code violation.~~

~~4~~3. Status of discretionary decision.

~~5~~4. Liability of employees and others.

~~6~~5. Code interpretations and appeals.

~~7~~6. Conflict of provisions.

~~8~~7. Recording of easements.

170.10 Permits Issued by Building Official – Responsibility Prior to Issuance of Permit

1. General – The Building Official may not issue a permit to conduct any activity or to erect or alter any structure that does not conform to this code.

2. Required Information – The Building Official shall distribute to each applicant for a permit issued by that Official a list, prepared by the Planning Official, of all of the information and renderings required by this code.

3. Responsibility of Building Official – Upon receiving an application for any permit that is not exempt under subsection (7) of this section, the Building Official shall send the application and all relevant information to the Planning Department. The Building Official may not issue the permit until the permit application has been signed by the Planning Official.

4. Responsibility of the Planning Official – Upon receiving an application for a permit routed from the Building Official, the Planning Official shall promptly review it and make any necessary field inspection to determine whether the proposed development or activity complies with this code.

5. Additional Information – The Planning Official may require the applicant to provide any information or renderings required by this code, or any other information or renderings that are reasonably necessary to determine if the proposed development or activity complies with the provisions of this code.

6. Authorization by Planning Official – The Planning Official shall sign the permit application if the proposed development or activity conforms to the provisions of this code.

7. Permits Exempted from Review by the Planning Director – The Planning Director may specifically exempt categories of permits issued by the Building Official from the Planning Department review requirements of this section. The Building Official shall review applications for exempted permits for compliance with this code.

170.15 Permits Issued by Building Official – Certificate of Occupancy

1. General – It is unlawful to occupy a building or conduct a use requiring a certificate of occupancy unless the Planning Official has approved the certificate of occupancy for that building or use.

2. Responsibility of Building Official – Upon receipt of a request to issue a certificate of occupancy, the Building Official shall promptly notify the Planning Official of the request. The Building Official may not issue a certificate of occupancy until he/she receives written approval from the Planning Official.

3. Responsibility of the Planning Official – Upon receiving notice from the Building Official of a request for a certificate of occupancy, the Planning Official shall promptly review the request, and if necessary, conduct a field inspection to determine if the structure or use conforms to this code.

4. Issuance of the Planning Official Approval – The Planning Official shall sign and forward to the Building Department the Certificate of Occupancy if the building or use conforms to this code.

170.20 Code Enforcement ~~Officer – Duty To Investigate~~

~~1. General – The Code Enforcement Officer shall, either upon a complaint or on his/her own initiative, investigate potential violations of this code.~~ For code enforcement procedures and penalties for violations of this code see KMC 1.12.

~~2. Entrance on Private Property – The Code Enforcement Officer may enter upon private property to investigate potential violations of this code if he/she has a good faith belief that a violation exists or is occurring on the property. Before entering upon private property, the Code Enforcement Officer shall present his/her credentials to the owner or person in possession or charge of the property and demand entry. If entry is refused, the Code Enforcement Officer may use every lawful means and remedy to obtain entry.~~

~~170.25 Violation of This Code~~

~~1. General – It is a violation for any person to do or cause any of the following to be done contrary to this code, and for the property owner to permit any of the following to be done contrary to this code:~~

~~a. Construct, in any way alter, or move any improvement.~~

~~b. Engage in any activity.~~

~~c. Use or occupy any structure or land.~~

~~d. Conduct any use.~~

~~e. Create any conditions.~~

~~It is also a violation for any person to fail to perform any activity or obligation required by this code. Violation of a provision of this code is a civil infraction for which a monetary penalty may be imposed under this chapter.~~

~~2. Monetary Penalty – The amount of the monetary penalty per day or portion thereof for each violation is as follows:~~

~~a. First violation: $100.00;~~

~~b. Second violation: $200.00;~~

~~c. Third violation: $300.00;~~

~~d. Additional violation in excess of three: $500.00.~~

~~3. Continued Duty To Correct – Payment of a monetary penalty pursuant to this chapter does not relieve a person of the duty to correct the violation as ordered by the applicable department director.~~

~~4. Other Legal Remedies – Nothing in this chapter limits the right of the City to pursue other lawful criminal, civil, or equitable remedies to abate, discontinue, or correct unlawful acts under or in violation of this code.~~

~~170.30 Code Enforcement Officer – Order To Cease Activity~~

~~1. General – If the Code Enforcement Officer determines that any activity being conducted or any improvement being erected or altered:~~

~~a. Does not conform to the code, and~~

~~b. Such activity (i) involves use of noise-emitting heavy construction equipment or land surface modification, or (ii) poses an immediate threat to the safety, repose or right of quiet enjoyment of neighboring property owners, or to the general public,~~

~~he/she may issue an order to cease activity.~~

~~2. Posting and Notice – The Code Enforcement Officer shall prominently post this Order on the subject property and shall make reasonable attempts to send this Order on to the property owner, the person in charge of the property, or the person causing the activity to be conducted or the improvement to be erected or altered.~~

~~3. Effect – When an order to cease activity has been posted on the subject property, it is a violation for any person with actual or constructive knowledge of the order to conduct the activity or do the work covered by~~

~~the order until the Code Enforcement Officer has removed the posted copy of the order and issued written authorization for the activity or work to be continued. If an order to cease activity is violated, the Code Enforcement Officer may issue a notice of civil infraction under KZC 170.40 and need not first issue a notice of violation.~~

~~4. Appeal – An order to cease activity may be appealed in like manner as a notice of civil infraction to the Hearing Examiner under the provisions of KZC 170.40. If a notice of civil infraction has also been issued and appealed, the appeals shall be consolidated for hearing.~~

~~170.35 Code Enforcement Officer – Notice of Violation~~

~~1. General – If the Code Enforcement Officer determines that any activity, condition, structure, or use exists that does not conform to this code, he/she may issue a notice of violation. This notice will specifically indicate:~~

~~a. The name and address of the property owner or other person to whom the notice of violation is directed; and~~

~~b. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and~~

~~c. A description of the violation and a reference to that provision or provisions of this code being violated; and~~

~~d. A statement of the action required to be taken to correct the violation as determined by the applicable department director and a date or time by which correction is to be completed, which date shall be not less than seven days after the date of issuance of the notice of violation; and~~

~~e. A statement that a monetary penalty in an amount per day for each violation as specified by KZC 170.25 shall be assessed against the person to whom the notice of violation is directed for each and every day, or portion of a day, on which the violation continues following the date set for correction.~~

~~2. Notice to Occupant and Owner – The Code Enforcement Officer shall:~~

~~a. Leave a copy of this notice with the occupant or person in charge of the property or post it in a conspicuous place on the subject property; and~~

~~b. Send a copy of the notice by certified mail to the owner of the subject property.~~

~~3. Extension – Upon written request received prior to the correction date or time, the Code Enforcement Officer may extend the date set for correction for good cause. The Code Enforcement Officer may consider substantial completion of the necessary correction or unforeseeable circumstances which render completion impossible by the date established as good cause.~~

~~170.40 Code Enforcement Officer – Notice of Civil Infraction~~

~~1. General – The Code Enforcement Officer may cause a notice of civil infraction to be issued in either of the following circumstances:~~

~~a. There is a violation of a posted order to cease activity.~~

~~b. If, after this time specified in the notice of violation, the activity, conditions, structure, or use cited in the notice of violation still does not conform to this code.~~

~~2. Issuance~~

~~a. The notice of civil infraction will be issued to the owner of the property, the occupant, or person in charge of the property and/or any other person causing or allowing the activity, conditions, structure or use to exist or occur.~~

~~b. Notwithstanding the provisions of KZC 170.30 and 170.35, the Code Enforcement Officer may issue a notice of civil infraction without having issued a notice of violation or order to cease activity when a repeated violation occurs within a six-month period of time.~~

~~c. A notice of civil infraction represents a determination that a civil infraction has been committed. The determination is final unless appealed as provided in this chapter.~~

~~3. Content – The Code Enforcement Officer shall include the following in the notice of civil infraction:~~

~~a. The name and address of the property owner or other persons to whom the notice of civil infraction is directed; and~~

~~b. The street address or a description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and~~

~~c. A description of the violation and a reference to that provision or provisions of this code which has been violated; and~~

~~d. A statement that the monetary penalty in the amount per day for each violation as specified in KZC 170.25 is assessed against the person to whom the notice of civil infraction is directed for each and every day, or portion thereof, during which the violation continues beyond the date or time established for correction in the notice of violation; and~~

~~e. A statement that the person to whom the notice of civil infraction was directed must complete correction of the violation and may pay the monetary penalty imposed to the City Clerk or may appeal the notice of civil infraction as provided in this section.~~

~~4. Service of Notice – The Code Enforcement Officer shall serve the notice of civil infraction upon the person to whom it is directed, either personally or by mailing a copy of the notice of civil infraction by certified mail, postage prepaid, return receipt requested, to such person at his/her last known address or by posting the notice of civil infraction conspicuously on the affected property or structure. The person who effected personal service shall make proof of service at the time of service by a written declaration under penalty of perjury declaring the time and date and the manner in which service was made.~~

~~5. Appeal to Hearing Examiner~~

~~a. A person to whom a notice of civil infraction is directed may appeal the notice of civil infraction including the determination that a violation exists or may appeal the amount of any monetary penalty imposed to the Hearing Examiner.~~

~~b. A person may appeal the notice of civil infraction by filing a written notice of appeal with the Department of Planning and Community Development within seven calendar days from the date of service of the notice of civil infraction.~~

~~c. The monetary penalty for a continuing violation does not accrue during the pendency of the appeal; however, the Hearing Examiner may impose a daily monetary penalty from the date of service of the notice of civil infraction if he finds that the appeal is frivolous or intended solely to delay compliance.~~

~~d. The hearing before the Hearing Examiner shall be conducted as follows:~~

~~1) The office of the Hearing Examiner shall give notice of the hearing before the Hearing Examiner to the appellant 17 calendar days before such hearing.~~

~~2) The Hearing Examiner shall conduct a hearing on the appeal pursuant to the rules of procedure as provided by the Administrative Procedure Act, Chapter 34.05 RCW. The City and the appellant may participate as parties in the hearing and each may call witnesses. The City shall have the burden of proof by a preponderance of the evidence that a violation has occurred.~~

~~6. Action of Hearing Examiner~~

~~a. The Hearing Examiner shall determine whether the City has proven by a preponderance of the evidence that a violation has occurred and shall affirm, vacate, suspend, or modify the amount of any monetary penalty imposed by the notice of civil violation with or without written conditions.~~

~~b. The Hearing Examiner shall consider the following in making his/her determination:~~

~~1) Whether the intent of the appeal was to delay compliance, or~~

~~2) Whether the appeal is frivolous, or~~

~~3) Whether there was a written contract or agreement with another party which specified the securing by the other party of the applicable permit or approval from the City, or~~

~~4) Whether the appellant exercised reasonable and timely effort to comply with applicable development regulations, or~~

~~5) Any other relevant factors.~~

~~7. Notice of Decision – The Hearing Examiner shall mail a copy of his decision to the appellant by certified mail, postage prepaid, return receipt requested.~~

~~8. Judicial Review – The decision of the Hearing Examiner may be reviewed pursuant to the standards set forth in RCW 36.70C.130 in King County Superior Court. The land use petition must be filed within 21 calendar days of the issuance of the final land use decision by the Hearing Examiner. For more information on the judicial review process for land use decisions, see Chapter 36.70C RCW.~~

~~9. Collection of Monetary Penalty~~

~~a. The monetary penalty constitutes a personal obligation of the person to whom the notice of civil infraction is directed. Any monetary penalty assessed must be paid to the City Clerk within seven calendar days from the date of service of notice of civil infraction or, if an appeal was filed pursuant to this section, within seven calendar days of the Hearing Examiner's decision.~~

~~b. The City Attorney, on behalf of the City, is authorized to collect the monetary penalty by use of appropriate legal remedies, the seeking or granting of which shall neither stay nor terminate accrual of additional per diem monetary penalties so long as the violation continues.~~

~~c. In the event of failure to appear at a hearing provided in this section, the Hearing Examiner shall assess the monetary penalty prescribed and a penalty of $25.00.~~

~~d. In the event of a conflict between this chapter and any other provision of this code or City ordinance providing for a civil penalty, this chapter shall control.~~

~~170.42 Failure To Satisfy Penalty~~

~~A person who willfully fails to pay a monetary penalty as required by provisions of this chapter may be found in civil contempt of court after notice and hearing.~~

170.~~45~~25 Variance, Permit, Decision or Discretionary Approval – General

The City shall enforce the provisions, including any conditions or restrictions, of a variance, permit, decision, or discretionary approval issued under this code as if those provisions are part of this code.

170.~~50~~30 Variance, Permit, Decision, or Discretionary Approval – Voiding

1. General – Under the provisions of this section, the City may void any variance, permit, decision or discretionary approval granted or issued under this code.

2. Review Process – The City, as the applicant, shall use the same process to determine if a variance, permit, decision, or discretionary approval should be voided as it used to grant the variance, permit, decision, or discretionary approval.

3. Decisional Criteria – The City may void a variance, permit, decision, or discretionary approval only if it finds that:

a. There have been repeated violations of any aspect, including conditions or restrictions, of the variance, permit, decision, or discretionary approval; and

b. The detriment caused by the violations clearly outweighs any public benefit of the variance, permit, decision, or discretionary approval.

4. Effect – If the City voids a variance, permit, decision, or discretionary approval, the City will apply and enforce the provisions of this code on the subject property, as if the variance, permit, decision, or discretionary approval had never been granted.

170.~~55~~35 No Personal Liability for Acts or Omissions

Each person responsible for the enforcement or administration of this code and each member of a Committee, Board, Commission or Council responsible for making any decision or recommendation under this code is relieved from any personal liability whatsoever from any injury to persons or property as a result of his/her act or omission in the good faith discharge of his/her responsibilities. If the person or member is sued for acts or omissions occurring in the good faith discharge of his/her responsibilities, the City shall defend and provide legal representation to the person or member until final disposition of the proceedings. The City shall reimburse the person or member for any costs incurred in defending against alleged liability for the acts or omissions of the person or members in the good faith discharge of his/her duties.

170.~~60~~40 Interpretations of This Code – General

1. Criteria – The Planning Director may, acting on his/her own initiative or in response to an inquiry, issue interpretations of any of the provisions of this code. The Director shall base his/her interpretations on:

a. The defined or common meaning of the words of the provision; and

b. The general purpose of the provision as expressed in the provision; and

c. The logical or likely meaning of the provision viewed in relation to the Comprehensive Plan.

2. Effect – An interpretation of this code will be enforced as if it is part of this code.

3. Availability – All interpretations of this code, filed sequentially, are available for public inspection and copying in the Planning Department

during regular business hours. The Planning Official shall also make appropriate references in this code to these interpretations.

170.~~65~~45 Interpretations of This Code – Appeal

1. Who Can Appeal – Any person who is aggrieved by an interpretation issued by the Planning Director may appeal that interpretation at any time.

2. How To Appeal – The applicant must file a letter of appeal indicating how the interpretation affects his/her property and presenting any relevant arguments or information on the correctness of the interpretation. The applicant shall include the appeals fee as established by ordinance.

3. Applicable Procedures – All appeals of interpretations of this code will be reviewed and decided upon using the appeal provisions of Process I, described in Chapter 145 KZC.

4. Effect – If the interpretation of the Planning Director is modified, the Planning Official shall:

   a. Place the modifying decision in the Interpretation File; and

   b. Change or remove, as appropriate, the interpretation that was modified; and

   c. Change the reference in this code to reflect the modification.

170.~~70~~50 Conflict of Provisions

The standards, procedures, and requirements of the code are the minimum necessary to promote the health, safety, and welfare of the residents of Kirkland. The City is free to adopt more rigorous or different standards, procedures, and requirements whenever this becomes necessary. If the provisions of this code conflict one with another, or if a provision of this code conflicts with the provision of another ordinance of the City, the most restrictive provision or the provision imposing the highest standard prevails.

170.~~75~~55 Easement Agreements Approved by the City Attorney

In each case where the City requires an applicant to provide a public walkway, public use area, or other area, facility or structure that is open to the public, the applicant shall execute and record with the King County Bureau of Elections and Records an easement or similar document approved by the City Attorney.

PUBLICATION SUMMARY
OF ORDINANCE NO. 4281

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ZONING, PLANNING, AND LAND USE AND AMENDING PORTIONS OF THE FOLLOWING CHAPTERS OF ORDINANCE 3719 AS AMENDED, THE KIRKLAND ZONING ORDINANCE: CHAPTER 1—USERS GUIDE, CHAPTER 5—DEFINITIONS, CHAPTER 95—TREE MANAGEMENT AND REQUIRED LANDSCAPING, CHAPTER 115—MISCELLANEOUS USE DEVELOPMENT AND PERFORMANCE STANDARDS, CHAPTER 117--PERSONAL WIRELESS FACILITIES, CHAPTER 141--SHORELINE ADMINISTRATION, CHAPTER 162—NONCONFORMANCE, CHAPTER 170 CODE ENFORCEMENT.

SECTION 1. Amends various sections of the Kirkland Zoning Code relating to code enforcement, as set forth in more detail in the title of the Ordinance.

SECTION 2. Provides a severability clause for the Ordinance.

SECTION 3. Provides that, to the extent the Ordinance is subject to the disapproval jurisdiction of the Houghton Community Council, it will become effective in the Houghton Community Municipal Corporation upon approval of the Houghton Community Council, or the failure of said Community Council to disapprove the Ordinance within 60 days of the passage of the Ordinance.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as April 1, 2011.

SECTION 5. Provides that a certified copy of this Ordinance will be provided to the King County Department of Assessments.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the ____ day of _____, 2011.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

_____
City Clerk

Council Meeting: 01/04/2011
Agenda: Other Business
Item #: 8. h. (3).

CITY OF KIRKLAND
Fire & Building Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager
Kevin Nalder, Director of Fire and Building

From: Tom Phillips, Building Services Manager

Date: December 20, 2010

Subject: Kirkland Property Maintenance Code Adoption

RECOMMENDATION

Council adopts an amended version of the 2009 IPMC, to be called the Kirkland Property Maintenance Code (KPMC) as part of Kirkland's efforts to consolidate code enforcement.

An effective date of April 1, 2011 is proposed in order to provide adequate time for form preparation, staff training and public information.

BACKGROUND DISCUSSION

The City currently regulates the maintenance of houses and other buildings through the Uniform Housing Code (UHC) and the Uniform Code for the Abatement of Dangerous Buildings (UCADB). These codes were last published in 1997 and have been superseded by the International Property Maintenance Code (IPMC). The main difference between the IPMC and the two Uniform codes is that the IPMC also regulates the exterior property as well as the buildings. Kirkland currently regulates some exterior property issues such as garbage, rodents and junk vehicles, but the IPMC goes further. As part of our other efforts to consolidate code enforcement, staff recommends that the Council adopt an amended version of the 2009 IPMC, to be called the Kirkland Property Maintenance Code (KPMC).

This issue was discussed at the June 17th and October 21st, 2010 Public Safety Committee meetings. It was also discussed at the December 7th Council Study Session. The following is a list of the items not currently regulated by the Municipal Code but will be under the new KPMC.

21.41.108.1.6 Drug houses to be secured from entry and utilities disconnected.

21.41.108.2.2 Describes what materials to use when securing a building.

21.41.301.3 Vacant land and structures to be maintained in a clean and safe condition.

21.41.302.1 Exterior property to be maintained in a clean and safe condition (same as above).

21.41.302.2 Prohibits the accumulation of stagnant water.

21.41.302.3 Sidewalks and driveways to kept in good repair and free from hazards.

21.41.302.4.1 Limits weeds and grass to 18 inches in height.

21.41.302.8 Prohibits inoperable and unlicenseable vehicles to be stored outside and prohibits major repairs of vehicles outside.

21.41.302.9 Prohibits defacement of property. We currently prohibit graffiti but not other forms of defacement.

21.41.304.2 All exterior surfaces of a building to be protected with paint or other protective surface. Decks and fences have been excluded from this requirement in this draft.

21.41.304.9 Overhangs, awnings and other projections from buildings must be maintained properly.

21.41.304.11 Chimneys and similar structures must have their exposed surfaces protected from the elements.

21.41.304.15 Exterior doors to be maintained in good condition.

21.41.305.3 Interior surfaces such as doors, walls and windows must be maintained in a good and sanitary condition.

21.41.305.4 Interior stairs and walking surfaces to be kept in good repair.

21.41.305.6 Interior doors must fit and operate properly.

21.41.309 All structures must be kept free from insect and rodent infestation. We currently regulate rodents but not insects.

21.41.404.4.3 Every bedroom must have access to a bathroom without passing through another bedroom.

21.41.503.1 The exit from a building must not require passage through a bathroom.

21.41.503.1 Bathrooms in hotels and dormitories must be accessible from the sleeping rooms without traversing more than one flight of stairs.

Because the KPMC addresses some regulations already in the Kirkland Zoning and Municipal codes, those regulations have been consolidated into the KPMC. To avoid conflicts, those existing regulations are proposed to be repealed by two companion Ordinances that amend the Zoning and Municipal codes. Those regulations affected are listed below.

1. KZC 1.14 *(User Guide) Junk and Junk Yards* – no change except refers to KMC 21.41.308 Rubbish, junk and garbage
2. KZC 5.447 *Junk definition* deleted - relocated to KPMC 21.41.201
3. KZC 5.448 *Junkyard definition* deleted – no longer needed, junkyards are not allowed in Kirkland
4. KZC 115.70 *Junk and Junk Yards Prohibited* deleted – regulated by KPMC 21.41.308

5. KMC 9.04 *Rodent Control* deleted – relocated to KPMC 21.41.302.5
6. KMC 9.12 *Control of Vegetation* deleted- relocated to KPMC 21.41.302.4
7. KMC 21.12 *Uniform Housing Code* deleted - provisions now in KPMC
8. KMC 21.39 *Uniform Code for the Abatement of Dangerous Buildings* deleted - provisions now in KPMC

ORDINANCE NO. 4282

AN ORDINANCE OF THE CITY OF KIRKLAND ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND REPEALING THE UNIFORM HOUSING CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND TITLE 9 OF THE KIRKLAND MUNICIPAL CODE.

The City Council of the City of Kirkland do ordain as follows:

Section 1. A new Kirkland Municipal Code ("KMC") Chapter 21.41 is hereby adopted to read as follows:

As set forth in Attachment A attached to this Ordinance and incorporated herein by this reference.

Section 2. KMC Title 9 (Health and Sanitation), including Chapters 9.04 (Rodent Control) and 9.12 (Control of Vegetation), is hereby repealed.

Section 3. KMC Chapter 21.12 (Uniform Housing Code) is hereby repealed.

Section 4. KMC Chapter 21.39 (Uniform Code for the Abatement of Dangerous Buildings) is hereby repealed.

Section 5. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 6. This ordinance shall be in force and effect on April 1, 2011 after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

ATTACHMENT 'A'

Kirkland Property Maintenance Code

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CHAPTER 1
SCOPE AND ADMINISTRATION

SECTION 21.41.101: GENERAL

21.41.101.1 Title. These regulations shall be known as the Kirkland *Property Maintenance*, hereinafter referred to as "this code."

21.41.101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operator*s and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

21.41.101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

21.41.101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 21.41.102: APPLICABILITY

21.41.102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

21.41.102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, structures and *premises*.

21.41.102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the Kirkland Municipal Code and the Kirkland Zoning Code.

21.41.102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

21.41.102.5Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's installation instructions.

21.41.102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings, as defined in the International Existing Building Code, when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

21.41.102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

> **Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

21.41.102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

21.41.102.9 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

21.41.102.10 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 21.41.103: PROPERTY MAINTENANCE INSPECTION

21.41.103.1 General. The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

21.41.103.4 Liability. The *code official*, hearing examiner or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

21.41.103.5 Fees. The fees for activities and services performed by the code official in carrying out the responsibilities under this code shall be as adopted by the Kirkland City Council.

21.41.104.2 Inspections. The *code official* is authorized to make all of the required inspections, or accept reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to

engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

21.41.104.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

21.41.104.4 Identification. The *code official* shall carry proper identification when inspecting *structure*s or *premises* in the performance of duties under this code.

21.41.104.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

21.41.104.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 21.41.105: APPROVAL

21.41.105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner*'s representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

21.41.105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

21.41.105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

> **21.41.105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.
>
> **21.41.105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

21.41.105.4 Used material and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

21.41.105.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

21.41.105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 21.41.106: CODE ENFORCEMENT

21.41.106.1 Enforcement. Enforcement of any violation of this code shall be conducted in accordance with procedures set forth in KMC 1.12.**SECTION 21.41.107: NOTICES AND ORDERS (Condemnation and Demolition)**

21.41.107.1 Notice to person responsible. Whenever the *code official* is required to provide notice per Section 21.41.108.3 or Section 21.41.110.2, notice shall be given in the manner prescribed in Sections 21.41.107.2 and 21.41.107.3 to the person responsible for the violation as specified in this code.
21.41.107.2 Form. Such notice prescribed in Section 21.41.107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 21.41.106.3.

21.41.107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

21.41.107.4 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

21.41.107.5 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 21.41.106.4.

21.41.107.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

21.41.1107.7 Means of appeal. Any person directly affected by a decision of the *code official* or a notice or order issued under this Section shall have the right to appeal as set forth in KMC 1.12.

SECTION 21.41.108: UNSAFE STRUCTURES AND EQUIPMENT

21.41.108.1 General. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, the code official is authorized to condemn such structure pursuant to the provisions of this code.

21.41.108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

21.41.108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

21.41.108.1.3 Structure unfit for human occupancy. A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

21.41.108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

21.41.108.1.5 Dangerous *structure* or *premises*. For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

21.41.108.1.6 Drug Properties and Structures. It is hereby declared that any building, structure and/or associated property wherein or upon which the manufacture, distribution, production or storage of illegal drugs or the precursors to create illegal drugs has taken place in a manner which could endanger the public, such building, structure and/or associated property is not only a dangerous property but is also of a classification of property calling for the special procedures set forth in this section. The code official is authorized to abate such dangerous buildings, structures and/or associated properties in accordance with the dangerous building procedures set forth in such code, with the following modifications:

1. Due to public safety hazard in drug-production facilities, the utilities shall be disconnected;
2. Building(s) and structures will be inspected to determine compliance with all city ordinances and codes;
3. Building(s) and any entry gates to the property will be secured against entry.

No reconnection of utilities or re-occupancy of the building(s), structures or property shall be allowed until all violations have been remedied, and all dangerous conditions abated to the satisfaction of the code official and a notice of release for re-occupancy has been received from the health department

21.41.108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

21.41.108.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 21.41.102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been

made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

21.41.108.2.2. Standards for securing buildings. To secure a building, all doors, window openings, or other openings on floors accessible from grade shall be closed and locked, or shuttered to prevent third party entry. If openings are damaged so they cannot be secured using normal building amenities, they shall be secured by covering with 7/16 inch minimum thickness structural panel cut to fit over the building opening and secured with #10 wood screws with fender washers. The screws shall penetrate the wood framing by a minimum of 1-1/4 inches and the screws shall be spaced around the perimeter of the opening at no less than 12 inches on center.

21.41.108.3 Notice. Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 21.41.107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 21.41.107.2.

21.41.108.4 Placarding. Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* is authorized to post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

21.41.108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

21.41.108.5 Prohibited occupancy. Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

21.41.108.6 Abatement methods. The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

21.41.108.7 Record. The *code official* shall have authority to cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 21.41.109: EMERGENCY MEASURES

21.41.109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code*

official is authorized to cause to be posted at each entrance to such structure a notice reading as follows: "This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

21.41.109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* is authorized to order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

21.41.109.3 Closing streets. When necessary for public safety, the *code official is authorized to* temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

21.41.109.4 Emergency repairs. For the purposes of this section, the *code official is authorized to* employ the necessary labor and materials to perform the required work as expeditiously as possible.

21.41.109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction is authorized to institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

21.41.109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the hearing examiner, be afforded a hearing as set forth in KMC Chapter 1.12.

SECTION 21.41.110: DEMOLITION

21.41.110.1 General. The *code official is authorized to* order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official is authorized to* order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

21.41.110.2 Notices and orders. All notices and orders shall comply with Section 21.41.107.

21.41.110.3 Failure to comply. If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official is authorized to* cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

21.41.110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 21.41.112: STOP WORK ORDER

21.41.112.1 Authority. Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

21.41.112.2 Issuance. A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

21.41.112.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

21.41.112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be deemed guilty of a misdemeanor or civil violation in accordance with KMC 1.12 and the violation shall be deemed a *strict liability offense*.

CHAPTER 2
DEFINITIONS

SECTION 21.41.201: GENERAL

21.41.201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

21.41.201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

21.41.201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, International Residential Code, *International Fire Code, Kirkland Zoning Code, Uniform Plumbing Code, International Mechanical Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

21.41.201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

21.41.201.5 Parts. Whenever the words "*dwelling unit*," "dwelling," "*premises*," "building," "*rooming house*," "*rooming unit,*" "*housekeeping unit*" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 21.41.202: GENERAL DEFINITIONS
ANCHORED. Secured in a manner that provides positive connection.

APPROVED. *Approved* by the *code official*.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code or portion of this code, or any duly authorized representative. The code official may be a representative of the Planning and Community Development Department, the Public Works Department or the Fire and Building Department.

CONDEMN. To adjudge unfit for *occupancy*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner*(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Graffiti. Unauthorized markings, visible from premises open to the public, that have been placed upon any property through the use of paint, ink, dye or any other substance capable of marking property.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

HISTORIC BUILDING. Any building or structure that is listed in the State or National Register of Historic Places; designated as a historic property under local or state designation law or survey; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the

property is eligible to be listed on the National or State Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Junk. Old or scrap copper; brass; rope; rags; batteries; paper; trash; rubber debris; wastes; machinery; scrap wood; junked, dismantled or wrecked automobiles, or parts thereof; iron; steel; and other old or scrap ferrous or nonferrous material.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above *labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY OR LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

OWNER. Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3
GENERAL REQUIREMENTS

SECTION 21.41.301: GENERAL

21.41.301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

21.41.301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

21.41.301.3 Vacant structures and land. All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 21.41.302: EXTERIOR PROPERTY AREAS

21.41.302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition . The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

21.41.302.2 Grading and drainage. All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

21.41.302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

21.41.302.4 Control of overgrown vegetation. Overgrown vegetation shall comply with 21.41.302.4.1 and 21.41.302.4.2.

21.41.302.4.1 Removal of overhanging vegetation and fire hazards.

(a) The owner of any property in the city shall remove or destroy, in a manner permitted by law, all vegetation or parts thereof that overhang or are growing on any sidewalk or street in a manner that obstructs or impairs the free and full use of the sidewalk or street by the public. Prior authorization is required from the city to the extent pruning or removal of trees is required.

(b) The owner of any property in the city shall remove or destroy, in a manner permitted by law, all vegetation growing or which has grown and died or debris upon property owned or occupied by them that is a fire hazard or a menace to public health, safety or welfare. Such work, when proposed in a critical area or its buffer, requires prior approval from the department of planning and community development. Prior authorization also is required from the city to the extent pruning or removal of trees is required.

21.41.302.4.2 Weeds and grass. All *premises* and *exterior property* shall be maintained free from weeds and grass in excess of 18 inches.

Upon failure to comply with this section, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds or plants growing thereon that are over 18 inches tall, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

21.41.302.5 Duty to keep buildings and premises free of rodents—Right of entry for inspection.
The owner or occupant of real property shall keep all buildings and premises free from rats, mice and other rodents, to the extent reasonably possible, as determined by the building official. A property owner or occupant shall take all necessary measures to ensure that rats, mice or other rodents do not come into contact with food, food products, goods or merchandise. Subject to applicable constitutional and statutory constraints on entry, the

building official or his appointed representative shall be permitted access to property or buildings for the purpose of ascertaining the presence of rats, mice and other rodents.

21.41.302.5.1 Duty to eradicate rodent infestation.
If rat, mice or other rodent infestation occurs, a property owner or occupant shall take all necessary measures to eradicate the infestation and prevent future infestation. In addition, the owner or occupant of the property shall perform all eradication measures as reasonably required by the building official. The provisions of this section shall not apply to wetlands, unimproved parks, greenbelts or other unimproved property if the property owner or occupant has not committed any acts or omissions that increase the likelihood of rat, mice or other rodent infestation.

21.41.302.5.2 Rat baiting.
All applicants for a demolition or a land surface modification permit and those persons undertaking a land clearing project shall initiate a rat baiting program on the project site at least fifteen days prior to the start of demolition, clearing or land surface modification activity. The baiting program must continue at least until the project begins, however, no demolition, clearing or land surface modification work shall commence until all significant rat activity has been abated even if it has been fifteen or more days since the initiation of the rat baiting program, unless approved by the building official. The rat baiting program shall be approved by a qualified pest control agent and be consistent with the Seattle-King County Health Department guidelines and recommendations for rat baiting. The use of any pesticides shall fully comply with WAC 162-28-1380. The building official shall not issue or deliver any demolition or land surface modification permit, nor shall any land clearing begin, until the applicant has filed with the city a copy of the rat baiting program and a declaration, under penalty of perjury, that the requirements of this section have been complied with. The rat baiting program may be terminated at any time, due to the lack of rat activity, upon a written recommendation of the pest control agent or upon approval of the building official, however, the program must be reinstated upon discovery of additional rat activity by the pest control agent or the building official and all work may be required to be stopped until the additional rat activity has been abated as determined in writing by the pest control or upon approval of the building official. At the discretion of the building official, a project unlikely to disturb a nesting place of rats may be exempted from the requirements of this section.

21.41.302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

21.41.302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

21.41.302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicenseable motor vehicle shall be parked, kept or stored on any premises unless parked or stored in a building complying with the Kirkland Building Code. No vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

21.41.302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 21.41.303: SWIMMING POOLS, SPAS AND HOT TUBS

21.41.303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

21.41.303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

> **Exception:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 321.41.04: EXTERIOR STRUCTURE

21.41.304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

21.41.304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;

12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guard*s and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored,* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

21.41.304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, shall be maintained in good condition. Exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.

21.41.304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

Exception: Buildings constructed under the International Residential Code, prior to July 1, 2010 are permitted to have the address number size be a minimum of 3” high.

21.41.304.4 Structural members. All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

21.41.304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

21.41.304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

21.41.304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged directly onto any other private property, public right of way or in a manner that creates a public nuisance.

21.41.304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

21.41.304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

21.41.304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

21.41.304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

21.41.304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

21.41.304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

21.41.304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

21.41.304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

21.41.304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to *dwelling units* and *sleeping units* shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 21.41.702.3.

SECTION 21.41.305: INTERIOR STRUCTURE

21.41.305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling unit*s or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

21.41.305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.

2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official.*

21.41.305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

21.41.305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, mold and other defective surface conditions shall be corrected.

21.41.305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

21.41.305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

21.41.305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 21.41.306: COMPONENT SERVICEABILITY

21.41.306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

21.41.306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
   1.1. Collapse of footing or foundation system;
   1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
   1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
   1.4. Inadequate soil as determined by a geotechnical investigation;
   1.5. Where the allowable bearing capacity of the soil is in doubt; or
   1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
   2.1. *Deterioration*;
   2.2. *Ultimate deformation*;
   2.3. Fractures;
   2.4. Fissures;
   2.5. Spalling;
   2.6. Exposed reinforcement; or
   2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
   3.1. *Deterioration*;
   3.2. Corrosion;
   3.3. Elastic deformation;
   3.4. *Ultimate deformation*;
   3.5. Stress or strain cracks;
   3.6. Joint fatigue; or

3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
   4.1. *Deterioration*;
   4.2. *Ultimate deformation*;
   4.3. Fractures in masonry or mortar joints;
   4.4. Fissures in masonry or mortar joints;
   4.5. Spalling;
   4.6. Exposed reinforcement; or
   4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
   5.1. *Deterioration*;
   5.2. Elastic deformation;
   5.3. *Ultimate deformation*;
   5.4. Metal fatigue; or
   5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
   6.1. *Ultimate deformation*;
   6.2. *Deterioration*;
   6.3. Damage from insects, rodents and other vermin;
   6.4. Fire damage beyond charring;
   6.5. Significant splits and checks;
   6.6, Horizontal shear cracks;
   6.7. Vertical shear cracks;
   6.8. Inadequate support;
   6.9. *Detached*, dislodged or failing connections; or
   6.10. Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

SECTION 21.41.307: HANDRAILS AND GUARDRAILS

21.41.307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.
Exception: *Guards and handrails* shall not be required where exempted by the adopted building code.

SECTION 21.41.308: RUBBISH, JUNK AND GARBAGE

21.41.308.1 Accumulation of rubbish, junk or garbage. All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish, junk* or garbage.

21.41.308.2 Disposal of rubbish and garbage. Every *occupant* of a structure shall dispose of all *rubbish and garbage* in a clean and sanitary manner by placing such *rubbish and garbage* in *approved* containers as set forth in Chapter 16.08.

21.41.308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish and garbage*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish and garbage*.

21.41.308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors and are defined as a public nuisance as set forth in Chapter 11.24.

SECTION 21.41.309: PEST ELIMINATION

21.41.309.1 Infestation. All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

21.41.309.2 Owner. The *owner* of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

21.41.309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for extermination on the *premises*.

21.41.309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling unit*s, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for extermination.

21.41.309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for extermination.

CHAPTER 4
LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 21.41.401: GENERAL

21.41.401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

21.41.401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

21.41.401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code or International Residential Code* shall be permitted.

SECTION 21.41.402: LIGHT

21.41.402.1 Habitable spaces. Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent

of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m_2). The exterior glazing area shall be based on the total floor area being served.

21.41.402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m_2) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 foot candle (11 lux) at floors, landings and treads.

21.41.402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 21.41.403: VENTILATION

21.41.403.1 Habitable spaces. Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 21.41.402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m_2). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

21.41.403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 21.41.403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

21.41.403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

21.41.403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

21.41.403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 21.41.404: OCCUPANCY LIMITATIONS

21.41.404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

21.41.404.2 Minimum room widths. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counter fronts and appliances or counter fronts and walls.

21.41.404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

21.41.404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 21.41.404.4.1 through 21.41.404.4.5.

21.41.404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2m^2) and every *bedroom* shall contain at least 70 square feet (6.5 m^2).

21.41.404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

21.41.404.4.3 Water closet accessibility. Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

21.41.404.4.4 Prohibited occupancy. Kitchens and non-habitable spaces shall not be used for sleeping purposes.

21.41.404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5 of this code; the heating facilities and electrical receptacle requirements of Chapter 6 of this code; and the smoke detector and emergency escape requirements of Chapter 7 of this code.

21.41.404.5 Overcrowding. The number of persons occupying a *dwelling unit* shall not create conditions that, in the opinion of the *code official*, endanger the life, health, safety or welfare of the *occupants*.

21.41.404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two *occupants* shall have a clear floor area of not less than 220 square feet (20.4 m^2). A unit occupied by three *occupants* shall have a clear floor area of not less than 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

21.41.404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5
PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 21.41.501: GENERAL

21.41.501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

21.41.501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

SECTION 21.41.502: REQUIRED FACILITIES

21.41.502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

21.41.502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

21.41.502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

21.41.502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

> **21.41.502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

21.41.502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *Chapter 21.24*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 21.41.503: TOILET ROOMS

21.41.503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

21.41.503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

21.41.503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 21.41.504: PLUMBING SYSTEMS AND FIXTURES

21.41.504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

21.41.504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

21.41.504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 21.41.505: WATER SYSTEM

21.41.505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Chapter 21.24*.

21.41.505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

21.41.505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

21.41.505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C).A gas-burning water heater shall not be located in any *bathroom*, *toilet room*, *bedroom* or other occupied room normally kept closed, unless adequate combustion air is

provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 21.41.506: SANITARY DRAINAGE SYSTEM

21.41.506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

21.41.506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

21.41.506.3 Grease interceptors. Where it has been determined that a grease interceptor is not being maintained and serviced as intended by this code and the manufacturer's instructions, an *approved* interceptor monitoring system shall be provided or a maintenance program shall be established with documentation submitted to the *code official*.

SECTION 21.41.507: STORM DRAINAGE

21.41.507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall be discharged in a manner consistent with the requirements of the Kirkland Municipal Code and shall not be discharged in a manner that creates a public nuisance.

21.41.507.2 Private Property Drainage. Drainage from roof, paved areas, yards, or courts shall not be intentionally discharged directly onto any other private property or public Right of Way.

CHAPTER 6
MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 21.41.601: GENERAL

21.41.601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

21.41.601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 21.41.602: HEATING FACILITIES

21.41.602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

21.41.602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

21.41.602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

21.41.602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 21.41.603: MECHANICAL EQUIPMENT

21.41.603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

21.41.603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

21.41.603.3 Clearances. All required clearances to combustible materials shall be maintained.

21.41.603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

21.41.603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

21.41.603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 21.41.604: ELECTRICAL FACILITIES

21.41.604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 21.41.605.

21.41.604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 21.70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

21.41.604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

21.41.604.3.1 Abatement of electrical hazards associated with water exposure. Electrical equipment and wiring, that have been submerged or exposed to water shall comply with the provisions of Chapter 21.70 .

21.41.604.3.2 Abatement of electrical hazards associated with fire exposure. Electrical equipment and wiring that have been submerged or exposed to water shall comply with the provisions of Chapter 21.70.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 21.41.605: ELECTRICAL EQUIPMENT

21.41.605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

21.41.605.2 Receptacles. Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection.

21.41.605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

21.41.605.4 Extension Cords. Extension cords shall not be used for permanent wiring. Extension cords shall not extend from one room to another; be placed across a doorway; extend through a wall or partition; or be used in a any area where such cord may be subject to physical damage.

SECTION 21.41.606: ELEVATORS, ESCALATORS AND DUMBWAITERS

21.41.606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the Washington State Department of Labor and Industries.

21.41.606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

> **Exception:** Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 21.41.607: DUCT SYSTEMS

21.41.607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7
FIRE SAFETY REQUIREMENTS

SECTION 21.41.701: GENERAL

21.41.701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

21.41.701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 21.41.702: MEANS OF EGRESS

21.41.702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with Chapter 21.20.

21.41.702.2 Aisles. The required width of aisles in accordance with Chapter 21.20 shall be unobstructed.

21.41.702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by Chapter 21.08 and Chapter 21.10.

21.41.702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 21.41.703: FIRE-RESISTANCE RATINGS

21.41.703.1 Fire-resistance-rated assemblies. The required fire-resistance-rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

21.41.703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 21.41.704: FIRE PROTECTION SYSTEMS

21.41.704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

> **21.41.704.1.1 Automatic sprinkler systems.** Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

CHAPTER 8
REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

American Society of Mechanical Engineers
Three Park Avenue

ASME New York, NY 10016-5990

Standard Referenced
reference in code
number Title section number

A17.1/CSA B44—2007 Safety Code for Elevators and Escalators . . . . . .
.21.41.606.1
ASTM International
100 Barr Harbor Drive

ASTM West Conshohocken, PA 19428-2959

Standard Referenced
reference in code
number Title section number
F1346—91 (2003) Performance Specifications for Safety Covers and Labeling Requirements for All Covers
for Swimming Pools, Spas and Hot Tubs 21.41.303.2
International Code Council
500 New Jersey Avenue, NW
6th Floor

NFPA Quincy, MA 02269

Standard Referenced
reference in code
number Title section number
25—08 Inspection, Testing and Maintenance of Water-based Fire Protection Systems 704.1.1
70—08 National Electrical Code . . . . . , 21.41.201.3,

PUBLICATION SUMMARY
OF ORDINANCE NO. 4282

AN ORDINANCE OF THE CITY OF KIRKLAND ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE AND REPEALING THE UNIFORM HOUSING CODE, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND TITLE 9 OF THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Creates a new Chapter 21.41 of the Kirkland Municipal Code ("KMC") entitled "Kirkland Property Maintenance Code."

SECTION 2. Repeals KMC Title 9 (Health and Sanitation), including Chapters 9.04 (Rodent Control) and 9.12 (Control of Vegetation).

SECTION 3. Repeals KMC Chapter 21.12 (Uniform Housing Code).

SECTION 4. Repeals KMC Chapter 21.39 (Uniform Code for the Abatement of Dangerous Buildings).

SECTION 5. Provides a severability clause for the Ordinance.

SECTION 6. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as April 1, 2011.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the ____ day of _____, 2011.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

_____
City Clerk

Council Meeting: 01/04/2011
Agenda: Other Business
Item #: 8. h. (4).

CITY OF KIRKLAND
Department of Finance and Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Barry Scott, Purchasing Agent

Date: December 16, 2010

Subject: REQUEST TO ENTER INTO INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH NATIONAL PURCHASING PARTNERS

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Intergovernmental Cooperative Purchasing Agreement with the National Purchasing Partners (NPP) in order to purchase off of their competitively bid contracts when it is determined to be in the best interest of the City to do so.

BACKGROUND AND DISCUSSION:

NPP is a Seattle based cooperative purchasing association that is endorsed by the Association of Washington Cities and the League of Oregon Cities. The League of Oregon Cities also serves as the lead agency for bidding many of the NPP's contracts. NPP's competitively bid contracts are available for use by member agencies. More than fifty (50) cities, counties and special districts in Washington State are registered as participating members of NPP.

The Parks Maintenance Division has previously ordered playground equipment using a State contract that was available to members of the WA State Purchasing Cooperative. That contract has expired. The Parks Maintenance Division has become aware that the playground equipment required for Peter Kirk Park is available at a very competitive price on a NPP contract that was awarded by the League of Oregon Cities as the lead contracting agency.

The NPP program is very similar to other cooperative purchasing programs that the City participates in (e.g. King County Directors' Association, US Communities). Membership in the NPP program will simply provide the City with another tool in its purchasing toolbox.

There are no fees charged to the government entities participating as members of the NPP.

RESOLUTION R-4859

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN A INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE NATIONAL PURCHASING PARTNERS AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland and National Purchasing Partners seek to enter into an intergovernmental cooperative purchasing agreement enabling the City of Kirkland to purchase goods and services through the National Purchasing Partners' contracts; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Kirkland to enter into such an interlocal cooperative purchasing agreement; and

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

Section 1. Participation by the City of Kirkland in the Intergovernmental Cooperative Purchasing Agreement attached as "Exhibit A" to the original of this resolution and by this reference incorporated herein is approved. The Kirkland City Manager is hereby authorized to execute said agreement on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in open meeting this 4th day of January, 2011.

Signed in authentication thereof this ____ day of _____, 2011.

_____
MAYOR

ATTEST:

_____
City Clerk

National Purchasing Partners

Member Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) by and between government entities and associated non-profit institutions that execute a Lead Contracting Agency Authorization ("Lead Contracting Agency(ies)") to be supplemented and made a part hereof and participating National Purchasing Partners ("NPP") government entity members ("Participating Agencies") that agree to the terms and conditions of this Agreement. All NPP Lead Contracting Agencies and Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agencies have entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP, is a subsidiary of two nonprofit health care systems, providing group purchasing marketing and administrative support for governmental entities within the membership. NPP's marketing and administrative services are free to its membership, which includes participating public entities and non-profit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Vendor Contracts through the inclusion of the membership in Lead Contracting Agency bid Solicitation and Master Price Agreements;

WHEREAS, the Master Price Agreements provide that all members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements open to all NPP members;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each Party represents and warrants that it is eligible to participate in this Agreement because it is a local government or non-profit corporation created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements, both in state law and local policy.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. Each party will facilitate the cooperative procurement of goods and services.

b. The procuring party shall be responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreements and NPP.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or Price Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or Price Agreement, except as modified where otherwise

allowed or required by applicable law, and does not relieve the party of its other bid requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to NPP at 1100 Olive Way, Suite 900, Seattle, Washington 98101.

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF EACH "LEAD

CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAD CONTRACTING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of League of Oregon Cities (Lead Contracting Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by Lead Contracting Agencies will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of League of Oregon Cities and is duly authorized to sign this Lead Contracting Agency Endorsement and Authorization.

BY: Ken Strobeck
ITS: Executive Director

Date: 8/31/05

Lead Contracting Agency Contact Information:

Contact Person: Jennie Messmer
Address: P. O. Box 928
Salem, OR 97308

Telephone No.: 503-588-6550
Email: jmessmer@orcities.org

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of CITY OF KIRKLAND (Participating Agency) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Member Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by Lead Contracting Agencies to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Member Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of CITY OF KIRKLAND and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____

BY: Kurt Triplett
ITS: City Manager

Participating Agency Contact Information:

Contact Person: Barry Scott
Address: City of Kirkland
123 5th Ave
Kirkland, WA 98033
Telephone No.: 425-587-3123
Email: bscott@ci.kirkland.wa.us

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Julie Elsom, Senior Operations and Finance Analyst
Ray Steiger, P.E., Interim Public Works Director

Date: December 20, 2010

Subject: Amendment to Permit and Administrative Fees charged by the Public Works Department and 2011 Surface Water Utility Tax Rate Correction.

RECOMMENDATION

It is recommended that the City Council adopt the attached ordinance amending Kirkland Municipal Code (KMC) 5.74.040 relating to established permit and administrative fees charged by the Public Works Department and KMC 5.08 relating to the surface water utility tax.

BACKGROUND DISCUSSION

Permit and administrative fees

On November 5, 2009, the City Council adopted Ordinance 4215 to simplify and clarify the fees that Public Works charges to customers. This included consolidating all of the Public Works fees for administration, utility billing special charges, and permit review into one chapter in the KMC; previously the fees were scattered throughout Titles 5, 15, and 19. Ordinance 4215 amended the KMC and consolidated all of the fees into one table that is included in Title 5.74.040. In the process of consolidating the fees to one location, the following fee type and fee amounts were inadvertently omitted from the water billing schedule:

Type	Amount
Water Service Shutoff or Turn-on for unpaid user bill before 3 p.m. on business days	$40.00
Water Service Shutoff or Turn-on for unpaid user bill after 3 p.m. on business days	$90.00

The attached ordinance corrects the error by amending KMC 5.74.040 to include these fees.

Surface Water Utility Tax

In addition, on September 21, 2010, the City Council adopted Ordinance 4261 related to the surface water utility tax rate. The rate was inadvertently included in the Ordinance at 10.5%, an increase of 3% over what it should be: 7.5%; Council's intent was to keep the rate at 7.5%.

The attached ordinance amends KMC code Chapter 5.08.050 and includes the correct surface water utility tax rate of 7.5% to reflect the action taken by City Council at its September meeting.

ORDINANCE NO. 4283

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO CORRECTING FEES AND AMENDING SECTIONS 5.08.050 AND 5.74.040 OF THE KIRKLAND MUNICIPAL CODE.

The City Council of the City of Kirkland do ordain as follows:

Section 1. Kirkland Municipal Code Section 5.08.050 is hereby amended to read as follow:

5.08.050 Utility occupations subject to tax—Amount.

There are levied upon and shall be collected from every person engaging within this city in utility occupations annual license fees or occupation taxes in the amounts to be determined by the application of the rates against gross income as follows:

(1) Upon every person engaged in or carrying on the business of providing telephone services, a fee or tax equal to six percent of the total gross income from such business in the city, including one hundred percent of the total gross revenues derived from toll service, during the tax year for which the license is required;

(2) Upon every person engaged in or carrying on the business of selling or furnishing natural or manufactured gas, a fee or tax equal to six percent of the total gross income for such business in the city during the tax year for which the license is required;

(3) Upon every person engaged in or carrying on the business of selling or furnishing electric light and power or electrical energy, a fee or tax equal to six percent of the total gross income from such business in the city for the tax year for which the license is required;

(4) Upon every person engaged in or carrying on the business of furnishing sanitary collection services, including both sewage and refuse, a fee or tax equal to ten and one-half percent of the total gross income from such business in the city during the tax year for which the license is required;

(5) Upon every person engaged in or carrying on the business of furnishing water collection services, a fee or tax equal to thirteen and thirty-eight one-hundredths percent of the total gross income from such business in the city during the tax year for which the license is required;

(6) Upon every person conducting or operating a storm water and/or surface water utility for any customer, including residential and commercial customers, a fee or tax equal to ~~ten~~ seven and one-half percent of the total gross income from such business in the city during the tax year for which the license is required;

(7) Upon every person engaged in or carrying on the business of providing cable service, a fee or tax equal to six percent of the total gross income from such business in the city during each tax year.

Section 2. Kirkland Municipal Code Section 5.74.040 is hereby amended to read as follows:

5.74.040 Fees charged by the public works department.

(a) The schedule below establishes permit and administrative fees charged by the public works department.

Fee Type	Fee Amount
Water—Meter installation **(Each fee includes a $50.00 administration charge)** **3/4" meter** **1" meter** **1-1/2" meter** **2" meter** **Greater than 2"**	 $129.00 $159.00 $225.00 $294.00 Time and materials
Water—Billing **Customer-requested service shutoff during business hours** **Customer-requested service shutoff during nonbusiness hours** **<u>Water service shutoff or turn-on for unpaid user bill before 3 p.m. on business days</u>** **<u>Water service shutoff or turn-on for unpaid user bill after 3 p.m. on business days</u>** **Service calls if broken water line was caused by owner/occupant** **Special water meter reading** **Alternate billing** **Cut lock fee** **Shut-off tag** **Water restrictions penalty**	 $30.00 $80.00 <u>$40.00</u> <u>$90.00</u> $20.00 $40.00 $10.00 $60.00 $20.00 Up to $50.00/day
Sewer—Permits **New or replacement side sewer inspection** **Side sewer repair (< 10 feet) inspection** **Side sewer cap inspection** **Septic system abandonment inspection** **Side sewer stub fee (for city-installed stub)**	 $425.00 $58.00 $58.00 $58.00 $1,062.00 min. or as documented
Sewer—Discharge regulation **Penalty for late discharge report (late after 30 days)** **Penalty—Discharge compliance, incomplete actions** **Penalty—Nonmaintenance of FOG systems**	 $25.00/day for first 20 days, then $100.00/day, for a maximum of $1,000.00 total. $100.00/day for 60 days max. $500.00 + city maintenance costs. Second year: $1,000.00 + city maintenance costs

Penalty—Inaccurate or incomplete report	$100.00 for first offense
Sewer—Billing **Sewer service call (customer problem)**	 $20.00
Right-of-Way **Permit to work in ROW—Standard** **Permit to work in ROW—Basic** **Street cut fee 1—50 sq. ft.** **Street cut fee 51—100 sq. ft.** **Street cut fee 101 sq. ft. or larger** **Street cut administration fee**	 $372.00 $106.00 $200.00 $400.00 $400.00 + $400.00 for each additional 100 sq. ft. $25.00 per street cut
Storm Drainage (Surface Water) **Surface water drainage plan check fees** **(see PW pre-approved plans and policies for description of review types):** **(a) Small—Type I review** **(b) Small—Type II review** **(c) Targeted review** **(d) Full review** **(e) Roof/driveway drain connection inspection** **(f) Surface water adjustment process** **(see PW pre-approved plans and policies for full description)**	 $375.00 $905.00 $1,580.00 $3,160.00 $637.00 $150.00 for up to 2 hours of process, and then $75/hour thereafter
Miscellaneous Review and Inspection Fees **When the public works department provides engineering review or inspections services, and a fee for such service is not published, the applicant shall pay the following rate for such services** **Impact fee—Independent fee review** **Right-of-way nonuser relinquishment review fee**	 $75.00 per hour $200.00, plus $75.00 per hour of review $375.00 for up to 5 hours' process, and $75.00/hour thereafter
City trees **Civil penalties for violations, per day**	 1st violation—$200.00 2nd violation—$400.00 3rd violation—$600.00

(b) Whenever any construction work, public improvement or other activity is required or permitted to be performed upon any public right-of-way, or within or upon any property which, upon completion of said work or activity, is to be conveyed or dedicated as public right-of-way or public easement, the city shall not accept for maintenance or otherwise such work, improvement, facility or activity until there has been paid to the city by the person required or permitted to perform such work or activity an amount equal to ten percent of the estimated cost of construction of such work, improvement, facility or activity as

and for reimbursement to the city for its cost of review and inspection of such work, improvement, facility or activity. In addition, prior to the release of any permit for construction of storm drainage collection and conveyance on private property, the permit applicant shall pay a fee equal to ten percent of the estimated cost of construction of such work, improvement, facility or activity as and for reimbursement to the city for its cost of review and inspection of such work, improvement, facility or activity. Estimated cost of construction shall be determined by the director of the department of public works. Whenever such a review and inspection fee is required, the public works department is authorized to collect up to one-half of the fee at permit application with the remainder being due at permit issuance.

(c) This section shall not apply to:

(1) Work performed under public works construction contracts let by the city pursuant to Chapter 3.85 of this code; or

(2) So much of such work performed under a developer's extension agreement (Chapter 35.91 RCW facilities agreement) as is determined by the director of public works to be for the benefit of the Kirkland water or Kirkland sewer system rather than for the benefit of the property being concurrently subdivided, developed or improved by the signors to the developer extension agreement.

(d) The director is authorized to interpret the provisions of this chapter and may issue rules for its administration. This includes, but is not limited to, correcting errors and omissions and adjusting fees to match the scope of the project. The fees established here will be reviewed annually, and, effective January 1st of each year, may be administratively increased or decreased by an adjustment, rounded to the nearest dollar, to reflect the current published annual change in the Seattle Consumer Price Index for Wage Earners and Clerical Workers as needed in order to maintain the cost recovery objectives established by the city council.

Section 3. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 4. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4283

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO CORRECTING FEES AND AMENDING SECTIONS 5.08.050 AND 5.74.040 OF THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Amends Kirkland Municipal Code ("KMC") Section 5.08.050 by correcting the fee or tax for conducting or operating a storm water and/or surface water utility.

SECTION 2. Amends KMC Section 5.74.040 by adding water shutoff or turn-on for unpaid user bill fees to the schedule for permit and administrative fees charged by the public works department.

SECTION 3. Provides a severability clause for the ordinance.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2011.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

_____
City Clerk

Council Meeting: 04/04/2011
Agenda: Other Business
Item #: 8. h. (6).

CITY OF KIRKLAND
Public Works Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Rob Jammerman, Development and Environmental Services Engineering Manager
Ray Steiger, PE, Interim Public Works Director

Date: December 17, 2010

Subject: Redmond/Kirkland Interlocal Agreement for Interim Sewer Service

RECOMMENDATION

It is recommended that the City Council pass a resolution that authorizes the City Manager to sign the attached City of Redmond and City of Kirkland Interlocal Agreement for interim sanitary sewer service.

BACKGROUND DISCUSSION

The basis and details of the proposed Interlocal Agreement are as follows:

1. The City of Redmond is in the process of approving the St George Coptic Orthodox Church project that will be located at the northeast corner of 132nd Avenue NE and NE 100th Street (Attachment 1); 132nd Avenue NE is the City limit line between Kirkland and Redmond.

2. The City of Redmond does not have a sanitary sewer system that can serve the Church at this time but has plans to extend sanitary sewer to serve the Church property as well as other Redmond property in the neighborhood in the future (via private development or City-funded projects).

3. The City of Kirkland has sanitary sewer in 132nd Avenue NE that can serve the Church property.

4. The City of Redmond is proposing that the new Church be connected to the Kirkland sewer system until the Redmond sewer system becomes available. Redmond is requiring the Church to build an eventual connection to the Redmond system as a condition of development. The sewer system on the Church property is being designed so that it can easily be redirected to the Redmond sewer system when the connection becomes available.

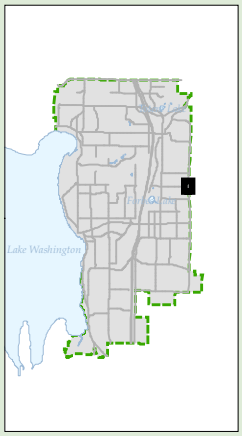
5. The Church will be required to pay City of Kirkland Sewer Capital Facility Connection charges and these charges will be eligible for a partial refund (prorated) if the Church is reconnected to the Redmond sanitary sewer within 10 years after connection to the Kirkland sanitary sewer.

6. After the Church is constructed, it will be billed for utilities (water, sewer, and solid waste) by the City of Redmond and in turn, Redmond will annually reimburse Kirkland 20% of the local collection component of Redmond's sewer service charge to the Church. Redmond will be responsible all regional wastewater treatment charges for the Church's sanitary sewer.

Attachment 1 – Map of Property
Attachment 2 – Redmond-Kirkland Interlocal Agreement for Interim Sewer Service

Attachment 1

St George Coptic Orthodox Church -- sanitary sewer

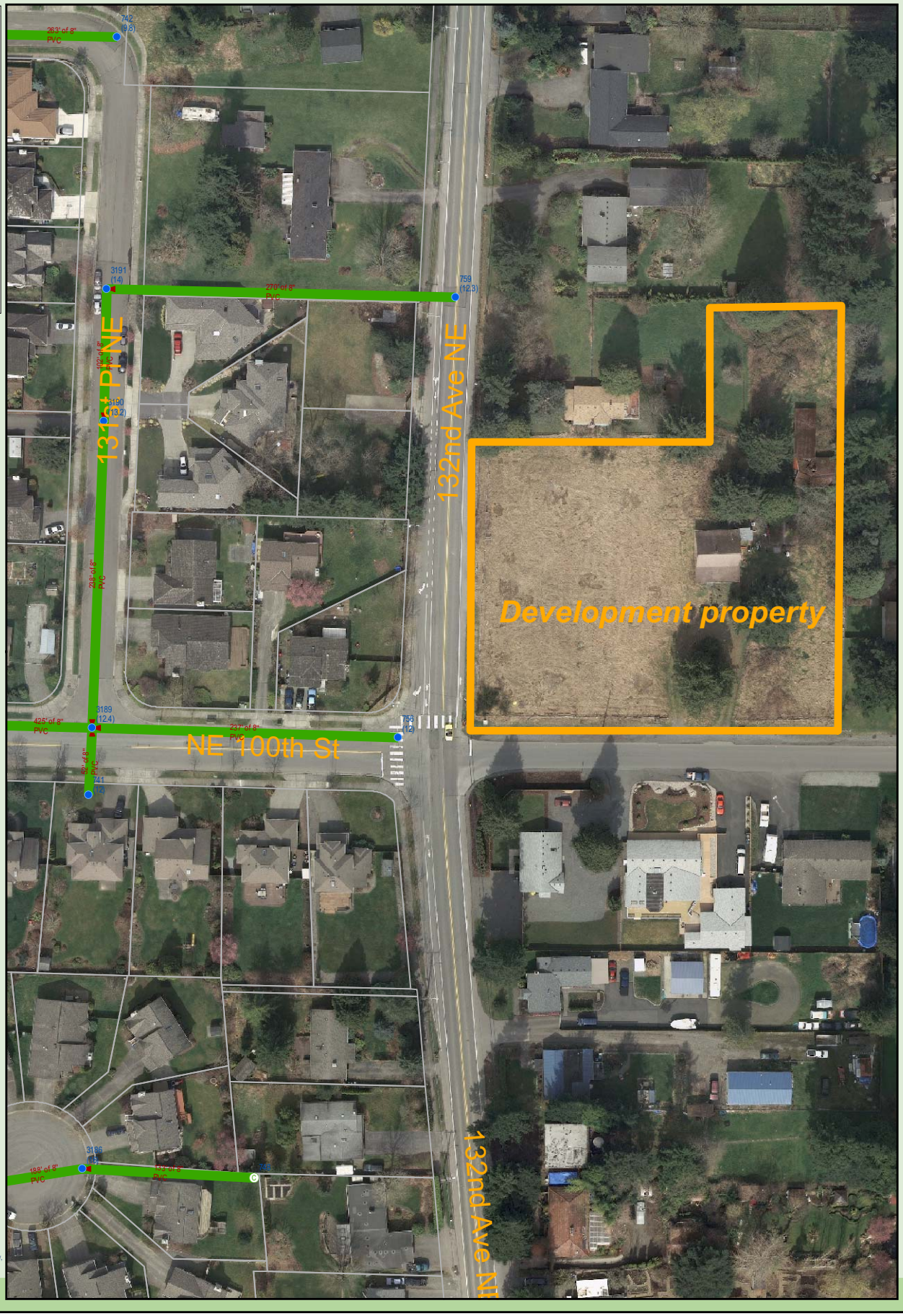


Vicinity Map

0 5,800 11,600 17,400
Feet

Legend

Sewer Pipes



0 5,400 10,800 16,200
Feet

CITY OF KIRKLAND WASHINGTON

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-Print Date: 3/31/2010

-Location: \\SRV-GISF01\Vol1\IT\Work\CM\TemplateFiles\COK\8x11Portrait.mxd

RESOLUTION R-4860

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND THE CITY OF REDMOND FOR INTERIM SEWER SERVICE FOR ST. GEORGE COPTIC ORTHODOX CHURCH.

WHEREAS, St. George's Coptic Orthodox Church ("the Church") owns property, recently annexed to The City of Redmond, located on the northeast corner of NE 100th Street and 132nd Avenue NE; and

WHEREAS, The Church desires to develop its property with a church and has requested that Redmond and Kirkland allow the Church to connect to the Kirkland sewer located 50 feet from the Church property, rather than having to extend the Redmond sewer 2700 feet to the Church property; and

WHEREAS, In order to allow the Church to develop, Kirkland and Redmond have agreed on certain terms and conditions under which the Church would be allowed to temporarily connect to, and be serviced by, the Kirkland sewer until such time as the Redmond sewer is extended to a location at which the Church may connect.

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "City of Redmond and City of Kirkland Interlocal Agreement for Interim Sewer Service for St. George Coptic Church."

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this ____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

R-4860
Exhibit A

CITY OF REDMOND AND CITY OF KIRKLAND
INTERLOCAL AGREEMENT FOR INTERIM SEWER SERVICE
FOR ST. GEORGE COPTIC CHURCH

THIS AGREEMENT is made and entered into by and between the City of Kirkland, a Washington municipal corporation ("Kirkland"), and the City of Redmond, a Washington municipal corporation ("Redmond") for the purposes hereafter mentioned.

RECITALS

A. St. George's Coptic Orthodox Church ("the Church") owns property located on the northeast corner of NE 100th Street and 132nd Avenue NE ("the Church Property"). The Church Property is legally described on Exhibit A attached to this Agreement and incorporated herein by this reference as if set forth in full. The Church Property has recently been annexed to the City of Redmond.

B. Redmond owns and operates a sanitary sewer system within Redmond. The closest Redmond sewer location to the Church Property is in the intersection of NE 100th Street and 140th Avenue NE, approximately 2700 feet east of the Church Property.

C. Kirkland owns and operates a sanitary sewer system within Kirkland. The closest Kirkland sewer location to the Church Property is in the intersection of NE 100th Street and 132nd Avenue NE, approximately 50 feet from the Church Property.

D. The Church desires to develop its property with a church and has requested that Redmond and Kirkland allow the Church to connect to the Kirkland sewer rather than having to extend the Redmond sewer 2700 feet to the Church Property.

E. In order to allow the Church to develop, Kirkland and Redmond have agreed on certain terms and conditions under which the Church would be allowed to temporarily connect to and be serviced by the Kirkland sewer until such time as the Redmond sewer is extended to a location at which the Church may connect.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, Redmond and Kirkland agree as follows:

1. Purpose. The purpose of this Agreement is to provide for temporary sanitary sewer service to the Church Property through connection to Kirkland's sewer system.

2. Redmond to Connect Temporary Main. Kirkland hereby grants Redmond permission to connect an eight inch (8") sanitary sewer main ("the Redmond main") to the existing Kirkland sewer manhole on the eastern edge of the 132nd Avenue NE right-of-way in the northerly half of NE 100th Street. The Redmond main will be extended to the eastern portion of 132nd Avenue NE and then extended northerly to the northern boundary of the

Church Property. All construction shall be accomplished at Redmond's sole cost and expense. Redmond shall obtain any necessary permits from Kirkland to make the connection and shall obtain Kirkland's approval of plans for the connection.

3. Church to Connect to Redmond Main. The Church will connect the Church Property to the Redmond main by side sewer extension. No other connections will be allowed by Redmond. Kirkland agrees to accept wastewater from the Church Property into the Kirkland sewer system for transmission to King County for treatment and disposal, provided, that the Church shall comply with all rules and regulations of King County, Kirkland, and Redmond, with respect to such wastewater disposal in that order of priority.

4. Church to Construct Additional Main. As a condition of development approval for the church, Redmond will require the Church to construct a portion of the sewer main that will ultimately be needed to serve the Church Property from the Redmond sewer system. This additional main will likely be in NE 100th Street between 132nd Avenue NE and 134th Avenue NE and in 132nd Avenue NE along the frontage of the Church Property. This additional main will be approximately 800 feet in length and will be constructed at no cost or expense to Kirkland. At such time as Redmond sewers are extended in NE 100th Street between 140th Avenue NE and 134th Avenue NE, the Church will be disconnected from the Redmond main described in Section 3 above and connected to the additional main described in this Section.

5. Church to be a Redmond Customer. The Church shall at all times be a Redmond sanitary sewer customer and subject to Redmond's rates and charges, including connection charges. Kirkland shall not bill the Church directly for sanitary sewer service.

6. Redmond to Compensate Kirkland. Redmond shall pay to Kirkland twenty percent (20%) of the local collection component of Redmond sewer service charge to the Church as compensation to Kirkland for transmission of the Church's sanitary sewage to King County for treatment and disposal. Redmond shall report flows for the Church to King County and pay the regional wastewater treatment charges for the Church's sanitary sewage. Payment to Kirkland shall be made annually in a lump sum payment by January 31 for the prior year's sewer charges.

7. Kirkland Sewer Capital Facility Charge (SCFC). The Church shall pay the applicable Kirkland SCFC to the City of Kirkland prior to issuance of a Building Permit for the new Church. If the Church is connected to the Redmond sewer system within 10 years after the SCFC is paid, the Church may request a refund from the City of Kirkland for a portion of the SCFC. The refund will be calculated pro rata based on the amount of time remaining on the ten years when the Church connects to the Redmond sewer.

8. Duration. This Agreement shall take effect on the date the last party signs the same and shall terminate upon disconnection of the Church Property from the Redmond main described in Section 3 and connection to the additional main described in Section 4. Termination prior to that date may be accomplished only by:

A. Mutual agreement of Redmond and Kirkland; or

B. Termination by either party upon material breach of this Agreement by the other, provided, that no such termination may be accomplished unless the terminating party notifies

the breaching party of its intent to terminate and provides the breaching party with no less than thirty days to cure the breach and avoid termination.

9. Property and Financing. No joint property is being acquired by the parties to this Agreement and both the Redmond main described in Section 3 and the additional main described in Section 4 shall at all times be solely owned by Redmond. No joint financing of any purchase, improvement, or activity is provided for in this Agreement and all construction shall be accomplished at no cost and expense to Kirkland.

10. Administration. This Agreement shall be jointly administered by the public works directors of Kirkland and Redmond.

11. Notices. Any notices required by this Agreement shall be given in writing to the parties at the following addresses:

Kirkland:	Redmond
Kurt Triplett City Manager City of Kirkland 123 Fifth Avenue Kirkland, WA 98033	John Marchione Mayor City of Redmond P.O. Box 97010 Mail Stop CHEX Redmond, WA 98073-9710

12. Severability. If any section, sentence, clause, or phrase of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other section, sentence, clause, or phrase. The parties agree that in the event such invalidity or unenforceability deprives either party of any of the benefits provided herein, as determined by the party who believes they have been so deprived, a replacement provision will be negotiated to restore those benefits. In the event a replacement provision cannot be negotiated, the Agreement will be deemed terminated and the Church's connection to the Kirkland system will be immediately disconnected by Redmond or by Kirkland or its agents at Redmond's expense.

13. Entire Agreement. This Agreement constitutes the final and entire agreement and understanding between the parties concerning the provision of sewer service to the Church and supersedes all prior agreements and understandings. This Agreement may be amended only by a written instrument signed by both parties.

R-4860
Exhibit A

CITY OF KIRKLAND

_____
Kurt Triplett, City Manager

Dated:_____

CITY OF REDMOND

_____
John Marchione, Mayor

Dated:_____

APPROVED AS TO FORM:
OFFICE OF THE KIRKLAND CITY ATTORNEY:

_____

APPROVED AS TO FORM:
OFFICE OF THE REDMOND CITY ATTORNEY:

_____

Council Meeting: 01/04/2011
Agenda: Other Business
Item #: 8. h. (7).

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: David Godfrey, P.E., Transportation Engineering Manager
Ray Steiger, P.E., Interim Public Works Director

Date: December 21, 2010

Subject: Road and Park Impact Fee Extensions of Deferred Payments and Extensions to the Annexation Area

RECOMMENDATION

Adopt the attached ordinance amending the City's traffic and park impact fees (KMC Chapter 27.04 and 27.06).

BACKGROUND

Staff has prepared an ordinance for consideration including the following amendments to the City's road and park impact fee provisions:

- Extend the sunset provisions for deferred impact fee payment for another year (from May 31, 2011 to May 31, 2012).
- Allow for the collection of impact fees in the annexation area starting June 1, 2011.

Sections 1 and 2 of the attached ordinance extend the option for payment of Road and Park impact fees to the time of closing rather than when the permit is paid for. This option is available only for single family residences that are for resale. Section 3 extends existing Road and Park impact fees to the annexation area. Rates will be recalculated when future land use and capital facilities plans are revised with the next Comprehensive Plan update which is planned for 2013.

ORDINANCE NO. 4284

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO TRANSPORTATION AND PARK IMPACT FEES AND EXTENDING THE AVAILABILITY OF CERTAIN IMPACT FEE DEFERALS IN KIRKLAND MUNICIPAL CODE SECTIONS 27.04.030(G) AND 27.06.030(G).

The City Council of the City of Kirkland do ordain as follows:

Section 1. Kirkland Municipal Code ("KMC") Section 27.04.030(g) is hereby amended to read as follows:

27.04.030 Assessment of impact fees.

. . .

(g) For complete building permit applications received on or prior to May 31, ~~2011~~ 2012, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against the title to the property that requires payment of the impact fees due and owing, less any credits awarded, by providing for automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. Applicants electing to use this process shall pay a two hundred forty dollar administration fee for each individual lien filed.

. . .

Section 2. Kirkland Municipal Code ("KMC") Section 27.06.030(g) is hereby amended to read as follows:

. . .

(g) For complete building permit applications received on or prior to May 31, ~~2011~~2012, at the time of issuance of any single-family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against the title to the property that requires payment of the impact fees due and owing, less any credits awarded, by providing for automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. Applicants electing to use this process shall pay a two hundred forty dollar administration fee for each individual lien filed.

. . .

Section 3. The provisions of KMC Chapters 27.04 (Transportation Impact Fees) and 27.06 (Park Impact Fees) shall take effect in the annexation area legally described in Exhibit A to City of Kirkland Ordinance No. 4229 on June 1, 2011, or upon the effective date of annexation, whichever is later.

Section 4. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 5. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF KIRKLAND
Department of Finance & Administration
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Barry Scott, Purchasing Agent

Date: December 16, 2010

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF JANUARY 4, 2011

This report is provided to apprise the Council of recent and upcoming procurement activities where the cost is estimated or known to be in excess of $50,000. The "Process" column on the table indicates the process being used to determine the award of the contract.

The City's major procurement activities initiated since the last report, dated October 5, 2010, are as follows:

	Project	Process	Estimate/Price	Status
1.	Fire Department Radios	Cooperative Purchase	$241,358.45	Purchase made using Western States Contracting Alliance contract with Motorola.
2.	NE 85th St/114th Ave NE Intersection Improvements	Invitation for Bids process	$165,000	Advertised on 12/21. Bids due on 1/14/2011.
3.	Peter Kirk Park Playground Equipment	Cooperative Purchase	$58,472.39	Purchase planned to be made using National Purchasing Partners contract.

Please contact me if you have any questions regarding this report.

CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Eric Shields, Planning Director
Jeremy McMahan, Planning Supervisor

Date: December 20, 2010

Subject: Request by Lake Washington School District to Collect School Impact Fees, File No. MIS09-00016

RECOMMENDATION

City Council conducts a public hearing to consider adoption of school impact fees.

Following the hearing, the Council can either adopt the proposed ordinance or direct staff to make changes for consideration at a future meeting.

If Council adopts the ordinance, staff also recommends adoption of the proposed resolution authorizing an interlocal agreement with the Lake Washington School District for the collection, distribution and expenditure of impact fees.

BACKGROUND

State law authorizes the collection of impact fees to help defray the costs of new school facilities. The fees must be justified by a school district's adopted Capital Facilities Plan (Attachment 2). The plan must document anticipated enrollment growth and capital needs and include a financing plan that identifies the role of impact fees. Collection of the fees occurs through the permitting process of general purpose governments, such as Kirkland. Those governments must agree to collect the fees and forward collected fees to the school district.

Lake Washington School District lies within the jurisdiction of four general purpose governments – Kirkland, Redmond, Sammamish and unincorporated King County. All of the jurisdictions except Kirkland collect school impact fees. Based on the District's current Capital Facilities Plan, the impact fees requested are $6,250 for single family units and $1,732 for multifamily units. These rates are adjusted annually with the District's Capital Facilities Plan, although changes to the rates require City Council approval. The proposed impact fees are based on a Six-Year Capital Facilities Plan (CFP) for the period 2010-2015 prepared by the School District and adopted in August, 2010. The CFP establishes a "standard of service" (student/teacher ratios), enrollment projections and capital construction plans for maintaining service levels. The

proposed fees are based on a 50% local share of the total capital costs calculated by the district over the over the life of the plan.

The School District has requested that Kirkland collect fees at the following rates: $6,250 for new single family dwelling units and $1,732 for new multifamily dwelling units. Of the other three jurisdictions served by the District, King County and Sammamish collect at the District rate and Redmond collects $2,750 for single family and $280 for multifamily. The District has requested that Redmond update its rates.

The annexation areas of Finn Hill, Kingsgate and North Juanita will be subject to Kirkland's impact fee rules beginning in June, 2011. Consequently, unless Kirkland authorizes school impact fees, the School District would lose impact fee revenue currently collected by the County from the annexation area.

If school impact fees are approved, it is also recommended that an interlocal agreement be adopted to establish responsibilities for the City and District in administering the school impact fee program. A copy of the draft interlocal agreement is included as attachment 7. Council adoption of the resolution shown in attachment 6 would indicate the City's intent to enter into an interlocal agreement and would authorize the City Manager to enter into the agreement.

Although Kirkland has not authorized collection of school impact fees, the District has utilized the SEPA process to negotiate impact fee payment for larger developments. The City has provided the District with notices of new developments that are subject to SEPA. The District has appealed City issued Determinations of Nonsignificance on the grounds that the developments will have significant school impacts. The appeals have typically been settled between the District and developer prior to an appeal hearing. There is currently one case pending before the City's Hearing Examiner on a cottage project in South Rose Hill.

PREVIOUS CITY CONSIDERATION

- **January, 2008**. The City Council met with representatives of the Lake Washington School District to discuss the District's request that the City collect school impact fees. At that time, City Council members raised a number of questions and asked the District to provide additional information.
- **February, 2009**. The District submitted a written response to the Council's questions (View 5/19/2009 Council Packet).
- **April 22, 2009**. The District submitted a formal request for the City to adopt an impact fee ordinance.
- **May 19, 2009**. The Council discussed the request and directed staff to prepare an ordinance for Council consideration (View 5/19/2009 Council Packet).
- **December 1, 2009**. The City Council considered a school impact fee ordinance. Public comment on the ordinance was received under the items from the audience portion of the meeting from representatives of LWSD, King County Master Builders, Seattle-King County Association of Realtors, and the Chamber of Commerce. After initial discussion, the Council tabled the ordinance and requested a public hearing to receive additional community input.
- **December 11, 2009**. The District withdrew its request for City adoption of impact fees.
- **August 17, 2010.** The District submitted a new request for the City to adopt an impact fee ordinance.

- **September 21, 2010.** The City Council reviewed the District's request and directed the City Manager to work with the District and other interested parties, review options, and bring back an ordinance for consideration in 2011.

Based on Council direction and discussions with the District, the ordinance has been revised to defer the effective date until June 1, 2011 to coincide with annexation. This will allow a reasonable period for Kirkland developers to vest any pending permits while ensuring that the District will not lose revenue as a result of the annexation. The ordinance has also been revised to allow applicants for single family homes to defer payment of the impact fee from the time of permit issuance to the time of home sale closing. This deferred payment provision is proposed to sunset after one year (May 31, 2012), along with a similar provision for the City's park and transportation impact fees.

Attachments:

1. LWSD Impact Fee Request
2. LWSD Capital Facilities Plan 2010-2015
3. Draft Interlocal Agreement

Lake Washington School District No. 414

P.O. Box 97039
Redmond, WA 98073
425 702-3257
www.lwsd.org

DR. CHIP KIMBALL
Superintendent

JANENE FOGARD
Deputy Superintendent

BOARD OF DIRECTORS
Jackie Pendergrass, President
Ravi Shahani, Vice President
Nancy Bernard
Douglas Eglington
Christopher Carlson

August 17, 2010

RECEIVED
AUG 23 2010
CITY OF KIRKLAND
CITY MANAGER'S OFFICE

The Honorable Joan McBride
Mayor, City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

RE: Request for Council Action - School Impact Fees

Dear Mayor McBride:

As you know, the Lake Washington School District (the "District") has worked for several years to provide the City of Kirkland with information related to a proposed school impact fee ordinance. The District is requesting that the City Council move forward at this time with its consideration of the ordinance.

The District recently updated its Capital Facilities Plan. The 2010 Plan contains the following school impact fee amounts: $6,250 for single family dwelling units and $1,732 for multi-family dwelling units. These amounts represent 50% of the calculated unfunded school capacity need related to students generated from new single family or multi-family dwelling units. Please note that the District's Capital Facilities Plan and fees are updated on an annual basis.

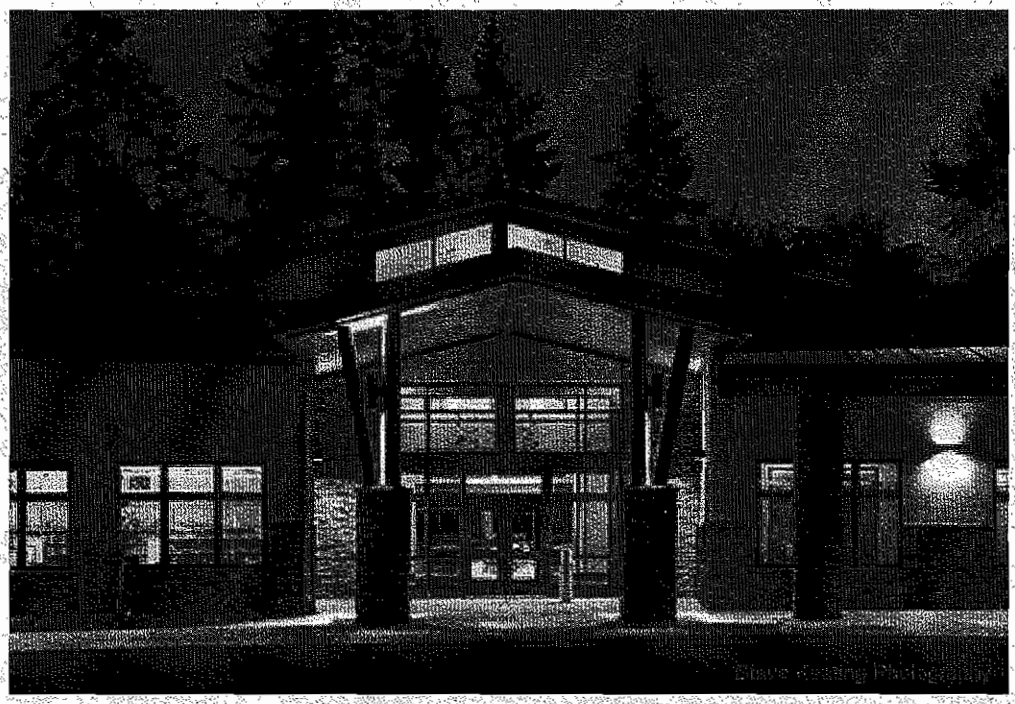
We look forward to continuing our discussion with the City of Kirkland regarding a school impact fee ordinance. We would be happy to meet with the City Council again in study session, if necessary, or to present this request at a regular City Council meeting. Please let us know the City's preference regarding this matter.

Sincerely,

Chip Kimball
Superintendent

cc: Kurt Triplett, City of Kirkland, City Manager
Eric Shields, City of Kirkland, Planning Director
Forrest Miller, LWSD Director of Facilities & Transportation
Denise Stiffarm, K&L Gates LLP

Six-Year Capital Facility Plan
2010 - 2015



Board Adopted: August 23, 2010

Lake Washington School District #414

Serving Redmond, Kirkland, Sammamish, and King County, Washington

Lake Washington School District #414

Serving Redmond, Kirkland, Sammamish, and King County, Washington

SCHOOL BOARD MEMBERS

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Ravi Shahani, Vice-President

Nancy Bernard

Doug Eglington

Christopher Carlson

SUPERINTENDENT

Dr. Chip Kimball

Lake Washington School District's Six-Year Capital Facilities Plan 2010-2015

For information about this plan, call the District Support Services Center (425/882-5108)

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I. Executive Summary

This Six-Year Capital Facilities Plan (the "plan") has been prepared by the Lake Washington School District (the "district") as the organization's primary facility planning document in compliance with the requirements of the State of Washington's Growth Management Act and King County Code 21A.43. This plan was prepared using data available in Spring 2010.

The plan is consistent with prior long-term capital facilities plans adopted by the Lake Washington School District. However, it is not intended to be the sole plan for all of the organization's needs. The district also prepares interim and long-range capital facilities plans consistent with board policies. Such plans take into account longer and shorter time periods, other factors and trends in the use of facilities, and other needs of the district as may be required. These other plans are consistent with this Six-Year Capital Facilities Plan.

In order for impact fees to be collected in the unincorporated areas of King County, the King County Council must adopt this plan as proposed by the district. The cities of Redmond and Sammamish have each adopted a school impact fee policy and ordinance similar to the King County model. For impact fees to be collected in the City of Kirkland, the City of Kirkland must also adopt this plan and adopt its own school impact fee ordinance.

Pursuant to the requirements of the Growth Management Act and the local implementing ordinances, this plan will be updated on an annual basis with any changes in the fee schedule adjusted accordingly. See *Appendix B* for the current single family calculation and *Appendix C* for the current multi-family calculation.

The district's capital facility plan establishes a "standard of service" in order to ascertain current and future capacity.

While the current State budget crisis has impacted state funding, the district has made budgetary decisions to protect class size through reduction in other programs and services. Future state funding shortfalls could impact class sizes however those changes are anticipated to be temporary reductions and as such will likely not modify the district's standard of service.

I. Executive Summary *(continued)*

This plan reflects the current student/teacher standard of service ratio. The district's standard of service has been changed to reflect space needs to serve students in All Day Kindergarten, as currently 80% of district's students participate in this program.

It might also be noted that though the State Superintendent of Public Instruction establishes square foot guidelines for capacity funding criteria, those guidelines do not account for the local program needs in the district. The Growth Management Act and King County Code 21A.43 authorize the district to make adjustments to the standard of service based on the district's specific needs.

In general, the district's current standard provides the following (see *Section III* for specific information):

Grade Level	Target Teacher-Student Ratio
K-1	19 Students
2-3	24 Students
4	25 Students
5-6	27 Students
7-9	30 Students
10-12	32 Students

School capacity is based on the district standard of service and the existing inventory. Existing inventory includes both permanent and relocatable classrooms (i.e. portable classroom units). As seen in *Appendix A*, the district's overall capacity is 25,629 students (22,170 for permanent and 3,063 for relocatables). For this same period of time, student enrollment is 23,782 headcount. Enrollment is projected to increase to 26,922 in 2015 (see *Table 1*).

Though areas of growth are seen in various areas of the district, the most notable growth continues to be in the Redmond and Sammamish areas along with areas of growth in the City of Kirkland. In addition, the City of Kirkland will be annexing areas of unincorporated King County (the Finn

I. Executive Summary *(continued)*

Hill and Kingsgate areas) which we anticipate will result in additional growth.

Some examples include:

- Growth has necessitated the construction of one elementary school (a.k.a. Site 52, Rachel Carson Elementary School) on the Sammamish plateau which opened in the fall of 2008. Due to capacity issues, this school opened with four relocatable classrooms on the site.
- The Redmond Ridge development continues to experience growth to the point that in addition to the four (4) relocatables that were added to Rosa Parks Elementary School in 2009, another four (4) relocatable classrooms will be added to the school in the summer of 2010.
- Homes have begun to be occupied in the Redmond Ridge East development which has resulted in additional student population. In anticipation of the potential student growth from that development, the District secured property within that development in 2007 for a future elementary school, Site 31 *(see Tables 4, 5* and *6)*. This school is planned to open in 2015.
- The City of Sammamish approved a land use plan known as the Sammamish Town Center. This plan allows 1,300 to 1,800 new residential dwelling units to be developed in the Town Center area. The District anticipates that development in this planning area will create additional capacity needs in this area of the District.
- The City of Kirkland will be annexing areas of unincorporated King County in July 2011. This includes the Finn Hill and the Kingsgate areas which are both within the boundaries of the District. It is anticipated that the annexation areas could create additional capacity needs in District schools in these areas.
- Enrollment continues to press for the addition of relocatable classrooms in several schools in the Kirkland and also the North Redmond areas.
- It is projected that other locations throughout the district will need relocatables to address capacity issues within the planning period of this report.

I. Executive Summary *(continued)*

In February 2006, voters in the Lake Washington School District passed a bond measure to fund Phase II (2006-2014) of the School Modernization Program. The schedule for the schools has been established with many of the schools being modernized within the timeframe of this plan.

In the timeframe of this plan, the district will:

- Modernize and re-open seven elementary schools, two junior high schools, one choice school, and one high school as part of the District's Phase II School Modernization Program (see *Table 6)*. All these projects are planned to receive appropriate permanent capacity additions and remove any existing excess relocatable classrooms.
- Construct two new elementary schools, one in the Redmond Ridge East development area and the other in the North Redmond area.
- Add relocatable classrooms to address capacity when needed in the District. See *Section VI.*
- Is planning to undergo a change to school configuration (K-5, 6-8 and 9-12) in 2012. Because of this, the District is currently considering the need for High School additions at Redmond High School and Eastlake High School. Future updates to the District's Capital Facility Plan will provide more information if this plan moves forward.

A financing plan is included in *Section VIII* that demonstrates the district's ability to implement this plan.

II. Six-Year Enrollment Projection and Long Term Planning

Six-Year Enrollment Projection

Based on the district's forecasts (see *Table 1*), enrollment is projected to increase approximately 2,837 students over the next six years. This is a 11.78% increase over the current student population. Applying the enrollment projections contained in *Table 5* to the district's existing capacity, the district will be over permanent capacity by 3,507 students. This projection contemplates the full development of Redmond Ridge and the Redmond Ridge East development. Other developments that are expected to generate students and affect the district are also included in the projection. The numbers anticipated for the Redmond Ridge East development show the need for a future elementary school within that planned development. The District expects that some of the new residential development in the Sammamish Town Center will begin to occur in the six-year planning period. Therefore, the enrollment projections also include the first anticipated phase of the Sammamish Town Center development.

Student enrollment projections have been developed using a two methods: (1) the *cohort survival* – historical enrollment method is used to forecast enrollment growth based upon the progression of existing students in the district; then (2), *development tracking* – the enrollment projections are modified to include students anticipated from new development in the district. The cohort survival method was used to determine base enrollments. This mechanism uses historical enrollment data to forecast the number of students who will be attending school the following year. Development tracking uses information on known and anticipated housing development was used as a second means in determining enrollment projections. This method allows the district to more accurately project student enrollment by school attendance area. (See *Table 2*)

Cohort Survival

A percentage of King County live births is used to predict future kindergarten enrollment. Actual King County live births through 2008 are used to project kindergarten enrollment through the 2013-2014 school year.

II. Six-Year Enrollment Projection and Long Term Planning *(continued)*

After 2014, the number of live births is based on King County projections. Historical data is used to estimate the future number of kindergarten students that will generate from county births. For other grade levels, past cohort survival trends were analyzed.

Development Tracking

In order to increase the accuracy and validity of enrollment projections, a major emphasis has been placed on the collection and tracking of data of 80 known new housing developments. This data provides two useful pieces of planning information. First, it is used to determine the actual number of students that are generated from a new single family or multi-family residence. It also provides important information on the impact new housing developments will have on existing facilities and/or the need for additional facilities.

It is important to note that even though small in-fill or short plat projects are not tracked, such activity has resulted in increased student population. This type of development has resulted in the need for additional relocatables in the Kirkland area.

Developments that have been completed over the last five years are used to forecast the number of students who will attend our schools from future developments. District wide statistics show that new single-family homes currently generate 0.436 elementary student, 0.099 junior high student, and 0.074 senior high student, for a total of 0.609 school-age child per single family home (see *Appendix B*). New multi-family housing units currently generate an average of 0.141 elementary student, 0.056 junior high student, and 0.047 senior high student for a total of 0.245 school age child per multi-family home (see *Appendix C*). The totals of the student generation numbers have increased since 2009 for new multi-family developments and decreased slightly for new single family developments. Information obtained from the cities and county provides the foundation for a database of all known future developments in the district and is consistent with the comprehensive plans of the local permitting jurisdictions. Contact has been made with each developer to determine the number of homes to be built and the anticipated development

II. Six-Year Enrollment Projection and Long Term Planning *(continued)*

schedule. There is limited data from projects five years or newer. Historically, the district has seen student growth accelerate in developments after five years.

The student generation factors (see *Appendix D*) were used to forecast the number of students expected from these developments.

III. Current District "Standard of Service"

King County Code 21A.06 refers to a "standard of service" that each school district must establish in order to ascertain its overall capacity. The standard of service identifies the program year, the class size, the number of classrooms, students and programs of special need, and other factors (determined by the district), which would best serve the student population. Relocatables (i.e. portable classroom units) may be included in the capacity calculation using the same standards of service as the permanent facilities.

The standard of service outlined below reflects only those programs and educational opportunities provided to students that directly affect the capacity of the school buildings. The special programs listed below require classroom space; thus, the permanent capacity of some of the buildings housing these programs has been reduced. Newer buildings have been constructed to accommodate some of these programs. When older buildings are modified to accommodate these programs, there may be a reduction in classroom capacity. At both the elementary and secondary levels, the district considers the ability of students to attend neighborhood schools to be a component of the standard of service.

Standard of Service for Elementary Students

- ☐ Class size for grades K - 1 average 19 students
- ☐ Class size for grades 2 - 3 average 24 students
- ☐ Class size for grades 4 average 25 students
- ☐ Class size for grade 5-6 average 27 students
- ☐ Special Education for students with disabilities may be provided in a self-contained classroom
- ☐ All students will be provided music instruction in a separate classroom
- ☐ All students will have scheduled time in a special computer lab

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- ☐ Resource rooms
- ☐ English Language Learners (ELL)
- ☐ Education for disadvantaged students (Title I)

III. Current District "Standard of Service" *(continued)*

- ☐ Gifted education (pull-out Quest programs)
- ☐ District remediation programs
- ☐ Learning assisted programs
- ☐ Severely behavior disordered
- ☐ Transition room
- ☐ Mild, moderate and severe disabilities
- ☐ Developmental kindergarten
- ☐ Extended daycare programs and preschool programs

Standard of Service for Secondary Students

- ☐ Class size for grades 7-9 should not exceed 30 students
- ☐ Class size for grades 10-12 should not exceed 32 students
- ☐ Special Education for students with disabilities may be provided in a self-contained classroom

Identified students will also be provided other special educational opportunities in classrooms designated as follows:

- ☐ English Language Learners (ELL)
- ☐ Resource rooms (for special remedial assistance)
- ☐ Computer rooms
- ☐ Preschool and daycare programs

Room Utilization at Secondary Schools

It is not possible to achieve 100% utilization of regular teaching stations because of scheduling conflicts for student programs, the need for specialized rooms for certain programs, and the need for teachers to have a work space during their planning periods. Based on actual utilization, the district has determined a standard utilization rate of 70% for non-modernized secondary schools. As secondary schools are modernized, the standard utilization rate is 83%. The anticipated design of the modernized schools and schools to be constructed will incorporate features which will increase the utilization rate for secondary schools.

IV. Inventory and Evaluation of Current Facilities

The district currently has permanent capacity to house 22,566 students and transitional (relocatable) capacity to house 3,063 students (see *Appendix A*). This capacity is based on the district's Standard of Service as set forth in *Section III*. The district's current student enrollment is 23,782 and is expected to increase to 26,922 in 2015 (see *Table 1*).

Calculations of elementary, junior high school, and senior high school capacities are set forth in *Appendix A*. Included in this six-year plan is an inventory of the district's schools arranged by area, name, type, address, and current capacity (see *Table 3*).

The physical condition of the district's facilities was evaluated by the 2006 State Study and Survey of School Facilities completed in accordance with WAC 180-25-025. As schools are modernized, the State Study and Survey of School Facilities report is updated. That report is incorporated herein by reference.

V. Six-Year Planning and Construction Plan

To address existing and future capacity needs, the district contemplates using the following strategies:

1) Movement from a grade configuration of K-6, 7-9, 10-12 to a grade configuration of K-5, 6-8, 9-12.
2) Construction of new schools
3) Additions at high schools to accommodate school configuration
4) Adjustments to the capacity of existing schools undergoing Modernization
5) Use of additional relocatables to provide for housing of students not provided for under other strategies.

Future updates to this plan will include specific information regarding adopted strategies.

The district's six-year construction plan includes the following capacity projects:

- During the last six years (2004-2009),
  - New growth in the Redmond and the Sammamish areas created the need to construct two elementary schools.
    - One of these new elementary schools (Rosa Parks Elementary School, Site 41), located within the Redmond Ridge development, was occupied in the fall of 2006.
    - The other new elementary school, Rachel Carson Elementary School, was opened on the Sammamish Plateau in the fall of 2008. Because of the growth in enrollment in that area, the school opened with four relocatables on the site.
  - In 2007-2008, the District purchased land within the Redmond Ridge East development on the basis that projections for that development necessitate the need for a new elementary site. The District continues to monitor the phased project. The first phase of homes in this development are beginning to be occupied.
- Phase II School Modernization (2006-2014) was funded by the voters in February 2006. The approved bond measure will fund the modernization of 11 schools throughout the district. During the period of this Capital Facilities Plan, the district will begin the

V. Six-Year Planning and Construction Plan *(continued)*

planning or complete the modernization for: Frost Elementary, Rush Elementary, Sandburg Elementary, Muir Elementary, Keller Elementary, Bell Elementary, Finn Hill Junior High, Rose Hill Junior, International Community School/Community Elementary and Lake Washington High School. Each elementary school modernization project also includes the addition of new student capacity.

- Frost Elementary School was completed and opened in the fall of 2009.
- Lake Washington High School is in construction and will be opened in the fall of 2011.
- Finn Hill Junior High will start construction this summer (2010) with the goal of opening in 2011. Muir Elementary School will also start construction this summer and open in the winter of 2011/2012.

- The District anticipates the need for two new elementary schools within the period of this plan, one in the Redmond Ridge East area and the other in the North Redmond area. The plan was to have voters approve a bond measure in February 2010 which would have provided the funding for these schools. However, the bond measure did not pass. The two schools may be the subject of a future bond measure.
- Relocatable classrooms (as outlined in *Section VI*) will be added to address capacity needs until more permanent capacity can be constructed. Within the six-year planning window of this Capital Facility Plan, projections indicate that other relocatables may also be needed in the Sammamish, Redmond, Kirkland and unincorporated King County areas.

Included in this plan is an inventory of the projects listed above. They are arranged by cost, additional capacity, and projected completion date. (See *Table 5 & 6*)

VI. Relocatable and Transitional Classrooms

The district inventory includes 136 relocatables (i.e. portable classroom units) that provide standard capacity and special program space as outlined in *Section III* (see *Appendix A*).

Based on enrollment projections and planned permanent facilities, the district anticipates the need to acquire additional relocatables during the next six-year period.

- Rachel Carson Elementary opened as new construction in the fall of 2008 and included four (4) relocatables.
- In the summer of 2009, four (4) relocatable classrooms were added to Rosa Parks Elementary School in the Redmond Ridge development due to student population growth in that development and homes beginning to be occupied within the Redmond Ridge East development. Growth in this area is causing the need to place an additional four (4) relocatables at Rosa Parks Elementary during the summer of 2010.
- Within the six-year planning window of this plan, projections indicate that other relocatables may also be needed in the Sammamish, Redmond, Kirkland and unincorporated King County areas.

For a definition of relocatables and permanent facilities, see *Section 2* of *King County Code 21A.06*. As schools are modernized, permanent capacity will be added to replace portables currently on school sites to the extent that enrollment projections for those schools indicate a demand for long-term permanent capacity (see *Table 5*).

As enrollment fluctuates, relocatables provide flexibility to accommodate immediate needs and interim housing. Because of this, new school and modernized school sites are all planned for the potential of adding up to four portables to accommodate the changes in demographics. In addition, the use and need for relocatables will be balanced against program needs.

VII. Six-Year Classroom Capacities: Availability / Deficit Projection

Based on the six-year plan, there will be insufficient total capacity to house anticipated enrollment (see *Table 5*). As demonstrated in *Appendix A,* the district currently has permanent capacity (classroom and special education) to serve 11,368 students at the elementary level, 5,481 students at the junior high school level, and 5,717 students at the high school level. Current enrollment at each grade level is identified in *Appendix A*. As depicted in *Table 5,* the district currently has insufficient permanent capacity and will continue to have an increasing insufficient permanent capacity through 2015.

Differing growth patterns throughout the district may cause some communities to experience overcrowding. This is especially true in the eastern portions of the district where significant housing development has taken place. Though the economy has slowed, there still is growth in these areas. The continued development of Redmond Ridge, Redmond Ridge East, northwest Redmond, the Sammamish Plateau and also the in-fill and short plats in Kirkland will put pressure on schools in those areas. To meet the needs associated with overcrowding or under utilization, the district will utilize a number of solutions. Those solutions include grade reconfiguration, new construction, adjusting capacity through modernization projects, modifications in the educational program, and changes in the number of relocatables. A boundary change of three of the elementary schools on the Sammamish plateau was accomplished in the 2007-2008 school year in anticipation of the opening of Rachel Carson (Site 52) Elementary School in September 2008. Though Rachel Carson Elementary School helps with capacity issues, the new school opened with four portables. In addition, the City of Sammamish will finish their planning for the new Sammamish Town Center that will provide authorization for up to 1,800 new housing units within the district on the Sammamish plateau.

VIII. Impact Fees and the Finance Plan

The school impact fee formula ensures that new development only pays for the cost of the facilities necessitated by new development. The fee calculations (*Appendix B* and *Appendix C*) examine the costs of housing the students generated by each new single family dwelling unit (or each new multi-family dwelling unit) and then reduce that amount by the anticipated state match and future tax payments. The resulting impact fee is then discounted further. Thus, by applying the student generation factor to the school project costs, the fee formula only calculates the costs of providing capacity to serve each new dwelling unit. The formula does not require new development to contribute the costs of providing capacity to address existing needs.

The finance plan shown on *Table 6* demonstrates how the Lake Washington School District plans to finance improvements for the years 2010 through 2015. The financing components include secured and unsecured funding. The plan is based on approved bond issues (approved in 1990, 1998 and 2006 by election), proposed and future bond issues, securing of state funding, collection of impact fees under the State's Growth Management Act, and voluntary mitigation fees paid pursuant to Washington State's Environmental Policy Act.

As discussed in *Section V*, the District purchased land within the Redmond Ridge East development to construct a new elementary school. Future updates to this plan will include information regarding this property and the associated school construction costs in the finance plan and school impact fee calculations.

For the purposes of this plan and the impact fee calculations, the District is using the actual cost data from Rachel Carson Elementary School built in 2008.

IX. Appendices

Appendix A: Calculations of Capacities for Elementary, Junior High, and Senior High Schools

Appendix B: Calculations of Impact Fees for Single Family Residences

Appendix C: Calculations of Impact Fees for Multi-Family Residences

Appendix D: Student Generation Factor Calculations

Appendix E: Calculation Back-Up

Calculations of Capacities for Elementary, Junior High, and Senior High Schools

Elementary Schools	# Standard Classrooms *	Classroom Capacity (23)	SS	SS Room Capacity (12)	# Relocatable Classrooms	Relocatable Capacity (23)	Total Capacity *	2009-2010 Enrollment **
Alcott	18	414	0	0	8	184	598	627
Audubon	17	391	0	0	2	46	437	508
Bell	15	345	0	0	3	69	414	402
Blackwell	21	483	0	0	3	69	552	558
Carson	18	414	0	0	4	92	506	557
Community	0	0	0	0	3	69	69	69
Dickinson	18	414	1	12	4	92	518	498
Discovery	3	69	0	0	1	23	92	73
Einstein	19	437	0	0	0	0	437	423
Explorer	3	69	0	0	1	23	92	72
Franklin	18	414	0	0	2	46	460	507
Frost	18	414	1	12	0	0	426	418
Juanita	13	299	0	0	0	0	299	383
Keller	15	345	3	36	4	92	473	350
Kirk	17	391	1	12	3	69	472	545
Lakeview	17	391	1	12	2	46	449	465
Mann	17	391	0	0	0	0	391	467
McAuliffe	21	483	0	0	7	161	644	512
Mead	19	437	1	12	6	138	587	645
Muir	14	322	0	0	6	138	460	406
Redmond	16	368	2	24	2	46	438	401
Rockwell	20	460	0	0	2	46	506	552
Rosa Parks	21	483	0	0	4	92	575	582
Rose Hill	17	391	2	24	0	0	415	417
Rush	15	345	0	0	4	92	437	401
Sandburg	21	483	0	0	5	115	598	496
Smith	19	437	0	0	8	184	621	550
Thoreau	18	414	0	0	0	0	414	390
Twain	20	460	0	0	4	92	552	593
Wilder	20	460	0	0	4	92	552	490
Totals	**488**	**11,224**	**12**	**144**	**92**	**2,116**	**13,484**	**13,355**

Junior High Schools	# Standard Classrooms	Classroom Capacity (30x70%)	SS	SS Room Capacity (12)	# Relocatable Classrooms	Relocatable Capacity (30x70%)	Total Capacity	2009-2010 Enrollment
Environmental	6	126	0	0	0	0	126	140
Evergreen	31	651	2	24	9	189	864	748
Finn Hill	24	504	1	12	2	42	558	406
Inglewood	51	1071	2	24	0	0	1,095	1,036
International ***	12	360	0	0	1	30	390	380
Kamiakin	27	567	1	12	7	147	726	563
Kirkland ****	24	598	1	12	0	0	610	551
Northstar	0	0	0	0	5	105	105	95
Redmond ****	36	896	1	12	0	0	908	849
Renaissance	4	84	0	0	0	0	84	91
Rose Hill	24	504	2	24	6	126	654	440
Stella Schola	0	0	0	0	4	84	84	90
Totals	**239**	**5,361**	**10**	**120**	**34**	**723**	**6,204**	**5,389**

Senior High Schools	# Standard Classrooms	Classroom Capacity (32x70%)	SS	SS Room Capacity (12)	# Relocatable Classrooms	Relocatable Capacity (32x70%)	Total Capacity	2009-2010 Enrollment
BEST	8	179	0	0	2	45	224	132
Eastlake	66	1,478	4	48	0	0	1,526	1,350
Juanita	52	1,165	3	36	8	179	1,380	1,038
Lake Washington	60	1,344	3	36	0	0	1,380	1,076
Redmond ****	57	1,419	1	12	0	0	1,431	1,442
Totals	**243**	**5,585**	**11**	**132**	**10**	**224**	**5,941**	**5,038**

TOTAL	**970**	**22,170**	**33**	**396**	**136**	**3,063**	**25,629**	**23,782**

Key:

"Standard Capacity" does not include capacity for special programs as identified in Section III

"Total enrollment" on this chart does not include Family Learning Center, contractual and transition students

"SS" = Special Services self-contained classrooms

* "Standard of Service" in elementary schools excludes some rooms if not built-in (e.g. 20 total rooms = 17 standard + computer + 1 music + 1 R/R)

** October 1, 2009 headcount

*** Capacity Model = 100% utilization of classrooms due to teacher planning area

**** Capacity Model = 83% utilization of classrooms due to teacher planning area

Estimated School Impact Fee Calculation
Based on King County Code 21.A.43

Single Family Residence ("SFR")

School Site Acquisition Cost:

	Facility Acreage	Cost/ Acre	Facility Size	Site Cost/ Student	Student Factor	Cost/ SFR
Elementary	10	$0	414	$0	0.4360	$0
Junior	20	$0	900	$0	0.0990	$0
Senior	40	$0	1500	$0	0.0740	$0
					TOTAL	**$0**

School Construction Cost:

	Facility Cost	Facility Size	Bldg. Cost/ Student	Student Factor	Cost/SFR (est. 90%)
Elementary	$19,593,227	414	$47,327	0.4360	$18,571
Junior	$0	0	$0	0.0990	$0
Senior (additional capacity)	$0	0	$0	0.0740	$0
				TOTAL	**$18,571**

Temporary Facility Cost:

	Facility Cost	Facility Size	Bldg. Cost/ Student	Student Factor	Cost/SFR (est. 10%)
Elementary	$0	0	$0	0.4360	$0
Junior	$0	0	$0	0.0990	$0
Senior	$0	0	$0	0.0740	$0
				TOTAL	**$0**

State Matching Credit Calculation:

	Area Cost Allowance	Sq. Ft./ Student	Funding Assistance	Credit/ Student	Student Factor	Cost/ SFR
Elementary	180.17	90.0	21.90%	$3,551	0.4360	$1,548
Junior	180.17	117.0	21.90%	$0	0.0990	$0
Senior	180.17	130.0	21.90%	$0	0.0740	$0
					TOTAL	**$1,548**

Estimated School Impact Fee Calculation
Based on King County Code 21.A.43

Single Family Residence ("SFR")

Tax Payment Credit Calculation:

Average SFR Assessed Value	$490,294
Current Capital Levy Rate (2010)/$1000	$1.16
Annual Tax Payment	$566.73
Years Amortized	10
Current Bond Interest Rate	4.33%
Present Value of Revenue Stream	$4,522

Impact Fee Summary for Single Family Residence:

Site Acquisition Cost	$0
Permanent Facility Cost	$18,571
Temporary Facility Cost	$0
State Match Credit	($1,548)
Tax Payment Credit	($4,522)
Sub-Total	$12,501
50% Local Share	$6,250
SFR Impact Fee	**$6,250**

Estimated School Impact Fee Calculation
Based on King County Code 21.A.43

Multiple Family Residence ("MFR")

School Site Acquisition Cost:

	Facility Acreage	Cost/ Acre	Facility Size	Site Cost/ Student	Student Factor	Cost/ MFR
Elementary	10	$0	414	$0	0.1410	$0
Junior	20	$0	900	$0	0.0560	$0
Senior	40	$0	1500	$0	0.0470	$0
					TOTAL	**$0**

School Construction Cost:

	Facility Cost	Facility Size	Bldg. Cost/ Student	Student Factor	Cost/MFR (est. 90%)
Elementary	$19,593,227	414	$47,327	0.1410	$6,006
Junior	$0	0	$0	0.0560	$0
Senior (additional capacity)	$0	0	$0	0.0470	$0
				TOTAL	**$6,006**

Temporary Facility Cost:

	Facility Cost	Facility Size	Bldg. Cost/ Student	Student Factor	Cost/MFR (est. 10%)
Elementary	$0	0	$0	0.1410	$0
Junior	$0	0	$0	0.0560	$0
Senior	$0	0	$0	0.0470	$0
				TOTAL	**$0**

State Matching Credit Calculation:

	Area Cost Allowance	Sq. Ft./ Student	Funding Assistance	Credit/ Student	Student Factor	Cost/ MFR
Elementary	180.17	90.0	21.90%	$3,551	0.1410	$501
Junior	180.17	117.0	21.90%	$0	0.0560	$0
Senior	180.17	130.0	21.90%	$0	0.0470	$0
					TOTAL	**$501**

Estimated School Impact Fee Calculation
Based on King County Code 21.A.43

Multiple Family Residence ("MFR")

Tax Payment Credit Calculation:

Average MFR Assessed Value	$221,340
Current Capital Levy Rate (2010)/$1000	$1.16
Annual Tax Payment	$255.85
Years Amortized	10
Current Bond Interest Rate	4.33%
Present Value of Revenue Stream	$2,041

Impact Fee Summary for Single Family Residence:

Site Acquisition Cost	$0
Permanent Facility Cost	$6,006
Temporary Facility Cost	$0
State Match Credit	($501)
Tax Payment Credit	($2,041)
Sub-Total	$3,464
50% Local Share	$1,732
MFR Impact Fee	**$1,732**

2010 MITIGATION DEVELOPMENT SUMMARY
STUDENT GENERATION FACTORS
Five Year History

SINGLE FAMILY DEVELOPMENTS	CITY/ COUNTY	# PLANNED	# COMPL.	# OCCUP.	2010 STUDENTS ELEM	JUNIOR	SENIOR	TOTAL	2010 RATIO ELEM	JUNIOR	SENIOR	TOTAL
Asbery Place	S	25	25	25	15	3	1	19	0.600	0.120	0.040	0.760
Bear Creek Meadows	R	13	13	13	5	3	1	9	0.385	0.231	0.077	0.692
Castle Pines	S	62	62	62	57	13	9	79	0.919	0.210	0.145	1.274
Central Park North	R	18	18	18	2	0	1	3	0.111	0.000	0.056	0.167
Conover Commons	R	25	25	25	2	0	0	2	0.080	0.000	0.000	0.080
Evergreen Lane	R	24	19	19	3	2	1	6	0.158	0.105	0.053	0.316
Fox Hollow	R	18	18	18	7	3	3	13	0.389	0.167	0.167	0.722
Hedges	KC	35	35	35	21	3	4	28	0.600	0.086	0.114	0.800
Illahee	S	88	88	88	40	10	9	59	0.455	0.114	0.102	0.670
Indigo	S	24	6	3	2	0	0	2	0.667	0.000	0.000	0.667
Kensington	R	121	121	121	45	13	8	66	0.372	0.107	0.066	0.545
Kirkwood	KN	17	17	17	3	1	1	5	0.176	0.059	0.059	0.294
Lynden Lane	KC	11	11	11	0	0	0	0	0.000	0.000	0.000	0.000
Meadow Creek	S	27	27	27	14	3	4	21	0.519	0.111	0.148	0.778
Mondavio	R	67	40	35	13	5	1	19	0.371	0.143	0.029	0.543
Monticello	R	115	115	115	47	10	9	66	0.409	0.087	0.078	0.574
Muirfield	S	29	29	29	29	8	3	40	1.000	0.276	0.103	1.379
Northstar	R	133	120	122	45	13	14	72	0.369	0.107	0.115	0.590
One Eagle Place	KC	14	14	14	1	1	0	2	0.071	0.071	0.000	0.143
Palmermo (Overlook Ridge)	S	19	17	14	15	4	2	21	1.071	0.286	0.143	1.500
Portico on Finn Hill	KC	20	20	20	4	3	1	8	0.200	0.150	0.050	0.400
Prescott at English Hill	R	70	19	19	5	1	1	7	0.263	0.053	0.053	0.368
Redmond Ridge	KC	987	987	987	519	116	88	723	0.526	0.118	0.089	0.733
Redmond Ridge East	KC	665	146	135	56	5	5	66	0.415	0.037	0.037	0.489
Reserve at Patterson Creek	KC	29	25	23	11	4	3	18	0.478	0.174	0.130	0.783
Retreat at Crosswater	S	46	46	46	9	2	2	13	0.196	0.043	0.043	0.283
Rosemont at Timberline	S	14	14	12	11	2	1	14	0.917	0.167	0.083	1.167
Sable & Aspen Ridge	R	43	24	22	1	0	1	2	0.045	0.000	0.045	0.091
Sequoia	R	33	33	33	3	0	0	3	0.091	0.000	0.000	0.091
The Villages at Redmond Heights I&II	R	27	27	27	8	1	1	10	0.296	0.037	0.037	0.370

2010 MITIGATION DEVELOPMENT SUMMARY
STUDENT GENERATION FACTORS
Five Year History

SINGLE FAMILY DEVELOPMENTS	CITY/ COUNTY	# PLANNED	# COMPL.	# OCCUP.	2010 STUDENTS ELEM	JUNIOR	SENIOR	TOTAL	2010 RATIO ELEM	JUNIOR	SENIOR	TOTAL
Tyler's Creek	R	90	90	86	24	3	2	29	0.279	0.035	0.023	0.337
Waterbrook	S	114	114	114	47	12	10	69	0.412	0.105	0.088	0.605
Whistler Ridge	R	62	62	62	16	5	3	24	0.258	0.081	0.048	0.387
Woodbridge Division IV	R	126	126	126	37	3	1	41	0.294	0.024	0.008	0.325
Woodlands	R	69	69	69	23	4	2	29	0.333	0.058	0.029	0.420
Woodlands West	R	74	24	21	0	1	0	1	0.000	0.048	0.000	0.048
Wynstone	R	46	46	46	20	5	5	30	0.435	0.109	0.109	0.652
TOTALS		3,400	2,692	2,659	1,160	262	197	1,619	0.436	0.099	0.074	0.609

2010 MITIGATION DEVELOPMENT SUMMARY
STUDENT GENERATION FACTORS
Five Year History

MULTI-FAMILY DEVELOPMENTS	CITY/ COUNTY	# OF UNITS	% OCCUP/ # COMPL.	# OCCUP.	2010 STUDENTS ELEM	JUNIOR	SENIOR	TOTAL	2010 RATIO ELEM	JUNIOR	SENIOR	TOTAL
Avalon Bay at Juanita	KC	211	95%	200	3	0	0	3	0.015	0.000	0.000	0.015
Avondale Park Townhouses	R	85	100%	85	33	6	9	48	0.388	0.071	0.106	0.565
Cleveland Street Condos	R	84	84	72	0	0	2	2	0.000	0.000	0.028	0.028
Cobblestone Court	K	72	72	72	15	2	3	20	0.208	0.028	0.042	0.278
Element Townhomes	R	94	94	71	2	1	0	3	0.028	0.014	0.000	0.042
Kirkland Central Condos	K	110	110	85	6	1	0	7	0.071	0.012	0.000	0.082
Redmond Park Townhomes	R	26	26	26	16	10	9	35	0.615	0.385	0.346	1.346
Redmond Ridge Apartments - The Lodge	KC	272	98%	267	30	15	7	52	0.113	0.056	0.026	0.195
Redmond Ridge Condominiums	KC	242	242	242	51	28	17	96	0.211	0.116	0.070	0.397
Redmond Ridge East Duplex	KC	135	26	26	3	2	0	5	0.115	0.077	0.000	0.192
Towne Pointe Condos	R	20	20	20	8	2	7	17	0.400	0.100	0.350	0.850
Urbane Redmond Townhomes	R	22	22	22	1	0	2	3	0.045	0.000	0.091	0.136
TOTALS		1,373		1,188	168	67	56	291	0.141	0.056	0.047	0.245

Calculation Back-Up

Elementary school construction cost estimated to be built in 2015.

	Comparable Project	*Rachel Carson Elementary School*
Cost		
	2008 Rachel Carson Elementary New Construction	$17,654,022
	Future Value of Project in 2010 @ 1.5%	$18,187,615
Size		
	2015 Project	414 (18 classrooms x 23 students per classroom)
Capacity Adjustment		
	2015 Project	414 x $44,590/per student space (based on Rachel Carson 2008 total project costs) = **$18,460,429***
Adjusted Costs		
	2010 Project – Value Based on 2008 Project Costs	$18,187,615
	Future Value of Project in 2015 @ 1.5%	$19,593,277

*Sum is adjusted to account for variations due to rounding.

X. TABLES

Table 1: Six-Year Enrollment Projections

Table 2: Enrollment History

Table 3: 06-07 Inventory and Capacities of Existing Schools

Table 4: Inventory of Undeveloped Land

Table 4a: Map

Table 5: Projected Capacity to House Students

Table 6: Six-Year Finance Plan

Six-Year Enrollment Projections

	2009*	2010	2011	2012	2013	2014	2015
County Live Births**	22,874	22,680	24,244	24,899	25,222	25,474	25,824
change		(194)	1,564	655	323	252	350
Kindergarten ***	1,865	1,826	1,962	2,025	2,067	2,105	2,145
Grade 1 ******	2,047	2,086	2,044	2,192	2,261	2,315	2,353
Grade 2	1,936	2,024	2,063	2,022	2,170	2,240	2,291
Grade 3	2,036	1,938	2,022	2,060	2,024	2,170	2,236
Grade 4	1,937	2,033	1,933	2,016	2,057	2,021	2,163
Grade 5	1,897	1,890	1,986	1,887	1,970	2,011	1,971
Grade 6	1,838	1,942	1,948	2,045	1,953	2,021	2,066
Grade 7	1,726	1,822	1,923	1,940	2,044	1,933	1,991
Grade 8	1,819	1,717	1,811	1,912	1,928	2,037	1,930
Grade 9	1,660	1,802	1,708	1,799	1,901	1,920	2,026
Grade 10	1,780	1,681	1,827	1,736	1,825	1,926	1,940
Grade 11	1,742	1,783	1,679	1,823	1,739	1,830	1,929
Grade 12	1,802	1,789	1,828	1,724	1,869	1,791	1,881
Total Enrollment	24,085	24,333	24,734	25,181	25,808	26,320	26,922
Yearly Increase		248	401	447	627	512	602
Yearly Increase		1.03%	1.65%	1.81%	2.49%	1.98%	2.29%
Cumulative Increase		**248**	**649**	**1,096**	**1,723**	**2,235**	**2,837**

* Number of Individual Students (10/1/09 Headcount).

** County Live Births estimated based on OFM projections. 2013 and prior year birth rates are actual births 5 years prior to enrollment year.

*** Kindergarten enrollment is calculated at 7.55% of County Live Births plus anticipated developments.

**** First Grade enrollment is based on District's past history of first grade enrollment to prior year kindergarten enrollment.

Enrollment History *

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009
County Live Births **	21,817	21,573	21,646	22,212	22,007	22,487	21,778	21,863	22,431	22,874
Kindergarten / Live Birth	6.96%	7.48%	7.26%	7.45%	7.54%	7.71%	8.21%	7.76%	7.95%	8.15%
										7.65%
Kindergarten	1,518	1,613	1,572	1,654	1,660	1,734	1,789	1,696	1,783	1,865
Grade 1	1,781	1,730	1,804	1,761	1,825	1,846	1,916	1,959	1,903	2,047
Grade 2	1,818	1,799	1,744	1,834	1,755	1,881	1,860	1,901	2,020	1,936
Grade 3	1,777	1,882	1,818	1,760	1,863	1,792	1,870	1,853	1,934	2,036
Grade 4	1,838	1,807	1,871	1,870	1,781	1,868	1,776	1,857	1,901	1,937
Grade 5	1,983	1,823	1,807	1,873	1,871	1,775	1,810	1,753	1,854	1,897
Grade 6	1,845	1,956	1,833	1,838	1,866	1,872	1,726	1,825	1,738	1,838
Grade 7	1,808	1,812	1,919	1,857	1,829	1,828	1,818	1,692	1,805	1,726
Grade 8	1,839	1,813	1,813	1,917	1,886	1,807	1,806	1,811	1,673	1,819
Grade 9	1,843	1,850	1,803	1,822	1,889	1,860	1,765	1,755	1,782	1,660
Grade 10	1,975	1,846	1,841	1,802	1,889	1,887	1,824	1,763	1,739	1,780
Grade 11	1,866	1,890	1,801	1,812	1,700	1,853	1,856	1,811	1,728	1,742
Grade 12	1,703	1,855	1,849	1,831	1,900	1,799	1,881	1,890	1,909	1,802
Total Enrollment	23,594	23,676	23,475	23,631	23,714	23,802	23,697	23,566	23,769	24,085
Yearly Change		82	(201)	156	83	88	(105)	(131)	203	316

* October 1st Headcount
** Number indicates actual births 5 years prior to enrollment year.

Average increase in the number of students per year	**55**
Total increase for period	**491**
Percentage increase for period	**2%**
Average yearly increase	**0.23%**

Table 2

2009-2010 Inventory and Capacities of Existing Schools

*	Juanita Area	Address	Capacity (w/ portables)
25	Frost Elementary	11801 NE 140th	426
03	Juanita Elementary	9635 NE 132nd	299
04	Keller Elementary	13820 108th NE	473
26	Muir Elementary	14012 132nd NE	460
06	Discovery Community School	12801 84th NE	92
06	Sandburg Elementary	12801 84th NE	598
02	Thoreau Elementary	8224 NE 138th	414
63	Finn Hill Jr. High	8040 NE 132nd	558
60	Environmental & Adventure School	8040 NE 132nd	126
67	Kamiakin Jr. High	14111 132nd NE	726
82	Juanita High School	10601 NE 132nd	1,380
	Kirkland Area		
07	Bell Elementary	11212 NE 112th	414
96	Community School	11133 NE 65th	69
16	Franklin Elementary	12434 NE 60th	460
09	Kirk Elementary	1312 6th Street	472
10	Lakeview Elementary	10400 NE 68th	449
15	Rose Hill Elementary	8044 128th NE	415
18	Rush Elementary	6101 152nd NE	437
14	Twain Elementary	9525 130th NE	552
96	International Community School	11133 NE 65th	390
65	Kirkland Jr. High	430 18th Avenue	610
84	Northstar Jr. High	12033 NE 80th	105
69	Rose Hill Jr. High	13505 NE 75th	654
61	Stella Schola	13505 NE 75th	84
80	Best High School	10903 NE 53rd St	224
84	Lake Washington High	12033 NE 80th	1,380
	Redmond Area		
53	Alcott Elementary	4213 228th NE	598
19	Audubon Elementary	3045 180th NE	437
46	Dickinson Elementary	7040 208th NE	518
24	Einstein Elementary	18025 NE 116th	437
46	Explorer Community School	7040 208th NE	92
22	Mann Elementary	17001 NE 104th	391
23	Redmond Elementary	16800 NE 80th	438
21	Rockwell Elementary	11125 162nd NE	506
41	Rosa Parks Elementary	22845 NE Cedar Park Cresent Dr	575
32	Wilder Elementary	22130 NE 133rd	552
74	Evergreen Jr. High	6900 208th NE	864
71	Redmond Jr. High	10055 166th NE	908
85	Redmond High School	17272 NE 104th	1,431
	Sammamish Area		
54	Blackwell Elementary	3225 205th PL NE	552
52	Carson Elementary	1035 244th Ave NE	506
57	McAuliffe Elementary	23823 NE 22nd	644
58	Mead Elementary	1725 216th NE	587
56	Smith Elementary	23305 NE 14th	621
77	Inglewood Jr. High	24120 NE 8th	1,095
78	Renaissance Jr. High	400 228th NE	84
86	Eastlake High School	400 228TH NE	1,526

* Note: See Table 4a for District Map. Locations indicated by numbers stated in this column.

* Note: "Standard capacity" does not include capacity for special programs as identified in Section III

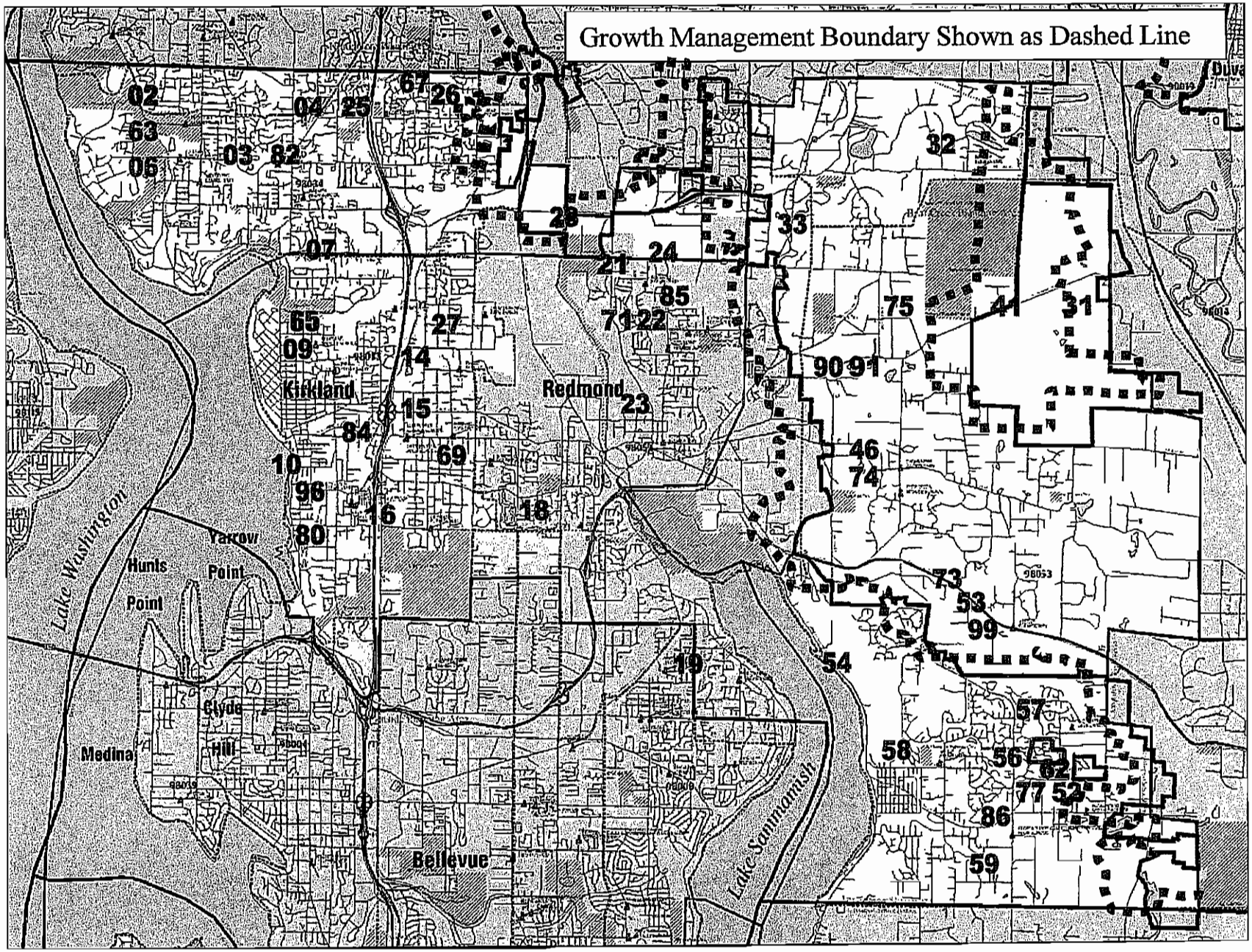
Inventory of Undeveloped Land

*Site # **	*Area*	*Address*	*Jurisdiction*	*Status*
	Juanita Area			
	None			
	Kirkland Area			
27	Elementary	10638 – 134th Ave. NE	Redmond	In reserve ***
	Redmond Area			
28	Elementary	172nd NE & NE 122nd	King County	In reserve ***
31	Elementary	Redmond Ridge East	King County	In reserve ***
33	Elementary	194th NE above NE 116th	King County	In reserve ***
59	Elementary	Main & 228th NE	Sammamish	In reserve ***
73	Undetermined	4213 – 228th NE	King County	In reserve ***
75	Undetermined	22000 Novelty Hill Road	King County	In reserve ***
90	Undetermined	NE 95th & 195th NE	King County	In reserve ***
91	Undetermined	NE 95th Street & 173rd Place NE	King County	In reserve ***
99	Bus Satellite	22821 Redmond-Fall City Road	King County	In reserve ***

Footnotes

"*" = See Table 4a for a District map. Locations indicated by numbers stated in this column.

"***" = "In reserve" refers to sites owned by the District. While the District does not anticipate construction school facilities on these sites within these six years, they are being held for the District's long term needs.


Growth Management Boundary Shown as Dashed Line
Kirkland
Redmond
Bellevue
Medina
Hunts Point
Yarrow Point
Clyde Hill
Lake Washington
Lake Sammamish
02
63
06
03
82
04
25
67
26
07
28
21
24
85
71
22
33
32
75
4
31
65
09
27
14
15
84
69
10
96
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16
18
90
91
23
46
74
73
53
99
54
19
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58
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62
77
52
86
59

Table 4a

Projected Capacity to House Students

	2009	2010	2011	2012	2013	2014	2015
Permanent Capacity	22,566						
New Construction*:							
Redmond Ridge East Elementary #31							414
North Redmond Elementary #28							414
Modernization:							
Finn Hill Jr. #63			67				
Lake Washington High School #84			120				
Muir Elementary #26				(46)			
Rush Elementary #18					(23)		
Sandburg Elementary #06				(184)			
Rose Hill Jr. #69					146		
Keller Elementary #04				(59)			
Permanent Capacity Subtotal	22,566	22,566	22,753	22,464	22,587	22,587	23,415
(Permanent + SS) Total Enrollment	24,085	24,333	24,734	25,181	25,808	26,320	26,922
Permanent Surplus / (Deficit Capacity)	**(1,519)**	**(1,767)**	**(1,981)**	**(2,717)**	**(3,221)**	**(3,733)**	**(3,507)**
Transitional Capacity [Relocatables]	3,063	2,948	2,833	2,718	2,603	2,488	2,373
Change in number of Classrooms**	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Total Surplus / Deficit Capacity	1,544	1,181	852	1	(618)	(1,245)	(1,134)
Total Permanent and Transitional Capacity	25,629	25,514	25,586	25,182	25,190	25,075	25,788

*New schools and additional permanent capacity through modernization.

**Note: Numbers of relocatables (portables) to be removed from capacity (decrease avg. of 23 students per portable).

Six-Year Finance Plan

		2010	2011	2012	2013	2014	2015	Total	Local	Est Secured State	Unsecured Local *
Site 84	Mod - Lake Washington High		88,878,000					88,878,000	82,580,833	6,297,167	
Site 63	Mod - Finn Hill Junior		53,600,000					53,600,000	50,600,000	3,000,000	
Site 26	Mod - Muir Elementary			27,825,000				27,825,000	26,025,000	1,800,000	
Site 06	Mod- Sandburg Elementary			30,555,000				30,555,000	28,755,000	1,800,000	
Site 04	Mod - Keller Elementary			29,242,500				29,242,500	27,442,500	1,800,000	
Site 18	Mod - Rush Elementary				31,920,000			31,920,000	30,120,000	1,800,000	
Site 69	Mod - Rose Hill Junior				69,195,000			69,195,000	65,195,000	4,000,000	
Site 96	Mod - ICS/Community				15,277,500			15,277,500	13,477,500	1,800,000	
Site 07	Mod - Bell Elementary				33,285,000			33,285,000	31,485,000	1,800,000	
Site 31	New - Redmond Ridge East El						30,532,868	30,532,868	0	0	30,532,868
Site 28	New - North Redmond El						31,282,868	31,282,868	0	0	31,282,868
	Portables	500,000						500,000	0	0	500,000
	Totals	$500,000	$142,478,000	$87,622,500	$149,677,500	$0	$61,815,736	$442,093,736	$355,680,833	$24,097,167	$62,315,736

* These are expected to be secured through Impact and Mitigation Fees. (Calculation of estimated impact fees are shown in Appendix B & C.)
** Monies for Redmond Ridge East & North Redmond El have not been secured, monies for all other projects have been secured

Note 1: Dollars are adjusted for expected inflation.
Note 2: Phase II school modernization (2006-2014) financing is based on a bond measure approved in February 2006.

ORDINANCE NO. 4285

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING THE COLLECTION OF IMPACT FEES FOR SCHOOLS AND ADDING CHAPTER 27.08 TO THE KIRKLAND MUNICIPAL CODE.

WHEREAS, the City Council of the City of Kirkland finds that new residential development will create additional demand and need for school capacity; and

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the Lake Washington School District has requested that the City of Kirkland impose school impact fees on the District's behalf in order to address the continued impact of growth within the City on the District's capital facilities; and

WHEREAS, the City Council of the City of Kirkland recognizes the proportionate share of the expense of school facilities necessitated by the impacts of new residential development should be borne by the developers of new growth through the imposition of school impact fees as authorized by the Growth Management Act (RCW 82.02.050 – 82.02.100); and

WHEREAS, the Lake Washington School District has prepared a Capital Facilities Plan in compliance with the Act; and

WHEREAS, school impact fees have been calculated for residential uses based upon a specified formula; and

WHEREAS, provision has been made to consider annual adjustments to the school impact fees based upon demographics and capital construction costs.

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. A new Chapter 27.08, "School Impact Fees," is added to Title 27 of the Kirkland Municipal Code to read as follows:

27.08.010 Findings and Authority.

The City Council finds and determines that new residential growth and development in the city will create additional demand and need for public facilities (school capacity) in the city and finds that new

residential growth and development should pay a proportionate share of the cost of facilities needed to serve the new growth and development. Lake Washington School District #414 has requested that the city impose school impact fees on the District's behalf and has prepared a capital facilities plan documenting the impact of new development within the Lake Washington School District on Lake Washington School District facilities. The city council accepts the methodology and data contained in the capital facilities plan. Therefore, pursuant to Chapter 82.02 RCW, the city council adopts this chapter to assess impact fees for public schools within the Lake Washington School District #414.

27.08.020 Definitions.

The following words and terms shall have the following meanings unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

(a) "Act" shall mean the Growth Management Act, Chapter 36.70A RCW.

(b) "Applicant" means the owner of real property according to the records of the King County Department of Records and Elections, or the applicant's authorized agent.

(c) "Building permit" means the official document or certification that is issued by the building division of the fire and building department and that authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, tenant improvement, demolition, moving or repair of a building or structure.

(d) "Capital facilities" means the facilities or improvements included in the capital facilities plan.

(e) "Capital facilities plan" means the "Lake Washington School District #414 Six-Year Capital Facilities Plan," and such plan as amended.

(f) "City" means the City of Kirkland.

(g) "Council" means the city council of Kirkland.

(h) "Department" means the Planning and Community Development Department.

(i) "Director" means the Director of the Department of Planning and Community Development Department.

(j) "Hearing examiner" means the person who exercises the authority of Chapter 3.34 of this code.

(k) "Impact fee" means a payment of money imposed by the city on an applicant prior to issuance of a building permit as a condition of granting a building permit in order to pay for the public facilities needed to serve new residential growth and development. "Impact fee" does not include a reasonable permit fee or application fee.

(l) "Impact fee account" or "Account" means the account established for the system improvement for which impact fees are collected. The account shall be established pursuant to this chapter, and shall comply with the requirements of RCW 82.02.070.

(m) "Independent fee calculation" means the study of data submitted by an applicant to support the assessment of an impact fee other than the fee in the schedule attached as set forth in KMC 27.08.150 of this chapter.

(n) "Interest" means the interest rate earned by the City sweep account, if not otherwise defined.

(o) "Interlocal agreement" or "Agreement" means a school impact fee interlocal agreement, authorized by this chapter, by and between the city and the Lake Washington School District concerning the collection and expenditure of impact fees.

(p) "Low-income housing" means (1) an owner-occupied housing unit affordable to households whose household income is less than 80% of the King County median income, adjusted for household size, as determined by the United States Department of Housing and Urban Development (HUD), and no more than 30% of the household income is paid for housing expenses or (2) a renter-occupied housing unit affordable to households whose income is less than 60% of the King County median income, adjusted for household size, as determined by HUD, and no more than 30% of the household income is paid for housing expenses (rent and appropriate utility allowance). In the event that HUD no longer publishes median income figures for King County, the city may use or determine such other method as it may choose to determine the King County median income, adjusted for household size. The director will make a determination of sales prices or rents which meet the affordability requirements of this section. An applicant for a low income housing exemption may be a public housing agency, a private non-profit housing developer or a private developer.

(q) "Multifamily dwelling" means attached, stacked, duplex, or assisted living unit as defined in Chapter 5 of Title 23 of this code (Zoning Code) and cottage, carriage and two/three units homes approved under Chapter 113 of Title 23 of this code (Zoning Code).

(r) "Owner" means the owner of real property according to the records of the King County Department of Records and Elections, provided, that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

(s) "Public facilities" means capital facilities owned or operated by Lake Washington School District #414.

(t) "Residential" means housing, such as detached, attached or stacked dwelling units (includes cottage, carriage and two/three unit homes approved under Chapter 113 of Title 23 (zoning code)), and senior and assisted dwelling units intended for occupancy by one or more persons. For the purpose of this chapter, an accessory dwelling unit, as regulated in Chapter 115 of Title 23 (zoning code) of this code, is considered an adjunct to the associated primary structure and is not charged a separate impact fee.

27.08.030 Assessment of impact fees.

(a) The city shall collect impact fees, based on the schedule in Section 27.08.150 of this chapter, from any applicant seeking a residential building permit from the city.

(b) All impact fees shall be collected from the applicant prior to issuance of the building permit based on the land use categories in Section 27.08.150. Unless the use of an independent fee calculation has been approved, or unless a development agreement entered into pursuant to RCW 36.70B.170 provides otherwise, the fee shall be calculated based on impact fee schedule in effect at the time a complete building permit application is filed.

(c) For building permits for mixed use developments, impact fees shall be imposed on the residential component of the development found on the schedule in Section 27.08.150 of this chapter.

(d) For building permits within new subdivisions approved under Title 22 (subdivisions) in this code, a credit shall be applied for any dwelling unit that exists on the land within the subdivision prior to the subdivision if the dwelling unit is demolished. The credit shall apply to the first complete building permit application submitted to the City subsequent to demolition of the existing dwelling unit, unless otherwise allocated by the applicant of the subdivision as part of approval of the subdivision.

(e) For complete building permit applications received on or prior to May 31, 2012, at the time of issuance of any single family residential building permit for a dwelling unit that is being constructed for resale, the applicant may elect to record a covenant against the title to the property that requires payment of the impact fees due and owing, less any credits awarded, by providing for automatic payment through escrow of the impact fee due and owing to be paid at the time of closing of sale of the lot or unit. Applicants electing to use this process shall pay a $240 administration fee for each individual lien filed.

(f) The building division of the fire and building department shall not issue any building permit unless and until the impact fee has been paid.

27.08.040 Independent fee calculations.

(a) If, in the judgment of the director, none of the fee categories or fee amounts set forth in the schedule in Section 27.08.150 of this chapter accurately describes the impacts resulting from issuance of the proposed building permit, the applicant shall provide to the department for its review and evaluation an independent fee calculation. The director shall consult with the Lake Washington School District and the District shall advise the director prior to the director making the final impact fee determination. The director may impose on the proposed building permit an alternative impact fee based on the independent fee calculation. With the independent fee calculation, the applicant shall pay to the department an administrative processing fee of one hundred dollars per calculation unless a different fee is provided for in Title 5 of this code.

(b) If an applicant requests not to have the impact fees determined according to the schedule in Section 27.08.150 of this chapter, then the applicant shall submit to the director an independent fee calculation, paid for by the applicant, for the building permit. The independent fee calculation shall show the basis upon which it was made. With the request, the applicant shall pay to the department the administrative processing fee provided for in Title 5 of this code.

(c) An applicant may request issuance of a building permit prior to completion of an independent fee study; provided, that the impact fee is collected based on the fee schedule in Section 27.08.150. A partial

refund may be forthcoming if the fee collected exceeds the amount determined in the independent fee calculation and the department agrees with the independent fee calculation.

(d) While there is a presumption that the calculations set forth in the capital facilities plan used to prepare the fee schedule in Section 27.08.150 are correct, the director shall consider the documentation submitted by the applicant, but is not required to accept such documentation which the director reasonably deems to be inaccurate or not reliable, and may, in the alternative, require the applicant to submit additional or different documentation. The director shall consult with the Lake Washington School District and the District shall advise the director prior to the director making the final impact fee determination. The director is authorized to adjust the impact fee on a case-by-case basis based on the independent fee calculation, the specific characteristics of the building permit and/or principles of fairness.

(e) Determinations made by the director pursuant to this section may be appealed to the hearing examiner subject to the procedures set forth in Section 27.08.120.

27.08.050 Exemptions.

(a) The following building permit applications shall be exempt from impact fees:

(1) Replacement, alteration, expansion, enlargement, remodeling, rehabilitation or conversion of an existing dwelling unit where no additional units are created and the use is not changed. Replacement must occur within five years of the demolition or destruction of the prior structure. For replacement of structures in a new subdivision, see Section 27.08.030(d).

(2) Any building permit for a legal accessory dwelling unit approved under Title 23 of this code (Kirkland Zoning Code).

(3) Miscellaneous improvements to an existing dwelling unit, including but not limited to fences, walls, swimming pools, mechanical units, and signs.

(4) Demolition or moving of a structure within the City's jurisdiction.

(5)(A) Construction or Creation of Low-Income Housing. Any claim for an exemption must be made before payment of the impact fee. Any claim not so made shall be deemed waived. The claim for exemption must be accompanied by a draft lien and covenant against the property guaranteeing that the low-income housing will continue. Before approval of the exemption, the department shall approve the form of the lien and covenant. Within ten days of approval, the applicant shall execute and record the approved lien and covenant with the King County department of records and elections. The lien and covenant shall run with the land. In the event that the housing unit is no longer used for low-income housing, the current owner shall pay the current impact fee plus interest to the date of the payment.

(B) The amount of impact fees not collected from low-income housing pursuant to this exemption shall be paid by the Lake Washington School District. The impact fees for these units shall be considered paid for by the Lake Washington School District through its other funding sources, without the district actually transferring funds from its other funding sources into the impact fee account.

(6) Construction or creation of any form of housing for the elderly, including nursing homes, retirement centers, and any type of housing units for persons age 55 and over, which have recorded covenants or recorded declaration of restrictions precluding school-aged children as residents of those units. In the event that the housing unit is no longer used for senior housing as defined in this subsection, the current owner shall pay the current impact fee plus interest to the date of the payment.

(7) Any development activity that is exempt from the payment of an impact fee pursuant to RCW 82.02.100, due to mitigation of the same system improvement under the State Environmental Policy Act.

(8) Any development activity for which school impacts have been mitigated pursuant to a voluntary agreement entered into with the Lake Washington School District to pay fees, dedicate land or construct or improve school facilities, unless the terms of the voluntary agreement provide otherwise and provided that the voluntary agreement predates the effective date of the fee imposition.

(b) The director shall be authorized to determine whether a particular proposed development falls within an exemption of this chapter or of this code. Determinations of the director shall be subject to the appeals procedures set forth in Section 27.08.120.

27.08.070 Adjustments.

Pursuant to and consistent with the requirements of RCW 82.02.060, the Lake Washington School District capital facilities plan has provided adjustments for past and future taxes paid or to be paid by the new development which are earmarked or proratable to the same new system improvements that will serve the new development. The schedule set forth in Section 27.08.150 of this chapter has been reasonably adjusted for taxes and other revenue sources that are anticipated to be available to fund system improvements.

27.08.080 Authorization for interlocal agreement.

The city manager is authorized to execute, on behalf of the city, an interlocal agreement with the Lake Washington School District for the collection, expenditure, and reporting of impact fees.

27.08.090 Impact Fee Administration.

The process for administering school impact fees, including refunding fees, shall be established upon approval of and according to an interlocal agreement between the city and the Lake Washington School District.

27.08.100 Use of funds.

(a) Impact fees may be spent for system improvements, including but not limited to, architectural and/or engineering design studies, land surveys, land acquisition, engineering, permitting, financing, administrative expenses, relocatable facilities, capital equipment pertaining to educational facilities, construction, site improvements, necessary off-site improvements, applicable impact fees or mitigation costs and other expenses which could be capitalized, and which are consistent with the Lake Washington School District's capital facilities plan.

(b) Impact fees shall be expended or encumbered on a first-in, first-out basis.

(c) Impact fees may be used to recoup costs for system improvements previously incurred by the Lake Washington School District by the city to the extent that new growth and development will be served by the previously constructed system improvements.

(d) In the event that bonds or similar debt instruments are or have been issued for the advanced provision of system improvements, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that system improvements provided are consistent with the requirements of this chapter and are used to serve the new development.

27.08.110 Review of schedule and fee increases.

The Lake Washington School District shall annually submit to the City a six-year capital facilities plan or an update of a previously adopted plan, which meets the requirements of the Act. The schedule in Section 27.08.150 will be amended to reflect changes to the capital facilities plan. Amendments to the schedule for this purpose shall be adopted by the council.

27.08.120 Appeals.

(a) An appeal of an impact fee imposed on a building permit may only be filed by the Lake Washington School District or the applicant of the building permit for the subject property. An applicant may either file an appeal and pay the impact fee imposed by this chapter under protest, or appeal the impact fee before issuance of the building permit. No appeal may be filed after the impact fee has been paid and the building permit has been issued.

(b) An appeal shall be filed with the hearing examiner on the following determinations of the director:

(1) The applicability of the impact fees to a given building permit pursuant to Sections 27.08.030 and 27.08.050;

(2) The decision on an independent fee calculation in Section 27.08.040;

(3) The availability or value of a credit in Section 27.08.060; or

(4) Any other determination which the director is authorized to make pursuant to this chapter.

(c) An appeal, in the form of a letter of appeal, along with the required appeal fee, shall be filed with the department for all determinations by the director, prior to issuance of a building permit. The letter must contain the following:

(1) A basis for and arguments supporting the appeal; and

(2) Technical information and specific data supporting the appeal.

(d) The fee for filing an appeal shall be two hundred and fifty dollars.

(e) Within twenty-eight calendar days of the filing of the appeal, the director shall mail to the hearing examiner the following:

(1) The appeal and any supportive information submitted by the appellant;

(2) The director's determination along with the record of the impact fee determination and, if applicable, the independent fee calculation; and

(3) A memorandum from the director analyzing the appeal.

(f) The hearing examiner shall review the appeal from the applicant, the director's memorandum, and the record of determination from the director. No oral testimony shall be given, although legal arguments may be made. The determination of the director shall be accorded substantial weight.

(g) The hearing examiner is authorized to make findings of fact and conclusions of law regarding the decision. The hearing examiner may, so long as such action is in conformance with the provisions of this chapter, reverse or affirm, in whole or in part, or modify the determination of the director, and may make such order, requirements, decision or determination as ought to be made, and to that end shall have the powers which have been granted to the director by this chapter. The hearing examiner's decision shall be final.

(h) The hearing examiner shall distribute a written decision to the director within fifteen working days.

(i) The department shall distribute a copy of the hearing examiner's decision to the appellant and the Lake Washington School District within five working days of receiving the decision.

(j) In the event the hearing examiner determines that there is a flaw in the impact fee program, that a specific exemption or credit should be awarded on a consistent basis, or that the principles of fairness require amendments to this chapter, the hearing examiner may advise the council as to any question or questions that the hearing examiner believes should be reviewed as part of the council's review of the fee schedule in Section 27.08.150 as provided by Section 27.08.110.

27.08.130 Responsibility for payment of fees.

(a) The building permit applicant is responsible for payment of the fees authorized by this chapter in connection with a building permit application.

(b) In the event that a building permit is erroneously issued without payment of the fees authorized by this chapter, the building

official may issue a written notice to the property owner and occupant advising them of the obligation to pay the fees authorized by this chapter. Such notice shall include a statement of the basis under which the fees under this chapter are being assessed, the amount of fees owed, and a statement that the property owner or occupant may appeal the fee determination within twenty calendar days of the date the notice was issued. Any appeals of such a fee determination shall be processed in accordance with the procedures set forth in Section 27.08.120.

(c) If a property owner or occupant fails to appeal the issuance of a fee notice under subsection (b) of this section, or if the property owner or occupant's appeal is unsuccessful, the city is authorized to institute collection proceedings for the purpose of recovering the unpaid impact fees.

27.08.140 Existing authority unimpaired.

Nothing in this chapter shall preclude the city from requiring the applicant for a building permit, to mitigate adverse environmental impacts of a specific development pursuant to the State Environmental Policy Act, Chapter 43.21C RCW, based on the environmental documents accompanying the underlying development approval process, and/or Chapter 58.17 RCW, governing plats and subdivisions; provided, that the exercise of this authority is consistent with the provisions of RCW 82.02.050(1)(c).

27.08.150 Fee schedule.

(a) **School Impact Fee Schedule**

Type of Land Use	Impact Fee	Per Unit
Single-Family Dwelling (detached unit)	$6,250	Dwelling Unit
Multifamily Dwelling (attached, stacked, and assisted living unit)	$1,732	Dwelling Unit

(b) The City shall collect an administrative fee of $65.00 per filing per residential permit in order to cover the administrative cost of collecting, processing, and handling the impact fees described in this chapter.

Section 2. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 3. The school impact fees and regulations relating to school impact fees shall apply to all complete building permit applications filed on or after (a) June 1, 2011, or (b) the effective date

of an interlocal agreement between the City of Kirkland and the Lake Washington School District providing for collection and distribution of school impact fees, whichever occurs later. This ordinance shall take effect in the annexation area legally described in Exhibit A to City of Kirkland Ordinance No. 4229 on June 1, 2011, or upon the effective date of annexation, whichever is later.

Section 4. This ordinance shall be in force and effect on June 1, 2011 after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

PUBLICATION SUMMARY
OF ORDINANCE NO. 4285

AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING THE COLLECTION OF IMPACT FEES FOR SCHOOLS AND ADDING CHAPTER 27.08 TO THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Creates a new Chapter 27.08 of the Kirkland Municipal Code authorizing the City to assess school impact fees on new residential development.

SECTION 2. Provides a severability clause for the ordinance.

SECTION 3. Provides that school impact fees and regulations relating to school impact fees shall apply to all complete building permit applications filed on or after (a) June 1, 2011, or (b) the effective date of an interlocal agreement between the City of Kirkland and the Lake Washington School District providing for collection and distribution of school impact fees, whichever occurs later. This section also provides that the ordinance takes effect in City of Kirkland annexation areas upon the effective date of annexation.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as June 1, 2011.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2011.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

_____
City Clerk

RESOLUTION R-4861

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND LAKE WASHINGTON SCHOOL DISTRICT NO. 414 FOR THE COLLECTION, DISTRIBUTION AND EXPENDITURE OF SCHOOL IMPACT FEES.

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the City has adopted a school impact fee ordinance which describes the features of the school impact fee program, and allows the District to receive and expend school impact fees in conformance with the Act; and

WHEREAS, the District has prepared a Capital Facilities Plan in compliance with the Act; and

WHEREAS, THE City has adopted the District's Capital Facilities Plan as part of the capital facilities element of the City of Kirkland Comprehensive Plan, and the City will collect impact fees upon certain new residential developments on behalf of the District; and

WHEREAS, the City and the District desire to enter into an agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administrating and distributing the authorized impact fees.

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement for the Collection, Distribution and Expenditure of School Impact Fees."

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this ____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

R-4861
Exhibit A

INTERLOCAL AGREEMENT FOR THE COLLECTION, DISTRIBUTION, AND EXPENDITURE OF SCHOOL IMPACT FEES

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Kirkland (the "City") and the Lake Washington School District No. 414 (the "District").

WHEREAS, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, RCW 36.70A et seq. and RCW 82.02 et seq. (the "Act"), which authorizes the collection of impact fees on development activity to provide public school facilities to serve new development; and

WHEREAS, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan; and

WHEREAS, the City has adopted Ordinance No. _____ which describes the features of the school impact fee program, and allows the District to receive and expend school impact fees in conformance with the Act; and

WHEREAS, the District has prepared a Capital Facilities Plan in compliance with the Act; and

WHEREAS, THE City has adopted the District's Capital Facilities Plan as part of the capital facilities element of the City of Kirkland Comprehensive Plan, and the City will collect impact fees upon certain new residential developments on behalf of the District; and

WHEREAS, the City and the District enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administrating and distributing the authorized impact fees;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The City and the District agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.

II. RESPONSIBILITIES OF THE DISTRICT

The District, by and through its employees, agents, and representatives, agrees to:

A. Annually submit to the City a six-year capital facilities plan or an update of a previously adopted plan, or a draft of such plan, which meets the requirements of the Act and Chapter 27.08 of the Kirkland Municipal Code on or before June 1st of each year.

B. Authorize the City to collect school impact fees on behalf of the District and to deposit such fees into the City's general bank account. A separate account number will be used in the City's financial system to track the school impact fees.

C. Expend impact fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, for expenditures authorized by Section 27.08.100 of the Kirkland Municipal Code, as required by RCW 82.02.070(3).

D. Prepare an annual report in accordance with the requirements of RCW 82.02.070 showing the system improvements that were financed in whole or in part by impact fees and the amount of funds expended. The annual report shall be sent to the City on or before April 1st of each year for the preceding calendar year. Copies of the annual report shall also be submitted to the City Council.

E. Refund impact fees and interest earned on impact fees when a refund is required under applicable law; including but not limited to (1) when the proposed development activity does not proceed and no impact to the District has resulted; (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law; or (3) when the school impact fee program is terminated. Pursuant to RCW 82.02.080, the District shall provide notice to potential claimants whenever the District fails to expend or encumber impact fees within the time limits established by law. The District shall provide the City with copies of such notices and any refund requests received by the District, together with evidence of the payment of such refunds as may be required.

F. Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement and the Act.

G. Authorize the City to collect an administrative fee of $65 per residential permit in order to cover the administrative cost of collecting, processing, and handling the impact fees described in this Agreement, provided, that in no event shall such administrative fee be deducted from the adopted impact fee amount.

H. Review and comment on independent fee calculations submitted by permit applicants as provided in Section VIII of this Agreement.

I. Participate in appeals of impact fees as provided in Section VIII of this Agreement.

III. RESPONSIBILITIES OF THE CITY

The City, by and through its employees, agents, and representatives, agrees to:

A. Timely review and take action on the District's updated Capital Facilities Plan and the District's revised impact fee schedule.

B. Remit to the District promptly (i.e. monthly) all impact fees collected on behalf of the District pursuant to Section II(B) above.

C. Provide to the District with the monthly impact fee remittance a report setting forth the date each impact fee was collected, the amount of impact fees collected, the name and address of the party paying and the King County property tax lot number for each parcel for which an impact fee was collected.

D. Determine whether applicants are excluded from the application of the impact fee pursuant to Section 27.08.060 of the Kirkland Municipal Code, as may be amended from time to time.

E. Determine whether applicants are entitled to credits or adjustments against the required impact fees pursuant to RCW 82.02.060(3) and (4) and Sections 27.08.060 and 27.08.070 of the Kirkland Municipal Code, as may be amended from time to time.

F. Review and approve fees in lieu of the standard impact fees provided for in this Agreement based upon an independent fee calculation study submitted by the applicant pursuant to RCW 82.02.060(5) and Section 27.08.040 of the Kirkland Municipal Code, as may be amended from time to time.

G. Administer appeals from the imposition of impact fees provided for in this Agreement pursuant to RCW 82.02.070(5) and Section 27.08.120 of the Kirkland Municipal Code, as may be amended from time to time.

IV. GENERAL TERMS

A. This Agreement shall be effective when executed by both parties.

B. It is recognized that amendments to this Agreement may become necessary, and such amendment shall become effective only when the parties have executed a written addendum to this Agreement.

C. The parties acknowledge that, except as otherwise specifically provided for herein, the City shall in no event be responsible for the payment of any funds to the District, except for impact fees collected for the District.

V. AUDIT

A. The District's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the City appropriate state agency.

B. The District agrees to cooperate with any monitoring of evaluation activities conducted by the City that pertain to the subject of this Agreement. The District agrees to allow the City, or appropriate state agencies and/or any of their employees, agents, or representatives to have full access to and the right to examine during normal business hours, all of the District's records with respect to all matters covered by this Agreement. The City and/or any of its employees, agents, or representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and record of matters covered by this Agreement. The City will give fifteen days advance notice to the District of fiscal audits to be conducted.

C. The results and records of said audit shall be maintained and disclosed in accordance with Chapter 42.56 RCW.

VI. HOLD HARMLESS

A. The District shall, at its cost and expense, protect, defend, indemnify, and hold harmless the City, its officers, employees, and agents, from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the acts or omissions of the District, its officers, employees, or agents, relating in any way to the City school impact fee program. By way of example, and not of limitation, of the foregoing, the District shall protect, defend, indemnity, and hold harmless the City, its officers, employees, and agents, from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the District's (by its officers, employees, agents, or representatives) negligent acts or omissions; intentional acts or omissions; any liability arising from an audit of the District's impact fee account; or failure for any reason to comply with the terms of this Agreement, the terms of the Act, or the terms of Chapter 27.08 of the Kirkland Municipal Code, all as may be amended from time to time, or in any way related to the validity of the District's Capital Facilities Plan or the methodology used to arrive at the per unit impact fees which the City has agreed to collect on behalf of the District.

B. The District further agrees that the District shall protect, defend, indemnify, and hold harmless the City its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the District's failure to refund impact fees, including but not limited to, a determination that impact fees from the development activity that was not completed are not refundable because the funds were

expended or encumbered by the District whether or not the District's determination was made in good faith; provided, however, that if the District offers to defend the City, the District shall not be liable for any of the City's attorney's fees or costs incurred after such offer to defend its made; provided, further, that if the District authorizes the City to refund any impact fees from the impact fees then held by the City, and the City fails to do so, this section shall not apply.

C. The District's duties to the City under this section shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section VII.

D. The City shall, at its own cost and expense, protect, defend, indemnify, and hold harmless the District, its officers, employees, and agents from that portion of any costs, claims, judgments, or awards of damages that exceed the amount of impact fees the City has collected on behalf of the District resulting from the City's (by its officers, employees, agents, or representatives) negligent acts or omissions; intentional acts or omissions; or failure for any reason to comply with the terms of this Agreement, the terms of the Act, or the terms of Chapter 27.08 of the Kirkland Municipal Code, all as may be amended from time to time. It is the intent of this Section (IV D) that any liability created by the City's performance of its duties under this Agreement, the Act, or the terms of Chapter 27.08 of the Kirkland Municipal Code be satisfied first out of any impact fees attributable to the activity out of which the liability arises that have been collected by the City on behalf of the District for the particular development activity at issue, and only in the event that such impact fees collected for the particular development activity at issue are insufficient, shall the City be liable to satisfy the liability.

E. The City's duties to the district under this section shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section VII.

VII. TERMINATION

A. The obligation to collect impact fees under this Agreement may be terminated without cause by the City, in whole or in part, at any time. All other obligations under this Agreement shall remain in effect so long as the City or the District retain unexpended or unencumbered funds. The obligations under Section VI of this Agreement shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

B. The City shall have the authority to ensure that upon termination of this Agreement, any remaining unexpended or unencumbered funds are refunded pursuant to RCW 82.02.080.

C. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the

obligations, terms, and conditions set forth in this Agreement are breached by the other party.

VIII. ADMINISTRATIVE APPEALS AND INDEPENDENT FEE CALCULATIONS

A. Section 27.08.040 of the Kirkland Municipal Code allows permit applicants to prepare and submit an independent fee calculation study for review and approval in lieu of payment of impact fees according to the impact fee schedule adopted by Section 27.08.150. The City agrees to submit any such independent fee calculation study to the District for review and comment prior to the director making a determination as to the validity of such study. The District agrees to provide comments regarding any such independent fee calculation study in a timely manner and the City agrees to consider such comments in good faith. The District agrees that the Director's decision on the validity of any such study shall be final and binding upon the District.

B. Section 27.08.120 of the Kirkland Municipal Code provides that impact fees may be appealed and sets forth appeal procedures. In the event that such an appeal is filed regarding the school impact fees that are the subject of this Agreement, the District and the City agree to cooperate in defending the appeal. The District shall be solely responsible in any appeal hearing for defending the validity of its capital facilities plan and the methodology used to arrive at the per unit impact fee which the City has agreed to collect on the District's behalf under this Agreement. The District shall provide witnesses and legal counsel to defend such matters in any appeal hearing related to the validity of its capital facilities plan and the methodology used to arrive at the per unit school impact fees and the City shall not be required to defend such matters through its own witnesses or legal counsel.

IX. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

X. NONDISCRIMINATION

There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

The District and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

XI. RIGHTS OF OTHER PARTIES

It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and conveys no right to any other party.

XII. GOVERNING LAW AND FILING

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. This Agreement shall be filed with the secretary of the Board of Directors of the District, the King County Records and Election Division, the Secretary of State and the Washington State Department of Community, Trade and Economic Development.

XIII. ADMINISTRATION

A. The City's representative shall be:

Eric Shields
Planning Director
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033

Phone: (425)587-3235

B. The District's representative shall be:

Forrest Miller
Director, Facilities and Transportation
Lake Washington School District No. 414
16250 NE 74th Street
P.O. Box 97039
Redmond, WA 98073

Phone: (425) 702-3200

XIV. ENTIRE AGREEMENT/WAIVER OF DEFAULT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or

subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the City, which shall be attached to the original Agreement.

CITY OF KIRKLAND	LAKE WASHINGTON SCHOOL DISTRICT NO. 414
_____	_____
Kurt Triplett, City Manager	Dr. Chip Kimball, Superintendent
APPROVED AS TO FORM:	APPROVED AS TO FORM:
_____	_____
City Attorney	Legal Counsel Lake Washington School District

CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lorrie McKay, Intergovernmental Relations Manager

Date: December 20, 2010

Subject: CITY OF KIRKLAND 2011 LEGISLATIVE AGENDA

RECOMMENDATION:
It is recommended that the City Council review clarification on Waste to Energy item from December 7 draft and reconsider including this item on City's 2011 Legislative Agenda, and consider a resolution approving the 2011 Legislative Agenda.

BACKGROUND DISCUSSION:
The 2011 Legislative Agenda seeks to promote the City Council's goals and protect the City's ability to provide basic municipal services to its citizens. The 2011 Legislative Agenda is categorized by guiding principles, Kirkland's top 10 legislative priorities, the city's support of selected priority items of our ally organizations and additional legislation to support.

At its December 7, 2010 City Council meeting, Council moved to strike the Waste to Energy item from the draft legislative agenda and approved the amended draft 2011 Legislative Agenda (Exhibit A to the Resolution). Council requested additional information and clarification on the Waste to Energy item.

Public Works staff provided clarifying information on State and National efforts to convert "brown grease" waste (fats, oils and grease) to energy (Attachment 1). Staff outlined the importance and benefits of supporting legislation and programs that regulate, maintain, and direct the FOG waste stream away from our wastewater conveyance, lift station, and treatment plants and away from landfills and into productive energy use. Staff recommends the City Council include Waste to Energy Conversion: Re-use of Brown Grease on the City of Kirkland's 2011 Legislative Agenda. If council concurs, the following bullet would be added to the legislative agenda, on page 4 under the "additional legislation to support" category to read as follows: Waste to Energy Conversion: Re-use of Brown Grease.

The 2011 legislative session is a long session beginning on January 10, 2011 and extending to April 25, 2011. The legislature finalizes the cutoff schedule on the first day of session. The City Council and Legislative Sub-committee will receive regular updates on legislative issues throughout the session.

Attachments: Waste to Energy Conversion: Re-use of Brown Grease
Resolution
2011 Legislative Agenda (Exhibit A)

Attachment 1

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.ci.kirkland.wa.us

MEMORANDUM

To: Ray Steiger, P.E., Interim Public Works Director

From: Bobbi Wallace, Surface Water and Wastewater Manager

Date: December 20, 2010

Subject: Waste to Energy Conversion: Re-use of Brown Grease

There is an ongoing movement in the State of Washington and the Nation to convert waste to energy. The Interagency Resource for Achieving Cooperation (IRAC) in King County, has a working sub-group entitled: Brown Grease To Energy (BGTE), and they are working on the potential conversion of waste fats, oils and grease (FOG) to energy; below are some of the goals and the workgroup's overall mission and vision.

One of the goals is to implement a Washington State "preferred pumper program" (PPP). This Program would provide municipalities with better controls, technical support, and consistent directions for the pumping vendors hired by FOG generators. One of the direct benefits of the Program would be the tracking and identification of post removal usages of brown grease removed from wastewater collection systems (grease traps, separators, lines, lift stations, treatment plants, etc.). The Program would require that manifests identify receiving points for the FOG (i.e. is it disposed of properly). Kirkland wastewater staff participates in IRAC which supports the Statewide goal for new legislation to implement the PPP. This Program will provide the mechanisms and oversight via collaboration with multiple municipalities and county agencies as well as non-profit associations, including the preferred pumper industry associations.

Oregon State has implemented a PPP and will be presenting it at the upcoming American Public Works Association Grease Summit – April 5th, 2011, held in the City of Bellevue's City Hall. Our elected and city leaders are invited to attend this event to learn more about FOG impacts, costs to waste water systems, and its energy potential.

IRAC BGTE Mission & Vision:

Mission

The mission of the IRAC BGTE workgroup is to develop a regional approach for the collection, tracking, and beneficial reuse of brown grease generated throughout the Puget Sound Region.

Vision

The vision of the IRAC BGTE workgroup is the development of working partnerships between vendors, the regulated community, and regional municipalities. These partnerships will contribute to the protection of public health and the environment and to the development of alternative uses for FOG related waste streams.

The IRAC BGTE workgroup has identified the Preferred Pumper Program (PPP) as a step to achieve this vision. The PPP provides participating pumpers with uniform standards for grease removal

device cleaning, inspection, and reporting. The PPP will improve the region's efforts in effectively collecting and tracking brown grease, ensuring proper disposal, and furthering the re-use of brown grease. The PPP facilitates this effort by partnering with FOG generators, preferred pumpers and governing agencies.

A few local examples of re-use of brown grease in the conversion from waste to energy follow.

The City of Bellingham has contracted with Brown and Caldwell to develop a program that collects the brown grease from Bellingham's private generators to use it as fuel to reduce the amount of natural gas they currently use to power the incinerators at the City of Bellingham's wastewater treatment plant. The brown grease is injected into the incinerators and burned. This increases the BTU/heat levels thus creating energy used in the treatment plant. The end product is an ash that is then removed from the incinerators and deposited in landfills safely or directed to concrete manufacturers for use to supplement as fly ash (which helps concrete flow in pumper trucks for such things like foundations). They are also researching the potential partnership with a firm in their jurisdiction called "FARM POWER".

This relatively new process involves mixing a fuel value brown grease with cow manure and sending it through a digester process; it generates methane which is then used to power a generator and will eventually generate electricity to sell back to the grid. The stabilized bio-solid byproduct is then returned to the farmer for land application.

Seattle Steam uses the same technology in King County/Seattle, and they agree that applying the brown grease to their incinerator fuel (hog fuel/construction wood waste) increases the BTU output for the steam heat that is used throughout the City in multiple high rise structures and other commercial buildings. A grease to energy discussion panel is scheduled at the upcoming Grease Summit, and Seattle Steam's CEO, Stan Gent, has agreed to participate on the panel along with two DOE experts to speak on bio-diesel and other waste to energy related topics.

Despite having a robust FOG program and regular inspections of potential sources, The City of Kirkland continues to receive brown grease from multiple private FOG generators via private sewer lines and poorly maintained grease traps and grease separators. The grease migrates into the sewer mainlines creating chemical reactions to the pipe material, plugging, corroding, and eating the bottom of sewer conveyance pipes and then ends up in the wet wells of the six City owned and operated lift stations. This creates expensive maintenance requirements and corrosive damage to the pumps, wet wells and lines. The grease is often cleaned from the pump stations and then migrates further into the main King County trunk lines adding FOG impact costs to the regional treatment facilities as well. In the end Kirkland citizens pay for these impacts to the regional system via maintenance costs billed to the end users.

We recommend the support of future legislation and programs that regulate, maintain, and direct the FOG waste stream away from our wastewater conveyance, lift station, and treatment plants and away from landfills and into productive energy use. It all begins with the collectors, the pumping truck industry, hence the preferred pumper truck program (PPP). This program also helps to regulate the industry for consistent standard practices to protect the environment by cleaning and inspecting collection systems correctly, as well as tracking for proper legal disposal and/or deposit to energy generators. The program will also protect our grease generators with regulated cleaning performance of the collection structures. Grease generators in Kirkland have received various charges from pumper truck companies that vary from $250 up to $2,000 and higher. We are attempting to standardize the industry which will hopefully help reduce the disparity in charges.

RESOLUTION R-4862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A CITY OF KIRKLAND LEGISLATIVE AGENDA TO BE ADDRESSED TO THE 2011 SESSION OF THE STATE LEGISLATURE.

WHEREAS, Actions of the State Legislature in respect to local government issues, services and funding have a profound impact upon the ability of local governments to provide adequate local services; and

WHEREAS, the Kirkland City Council supports legislation that promotes the City Council's goals and protects the City's ability to provide basic municipal services to its citizens; and

WHEREAS, the City of Kirkland seeks to protect current revenue sources available to the City, provide new revenue options and provide flexibility in the use of existing revenues; and

WHEREAS, the City of Kirkland seeks to support the City's ability to complete the annexation of Finn Hill, Juanita and Kingsgate through continued appropriation of state funds and legislation that facilitates the cost effective transition of services; and

WHEREAS, the Kirkland City Council opposes the imposition of new mandates that draw on City resources and oppose any further shifting of costs or services from the State or County to cities; and

WHEREAS, the Kirkland City Council supports long-term sustainability efforts related to City financial, environmental and transportation goals; and

WHEREAS, the Kirkland City Council believes it is appropriate to set forth its position as to issues affecting local government operations coming before the State Legislature during its 2011 session, including issues which the City Council requests the State Legislature to consider;

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

Section 1. The positions and recommendations, including supporting statements set forth in the "City of Kirkland 2011 Legislative Agenda" attached hereto as Exhibit A and by this reference incorporated herein, is hereby adopted as its recommendation to the 2011 Session of the State Legislature.

Section 2. The City administration shall transmit the 2011 Legislative Agenda, including any subsequent changes or updates to members of the State Legislature representing the legislative districts in which Kirkland is located, together with other members of the State Legislature and to the Association of Washington Cities, the Suburban Cities Association and other ally organizations.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this ____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

CITY OF KIRKLAND
2011 LEGISLATIVE AGENDA

R-4862
Exhibit A

General Principles

Kirkland supports legislation that promotes the City Council's goals and protects the City's ability to provide basic municipal services to its citizens.

- Protect current revenue sources available to the City, provide new revenue options and provide flexibility in the use of existing revenues
- Support the City's ability to complete the annexation of Finn Hill, Juanita and Kingsgate through continued appropriation of state funds and legislation that facilitates the cost effective transition of services.
- Oppose the imposition of new mandates that draw on City resources and oppose any further shifting of costs or services from the State or County to cities.
- Support long-term sustainability efforts related to City financial, environmental and transportation goals

City of Kirkland 2011 Legislative Priorities

1. Kirkland supports legislation that secures financial assistance for the construction of the Public Safety Building required to consolidate public safety services and adequately serve the City after annexation.
2. Kirkland supports legislation that allows flexibility in the use of Real Estate Excise Tax revenue for infrastructure and parks maintenance.
3. Kirkland supports legislation that provides financial relief for annexation census requirements through the ability to use alternate enumeration methods such as the federal census.
4. Kirkland supports legislation for roadway pricing tools that provides funding for high priority transportation routes, promotes multi-modal transportation modes and mitigates collateral impacts on Kirkland's arterials.
5. Kirkland supports preservation of all options for future use of the BNSF corridor and state financial assistance to implement multiple uses including recreation and transportation.
6. Kirkland supports legislation that provides cities with new and improved financing tools to support public/private partnerships including flexibility in the use of existing tax sources to support new development and to facilitate small business growth through the use of microloans.
7. Kirkland supports legislation that streamlines the SEPA process and eliminates duplicate and overlapping requirements of growth management and SEPA.

8. Kirkland supports legislation that supports the principles of growth management by assigning funding priority for infrastructure in communities with designated urban centers.

9. Kirkland supports legislation amending RCW 82.02.060 to eliminate cities' obligation to pay impact fees from qualifying public funds when exempting low-income housing from impact fee requirements.

10. Kirkland supports legislation to allow cities the same fire benefit charge authority that fire districts receive under RCW 52.18.010.

2011 Legislative Support

Kirkland supports selected items of the 2011 legislative agendas for the following organizations:

Association of Washington Cities

- Provide flexibility within current revenue and regulatory frameworks to respond to these challenging times
    - City fiscal flexibility package, such as greater flexibility in the expenditure of locally collected real estate excise tax (REET).
    - Fund, Flex, Repeal, Amend, Pause (FFRAP), such as delaying adoption of new storm water regulations until the existing ones are successfully implemented and funded.

- Enact new tools to help cities recover, thrive and be efficient
    - Pro-active public record proposals that address some of the problems that come with the burgeoning public records requests.
    - Options for creating sustainable personnel related costs.
    - Additional tools for combating gang activity including funding for gang intervention and prevention activities.
    - Street maintenance utility authority.

- Maintain essential state revenues and authorities for cities
    - Ensure continued appropriation of committed state shared funds and preserve existing local revenue authorities.
    - Preserve infrastructure funding such as the Public Works Trust Fund and storm water funding.
    - Retain current authorities – neither add new requirements or take any away.

Cascade Water Alliance

- Clarify and improve the tools available to voluntarily provide utility services on a joint basis.

CITY OF KIRKLAND
2011 LEGISLATIVE AGENDA

Eastside Human Services Forum

- Maintain the current investment in home visiting funding and advocate for evidence-based home visiting programs such as Healthy Start by the federal government.
- Maintain current funding for Washington Information Network (2-1-1) and improve quality and accessibility of services.

Environmental Priorities Coalition

- Budget Solutions for our Environment – Develop a proactive approach that will improve the economy while maintaining environmental protections.
- 2011 Clean Water Act/Working for Clean Water -- Fund job-creating projects across the state by building water infrastructure that will clean up our water ways.

Washington Fire Chiefs Association

- Require simple majority elections (50% +1) for Emergency Medical Services levies and Benefit Charge elections.
- Provide funding for CBRNE/Funded Regional Hazardous Materials Teams.
- Mandate radio repeaters for use by emergency responders inside buildings larger than 10,000 square feet.
- Exempt major fire department capital equipment purchases from State sales tax or allow for some form of a rebate.

Washington Association of Sheriffs and Police Chiefs

- Burglar Alarm Program information protection – Amend RCW 42.56 to protect law enforcement false alarm program information from public disclosure that would compromise the security of properties.
- Require that red light cameras comport with federal standards and that fines are equalized.
- Increase penalties for vehicle prowl.

Washington Bicycle Alliance

- Safe Routes to School – Protect existing funding and find ways to improve the program to better meet the demand created by schools.

Washington Recreation and Parks Association

- Real Estate Excise Tax -- Provide local-option legislation allowing cities and counties to use up to 25 percent of the revenue from the two local 1/4-percent Real Estate Excise Tax (REET) collections to be used for maintenance and operations of parks and recreational facilities

- Washington Wildlife Recreation Program (WWRP) – Support the request by the Recreation and Conservation Funding Board, the Washington Wildlife and Recreation Council (WWRC), WRPA, and others to preserve a $100 million 2011 Capital Budget funding level for the Washington Wildlife and Recreation Program (WWRP) Grant program.

Washington Low Income Housing Alliance

- Maintain the State's investment in Housing Trust Fund.

Washington Chapter of the American Planning Association

- Create a funding mechanism for Planned Action EIS -- Amend RCW 82.02.020 to allow jurisdictions to impose a fee or charge on development for preparation of a Planned Action EIS.

WRIA 8

- Funding – Support legislation to establish a sustainable funding mechanism to implement the Puget Sound Partnership agenda including funding for projects, programs, permitting and monitoring related to storm water pollution in Puget Sound and throughout Washington State.

- Authorize legislation for creation of multipurpose Watershed Districts.

Additional Legislation to Support

- Support modification of the Washington State Department of Licensing's (DOL) implementation of the Commercial Driver's License process.

- Support legislation providing for the safe collection and disposal of unwanted drugs from residential sources through a producer provided and funded product stewardship program.

- Support an amendment to RCW 46.68.090 that would allocate gas tax revenues between counties and cities based on a per capita allocation rather than the current fixed percentages.

- Support legislation that would allow cities access to the State Department of Labor and Industries data as a means of verifying local business tax payments.

CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT MEMORANDUM

To: Kurt Triplett, City Manager

From: Jon Regala, Senior Planner
Joan Lieberman-Brill, AICP, Senior Planner
Eric Shields, AICP, Planning Director

Date: December 20, 2010

Subject: MISCELLANEOUS ZONING/MUNICIPAL CODE AMENDMENTS PHASE II
COUNCIL ACTION
FILE ZON10-00013

RECOMMENDATION

City Council adopt the attached Ordinance amending the Kirkland Zoning Code (KZC).

Prior to adoption staff recommends that the Council consider the following options regarding the allowance of retail uses above the ground floor in the RH 8 zoning district:

- Make no change to the existing prohibition of retail uses above the ground floor. This is the option included in the attached ordinance; or
- Amend the ordinance to allow limited personal services uses above the ground floor by adopting the revisions shown in Exhibit 1;or
- Amend the ordinance to eliminate the special regulation prohibiting retail uses above the ground floor by adopting the revisions shown in Exhibit 2; or
- Adopt the ordinance as is but remand this issue to the Planning Commission with direction for preparing an alternative amendment.

STUDY SESSION

The City Council held a study session on the proposed amendments on December 7, 2010. The amendments are selected from an on-going list of issues, code interpretations, requests from the public, requests from City Council, and needs identified by staff. The staff memo for the study session contains the Planning Commission's recommendation and the proposed changes. All of this information can be found online at this link:

http://www.ci.kirkland.wa.us/Assets/City+Council/Council+Packets/120710/3a_StudySession.pdf

The December 7th study session can also be viewed online at this link:

http://kirkland.granicus.com/MediaPlayer.php?view_id=13&clip_id=1963

At the study session, the Council's discussion focused primarily on amendments which generated the most public interest and discussion during the code amendment process:

- Fence height along arterials
- Public comment process for parking modification requests
- Clarifying that window signs are not regulated
- New multi-family parking standard in the CBD
- Retail uses above the ground floor in the RH 8 Zone

Concerning the RH 8 issue, the Planning Commission recommended no change to the existing prohibition of retail uses above the ground floor in the RH 8 zone. At the study session, the Council asked for options that would broaden the range of upper story uses. In response, staff suggests the following two options for Council consideration. Either option may be adopted to be included as part of the attached ordinance:

- The first option only allows limited personal service uses above the ground floor. This amendment was presented to the Planning Commission at its public hearing on November 4, 2010 (See Exhibit 1).
- The second option would allow a full range of retail uses above the ground floor by deleting the existing special regulation that prohibits such uses (see Exhibit 2).

EXHIBITS

1. RH 8 Amendment – allow personal service uses above ground floor
2. RH 8 Amendment – allow all retail uses above ground floor

Ordinance Amending Various KZC and KMC Sections
Publication Summary Ordinance

CC: Planning Commission
HCC
Kirkland Chamber of Commerce
File: ZON10-00013

Zone RH 8

USE ZONE CHART

Section 53.84	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115): Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.040	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods or providing services, including banking and related financial services. (continued)											REGULATIONS CONTINUED FROM PREVIOUS PAGE 2. This use may not be located above the ground floor of a structure. 3. Gross floor area for each individual use may not exceed 4,000 sq. ft. 4. A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than 10 percent of the gross floor area of the use; and b. It can be demonstrated to the City that the floor plan is designed to preclude the seating area from being expanded.
.050	Stacked Dwelling Units See Spec. Reg. 1.	D.R., Chapter 142 KZC.	None	10′ adjacent to NE 85th St., otherwise 20′.	0′	15′	70%	30′ above average building elevation. See Gen. Regs. 2 and 3.	A	A	1.7 per unit.	1. This use may re. 2. Chapter 115 K pations and other accesso n this use.
.060	Assisted Living Facility, Convalescent Center or Nursing Home See Spec. Reg. 1.										Independent unit: 1.7 per unit. Assisted living facility: 1 per unit. Convalescent Center or Nursing Home: 1 per each bed.	1. This use may re. 2. Chapter 115 K pations and other accesso n this use.
.070	Church										1 per every 4 people based on maximum occupancy load of any area of worship. See Spec. Reg. 1.	1. No parking is use.

except for personal service establishments that provide services involving the care of a person, or of a person's apparel, such as, laundry and dry cleaning services, beauty shops, barber shops, shoe repair shops and tailors may be located above the ground floor; provided that the use of exterior areas adjoining residential uses is prohibited.

EXHIBIT 1
ZON10-00013

Zone RH 8

USE ZONE CHART

Section 53.84	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115): Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.040	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods or providing services, including banking and related financial services. (continued)											REGULATIONS CONTINUED FROM PREVIOUS PAGE 2. This use may not be located above the ground floor of a structure. 3. Gross floor area for each individual use may not exceed 4,000 sq. ft. 4. A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than 10 percent of the gross floor area of the use; and b. It can be demonstrated to the City that the floor plan is designed to preclude the seating area from being expanded.
.050	Stacked Dwelling Units See Spec. Reg. 1.	D.R., Chapter 142 KZC.	None	10′ adjacent to NE 85th St., otherwise 20′.	0′	15′	70%	30′ above average building elevation. See Gen. Regs. 2 and 3.	A	A	1.7 per unit.	1. This use may 2. Chapter 115 K other accesso re. pations and n this use.
.060	Assisted Living Facility, Convalescent Center or Nursing Home See Spec. Reg. 1.										Independent unit: 1.7 per unit. Assisted living facility: 1 per unit. Convalescent Center or Nursing Home: 1 per each bed.	1. This use may 2. Chapter 115 K other accesso re. pations and n this use.
.070	Church										1 per every 4 people based on maximum occupancy load of any area of worship. See Spec. Reg. 1.	1. No parking is use.

except for personal service establishments that provide services involving the care of a person, or of a person's apparel, such as, laundry and dry cleaning services, beauty shops, barber shops, shoe repair shops and tailors may be located above the ground floor; provided that the use of exterior areas adjoining residential uses is prohibited.

EXHIBIT 1
ZON10-00013

Zone RH 8

USE ZONE CHART

Section 53.84	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115): Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.040	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods or providing services, including banking and related financial services. (continued)											REGULATIONS CONTINUED FROM PREVIOUS PAGE ~~2. This use may not be located above the ground floor of a structure.~~ 2. 3. Gross floor area for each individual use may not exceed 4,000 sq. ft. 3. ~~4.~~ A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than 10 percent of the gross floor area of the use; and b. It can be demonstrated to the City that the floor plan is designed to preclude the seating area from being expanded.
.050	Stacked Dwelling Units See Spec. Reg. 1.	D.R., Chapter 142 KZC.	None	10′ adjacent to NE 85th St., otherwise 20′.	0′	15′	70%	30′ above average building elevation. See Gen. Regs. 2 and 3.	A	A	1.7 per unit.	1. This use may not be located on the ground floor of a structure. 2. Chapter 115 KZC contains regulations regarding home occupations and other accessory uses, facilities and activities associated with this use.
.060	Assisted Living Facility, Convalescent Center or Nursing Home See Spec. Reg. 1.										Independent unit: 1.7 per unit. Assisted living facility: 1 per unit. Convalescent Center or Nursing Home: 1 per each bed.	1. This use may not be located on the ground floor of a structure. 2. Chapter 115 KZC contains regulations regarding home occupations and other accessory uses, facilities and activities associated with this use.
.070	Church										1 per every 4 people based on maximum occupancy load of any area of worship. See Spec. Reg. 1.	1. No parking is required for day-care or school ancillary to the use.

EXHIBIT 2
ZON10-00013

ORDINANCE NO. 4286

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ZONING, PLANNING, AND LAND USE AND AMENDING PORTIONS OF THE FOLLOWING CHAPTERS OF ORDINANCE 3719 AS AMENDED, THE KIRKLAND ZONING ORDINANCE: CHAPTER 5 – DEFINITIONS, CHAPTER 10 – LEGAL EFFECT/APPLICABILITY, CHAPTER 15 – SINGLE-FAMILY RESIDENTIAL (RS) ZONES, CHAPTER 18 – SINGLE-FAMILY RESIDENTIAL A (RSA) ZONES, CHAPTER 20 – MULTIFAMILY RESIDENTIAL (RM AND RMA) ZONES, CHAPTER 25 – PROFESSIONAL OFFICE RESIDENTIAL (PR) AND PROFESSIONAL OFFICE RESIDENTIAL A (PRA) ZONES, CHAPTER 27 – PROFESSIONAL OFFICE (PO) ZONES, CHAPTER 30 – WATERFRONT DISTRICT (WD) ZONES, CHAPTER 35 – FREEWAY COMMERCIAL (FC) ZONES, CHAPTER 40 – NEIGHBORHOOD BUSINESS (BN) ZONES AND NEIGHBORHOOD BUSINESS A (BNA) ZONES, CHAPTER 45 – COMMUNITY BUSINESS (BC, BC 1 AND BC 2) ZONES, CHAPTER 47 – COMMUNITY BUSINESS X (BCX) ZONES, CHAPTER 48 – LIGHT INDUSTRIAL TECHNOLOGY (LIT) ZONES, CHAPTER 49 – PARK/PUBLIC USE (P) ZONES, CHAPTER 50 – CENTRAL BUSINESS DISTRICT (CBD) ZONES, CHAPTER 51 – MARKET STREET CORRIDOR (MSC) ZONES, CHAPTER 52 – JUANITA BUSINESS DISTRICT (JBD) ZONES, CHAPTER 53 – ROSE HILL BUSINESS DISTRICT (RHBD) ZONES, CHAPTER 54 – NORTH ROSE HILL BUSINESS DISTRICT (NRHBD) ZONES, CHAPTER 55 – TOTEM LAKE (TL) ZONES, CHAPTER 60 – PLANNED AREAS (PLA), CHAPTER 100 – SIGNS, CHAPTER 105 – PARKING AREAS, VEHICLE AND PEDESTRIAN ACCESS, AND RELATED IMPROVEMENTS, CHAPTER 112 – AFFORDABLE HOUSING INCENTIVES – MULTIFAMILY, CHAPTER 115 – MISCELLANEOUS USE DEVELOPMENT AND PERFORMANCE STANDARDS, CHAPTER 117 – PERSONAL WIRELESS SERVICE FACILITIES, CHAPTER 120 – VARIANCES, CHAPTER 150 – PROCESS IIA, CHAPTER 155 – PROCESS III, CHAPTER 170 – CODE ENFORCEMENT, CHAPTER 180 – PLATES; AND AMENDING SECTIONS 22.32.050 AND 22.04.030 OF THE KIRKLAND MUNICIPAL CODE; AND APPROVING A SUMMARY ORDINANCE FOR PUBLICATION , FILE NO. ZON10-00013.

WHEREAS, the City Council has received recommendations from the Kirkland Planning Commission to amend certain sections of the text of the Kirkland Zoning Code, Ordinance 3719 as amended, all as set forth in that certain report and recommendation of the Planning Commission dated November 22, 2010 and bearing Kirkland Department of Planning and Community Development File No. ZON10-00013; and

WHEREAS, prior to making said recommendation, the Kirkland Planning Commission, following notice thereof as required by RCW 35A.63.070, on November 4, 2010, held a public hearing, on the amendment proposals and considered the comments received at said hearing; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA), there has accompanied the legislative proposal and recommendation through the entire consideration process, a SEPA Addendum to Existing Environmental Documents issued by the responsible official pursuant to WAC 197-11-625; and

WHEREAS, in regular public meeting the City Council considered the environmental documents received from the responsible official, together with the report and recommendation of the Planning Commission;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Kirkland as follows:

Section 1. Zoning and Municipal Code text amended: The following specified sections of the text of Ordinance 3719 as amended, the Kirkland Zoning Ordinance, and Kirkland Municipal Code is and they hereby are amended to read as follows:

As set forth in Attachment A (Zoning text changes) and B (Municipal Code text changes) attached to this ordinance and incorporated by reference.

Section 2. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance, including those parts adopted by reference, is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. To the extent the subject matter of this ordinance, pursuant to Ordinance 2001, is subject to the disapproval jurisdiction of the Houghton Community Council, this ordinance shall become effective within the Houghton Community Municipal Corporation only upon approval of the Houghton Community Council or the failure of said Community Council to disapprove this ordinance within 60 days of the date of the passage of this ordinance.

Section 4. Except as provided in Section 3, this ordinance shall be in force and effect on April 1, 2011 after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

Section 5. A complete copy of this ordinance shall be certified by the City Clerk, who shall then forward the certified copy to the King County Department of Assessments.

PASSED by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

SIGNED IN AUTHENTICATION thereof this _____ day of _____, 2011.

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

ATTACHMENT A
KIRKLAND ZONING CODE CHANGES
FILE NO. ZON10-00013
2010 MISCELLANEOUS CODE AMENDMENTS PHASE II
* - Not subject to Houghton Community Council review

How to read this document:

- The first several amendments affect various code sections. The remaining amendments are listed in code section order.
- Italicized text reflects existing code language
- Italicized text that is covered by a strike-through (~~*abc*~~) is existing text currently contained in the Zoning Code that is to be deleted.
- Italicized text that is underlined (*abc*), with the exception of section headings, is new text that is to be added.

A. Various Code Sections - Clarify how horizontal façade is measured by using the defined term "maximum horizontal façade" as applicable.

If any portion of a structure is adjoining a low density zone, then either:

a. The height of that portion of the structure shall not exceed 15 feet above average building elevation, or

b. The Maximum Horizontal Façade ~~horizontal length of any facade of that portion of the structure which is parallel to the boundary of the low density zone~~ shall not exceed 50 feet in width.

Affected Kirkland Zoning Code (KZC) sections are:

KZC 20.08.3.b	KZC 55.65.2.b
KZC 25.08.3.b	KZC 55.73.2.b
KZC 27.08.2.b	KZC 55.97.3.b
KZC 30.25.050 Spec. Reg. 1.b	KZC 60.12.040 - .060 Spec. Reg. 2.b
KZC 35.27.2.b	KZC 60.12.070 Spec. Reg. 1.b
KZC 40.08.2.b	KZC 60.27.080 Spec. Reg. 1.b
KZC 45.08.2.b	KZC 60.87.130 Spec. Reg. 3.b
KZC 47.08.2.b	KZC 60.55.3.b
KZC 48.10.2.b	KZC 60.60.3.b
KZC 49.10.2.b	KZC 60.70.3.b
KZC 51.08.3.b	KZC 60.80.3.b
KZC 51.18.2.b	KZC 60.90.3.b
KZC 51.30.2.b	KZC 60.95.3.b
KZC 53.52.2.b	KZC 60.100.3.b
KZC 53.57.2.b	KZC 60.110.3.b
KZC 53.82.2.b	KZC 60.130.3.b
KZC 54.08.2.b	KZC 60.174.3.b
KZC 54.16.2.b	KZC 60.185.3.a.2.b
KZC 54.20.2.b	KZC 60.190.3.b

A similar change is shown below for code sections with slightly different language:

If any portion of a structure is adjoining a low density use within PLA 5A, then either:

a. *The height of that portion of the structure shall not exceed 15 feet above average building elevation, or*

b. *The Maximum Horizontal Façade ~~horizontal length of any facade of that portion of the structure which is~~ within 100 feet of the lot containing a low density use within PLA 5A shall not exceed 75 feet.*

The affected KZC sections are:

KZC 60.30.3.b KZC 60.35.3.b KZC 60.40.3.b	KZC 60.45.3.b KZC 60.50.3.b

B. Various Code Sections - Affordable Housing – Clarify Requirement for all housing types in Multi-Family and Commercial Zones & Revise Minimum Lot Size Provision

Developments creating four or more new ~~detached, attached or stacked~~ dwelling units shall provide at least 10 percent of the units as affordable housing units as defined in Chapter 5 KZC. Two additional units may be constructed for each affordable housing unit provided. In such cases, the minimum lot size listed in the Use Regulations shall be used to establish the base number of units allowed on the site, but shall not limit the size of individual lots. See Chapter 112 KZC for additional affordable housing incentives and requirements.

This change will be made to KZC General Regulation #2 of the following sections:

Section	Zone
20.08	RM 1.8, 2.4, 3.6, 5.0
25.08	PR 1.8, 2.4, 3.6, 5.0
30.10	WD I
30.30	WD III
60.15	PLA 2
60.20	PLA 3A
60.25	PLA 3B
60.30	PLA 5A
60.35	PLA 5B
60.40	PLA 5C
60.45	PLA 5D
60.50	PLA 5E
60.55	PLA 6A
60.60	PLA 6B
60.70	PLA 6D
60.80	PLA 6F
60.90	PLA 6H
60.95	PLA 6I
60.100	PLA 6J

60.105	PLA 6K
60.110	PLA 7A, 7B, 7C
60.130	PLA 9
60.170	PLA 15A
60.175	PLA 15B
60.185	PLA 17
60.190	PLA 17A
52.20	JBD 3
52.25	JBD 4
52.30	JBD 5
52.39	JBD 6
51.08	MSC 1, MSC 4
54.34	NRH 5
54.40	NRH 6
55.97	TL 11
53.22	RH 2C
53.42	RH 4

C. Various Code Sections - Make Outdoor Vehicle/Boat Sales, Service/Repair Buffer Standards Consistent between zones

BC, BC1, BC2 – KZC 45.10.020.1: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in KZC 95.45 ~~Chapter 105 KZC~~. See KZC 115.105, Outdoor Use, Activity and Storage, for further regulations.*

BCX – KZC 47.10.020.4: *Storage of used parts and tires must be conducted entirely within an enclosed structure. Outdoor vehicle parking or storage areas must be buffered as required for a parking area in KZC 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.*

LIT – KZC 48.15.190.1: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in KZC ~~95.40 through~~ 95.45~~, landscaping regulations~~. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.*

JBD 1 – KZC 52.12.020.4: *Storage of used parts and tires must be conducted entirely within an enclosed structure. Outdoor vehicle parking or storage areas must be buffered as required for a parking area in KZC 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations. ~~also the section in Chapter 115 entitled "Outdoor Use, Activity and Storage" for additional regulations.~~*

JBD 1 - KZC 52.12.030.3: *Outdoor boat parking and storage areas must be buffered as required for a parking area ~~per design regulations,~~ in KZC 95.45. See ~~also~~ KZC 115.105, Outdoor Use, Activity and Storage, for ~~further~~ additional regulations.*

JBD 2 – KZC 52.17.020.4: *Storage of used parts and tires must be conducted entirely within an enclosed structure. Outdoor vehicle parking or storage areas must be buffered as required for a parking area in KZC 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations. ~~also the section in Chapter 115 entitled "Outdoor Use, Activity and Storage" for additional regulations.~~*

JBD 2 – KZC 52.17.030.3: *Outdoor boat parking and storage areas must be buffered as required for a parking area ~~per design regulations,~~ in KZC 95.45. See ~~also~~ KZC 115.105, Outdoor Use, Activity and Storage, for ~~further~~ additional regulations.*

JBD 4 – KZC 52.27.010.3: *Outdoor boat parking and storage areas must be buffered as required for a parking area ~~per design regulations,~~ in KZC 95.45. See ~~also~~ KZC 115.105, Outdoor Use, Activity and Storage, for ~~further~~ additional regulations.*

JBD 5 – KZC 52.32.010.3: *Outdoor boat parking and storage areas must be buffered as required for a parking area ~~per design regulations,~~ in KZC 95.45. See ~~also~~ KZC 115.105, Outdoor Use, Activity and Storage, for ~~further~~ additional regulations.*

RH 1A – KZC 53.06.020.3: *Outdoor vehicle parking or storage must be buffered as required for a parking area in~~See~~ KZC ~~95.40 through~~ 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.~~, required landscaping, for further regulations.~~*

RH 2A, 2B, 2C – KZC 53.24.020.3: *Outdoor vehicle parking or storage must be buffered as required for a parking area in~~See~~ KZC ~~95.40 through~~ 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.~~, required landscaping, for further regulations.~~*

RH 3 – KZC 53.34.030.3: *Outdoor vehicle parking or storage must be buffered as required for a parking area in~~See~~ KZC ~~95.40 through~~ 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.~~, required landscaping, for further regulations.~~*

RH 5A, 5B – KZC 53.54.020.6: *Outdoor vehicle parking or storage must be buffered as required for a parking area in~~See~~ KZC ~~95.40 through~~ 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.~~, required landscaping, for further regulations.~~*

NRH 1A – KZC 54.06.070.5: Storage of used parts and tires must be conducted entirely within an enclosed structure. *Outdoor vehicle parking or storage areas must be buffered as required for a parking area in KZC 95.45.* See ~~also~~ KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.

NRH 1B – KZC 54.12.050.5: Storage of used parts and tires must be conducted entirely within an enclosed structure. *Outdoor vehicle parking or storage areas must be buffered as required for a parking area in KZC 95.45.* See ~~also~~ KZC 115.105, Outdoor Use, Activity and Storage, for additional regulations.

NRH 4 – KZC 54.30.020.2: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~Chapter 105~~ KZC 95.45. See KZC 115.105, Outdoor Use Activity and Storage, for ~~further~~ additional regulations.*

TL 4A, 4B, 4C – KZC 55.33.030.1: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~Chapter 105~~ KZC 95.45. See KZC 115.105, Outdoor Use Activity and Storage, for ~~further~~ additional regulations.*

TL 5 – KZC 55.39.030: *2. Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in KZC 95.45. See KZC 115.105, Outdoor Use Activity and Storage, for additional regulations.*

TL 6A, 6B – KZC 55.45.020.2: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~Chapter 105~~ KZC 95.45. See KZC 115.105, Outdoor Use Activity and Storage, for ~~further~~ additional regulations.*

TL 7 – KZC 55.51.180.1: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~Chapter 105~~ KZC 95.45. See KZC 115.105, Outdoor Use Activity and Storage, for ~~further~~ additional regulations.*

TL 9A – KZC 55.61.180.1: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in KZC ~~95.40 through~~ 95.45. See KZC 115.105, Outdoor Use Activity and Storage, for additional ~~, landscaping~~ regulations.*

TL 10C – KZC 55.81.130.2: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~Chapter 105~~ KZC 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for ~~further~~additional regulations.*

TL 10E – KZC 55.93.110: *Landscape Category ~~E~~A*

KZC 55.93.110.1: *Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~Chapter 105~~ KZC 95.45. See KZC 115.105, Outdoor Use, Activity and Storage, for ~~further~~additional regulations.*

D. KZC 5.10 - Window Signs

Add a definition for a window sign:

KZC 5.10.992: *Window Sign – A sign located inside a window and visible from the exterior of a building.*

E. KZC 10.45 - Annexation vesting

These changes fixes what was unintentionally broad vesting language in paragraph 4 by being more specific about the Council's intent.

KZC 10.45 Annexed Property

3. *Short plats and subdivisions that have been approved by King County but not recorded prior to annexation shall be recorded within the time period provided for under King County subdivision regulations in effect at the time of the approval of the short plat or subdivision. Notwithstanding the foregoing, initial development of ~~the~~ dwelling units on individual lots in the short plat or subdivision shall be governed by the King County zoning regulations in effect at the time of annexation for a period of five years after the date of annexation unless the City finds that a change in conditions creates a serious threat to the public health or safety. After five years, the current zoning regulations shall apply.*

4. *Initial development of dwelling units on ~~I~~individual lots in short plats and subdivisions that have been approved and recorded by King County ~~and recorded prior~~ subsequent to June 1, 2006 ~~annexation~~ shall be governed by the King County zoning regulations in effect at the time of annexation for a period of five years after the date of annexation unless the City finds that a change in conditions creates a serious threat to the public health or safety. After five years, the current zoning regulations shall apply.*

F. KZC 15.10 - Change to RS Zoning in regards to Schools

15.10.030.2.c - May locate on the subject property only if:

a. *It will not be materially detrimental to the character of the neighborhood in which it is located.*
b. *Site and building design minimizes adverse impacts on surrounding residential neighborhoods.*
c. *The property is served by a collector or arterial street (does not apply to existing school sites).*

G. KZC 18.10.030 - Change to RSA Zoning in regards to Schools

18.10.030.1.c - *May locate on the subject property only if:*

a. *It will not be materially detrimental to the character of the neighborhood in which it is located; or*
b. *Site and building design minimizes adverse impacts on surrounding residential neighborhoods.*

c. *The property is served by a collector or arterial street (does not apply to existing school sites).*

H. KZC 18.10.080 - Electronic Readerboard Signs for Fire Stations in the Annexation Area *

Existing regulations for electronic readerboard signs for fire stations are being extended into the annexation area. The following language is being added to KZC Section 18.10.080(4) (RSA zone).

One pedestal sign with a readerboard having electronic programming is allowed at a fire station only if:

a. It is a pedestal sign (see Plate 12) having a maximum of 40 square feet of sign area per sign face;

b. The electronic readerboard is no more than 50 percent of the sign area;

c. Moving graphics and text or video are not part of the sign;

d. The electronic readerboard does not change text and/or images at a rate less than one every seven seconds and shall be readily legible given the text size and the speed limit of the adjacent right-of-way;

e. The electronic readerboard displays messages regarding public service announcements or City events only;

f. The intensity of the display shall not produce glare that extends to adjacent properties and the signs shall be equipped with a device which automatically dims the intensity of the lights during hours of darkness;

g. The electronic readerboard is turned off between 10:00 p.m. and 6:00 a.m. except during emergencies;

h. It is located to have the least impact on surrounding residential properties.

If it is determined that the electronic readerboard constitutes a traffic hazard for any reason, the Planning Director may impose additional conditions.

I. KZC 40.10.170 - Electronic Readerboard Signs for Fire Stations in the Annexation Area *

Existing regulations for electronic readerboard signs for fire stations are being extended into the annexation area. The following language is being added to KZC Section 40.10.170(2) (BNA zone).

One pedestal sign with a readerboard having electronic programming is allowed at a fire station only if:

a. It is a pedestal sign (see Plate 12) having a maximum of 40 square feet of sign area per sign face;

b. The electronic readerboard is no more than 50 percent of the sign area;

c. Moving graphics and text or video are not part of the sign;

d. The electronic readerboard does not change text and/or images at a rate less than one every seven seconds and shall be readily legible given the text size and the speed limit of the adjacent right-of-way;

e. The electronic readerboard displays messages regarding public service announcements or City events only;

f. The intensity of the display shall not produce glare that extends to adjacent properties and the signs shall be equipped with a device which automatically dims the intensity of the lights during hours of darkness;

g. The electronic readerboard is turned off between 10:00 p.m. and 6:00 a.m. except during emergencies;

h. It is located to have the least impact on surrounding residential properties.

If it is determined that the electronic readerboard constitutes a traffic hazard for any reason, the Planning Director may impose additional conditions.

J. KZC 45.08 - Affordable Housing. Also Require in BC 1 and BC 2

BC1 and BC 2:

KZC 45.08.4 – *In BC 1 and BC 2 zones, developments creating four or more new dwelling units shall provide at least 10 percent of the units as affordable housing units as defined in Chapter 5 KZC. Two additional units may be constructed for each affordable housing unit provided. See Chapter 112 KZC for additional affordable housing incentives and requirements.*

~~4~~5. *No Change to Text*

~~5~~6. *No Change to Text*

~~6~~7. *No Change to Text*

K. KZC 50.10.3 - CBD 1A & 1B KZC Chapter 50. Ground Floor Retail Requirements *

Codifies Interpretation 09-1 and allows back *Parks*, *Government*, and *Community Facility* uses as a street front use.

KZC 50.10.3 *The street level floor of all buildings shall be limited to one or more of the following uses: Retail; Restaurant or Tavern; Banking and Related Financial Services; ~~and~~ Entertainment, Cultural and/or Recreational Facility, Parks, Government Facility, or Community Facility ~~use~~. The required uses shall have a minimum depth of 20 feet and an average depth of at least 30 feet (as measured from the face of the building on the abutting right-of-way, not including alleys and similar service access streets). Buildings proposed and built after April 1, 2009, and buildings that existed prior to April 1, 2009, which are at least 10 feet below the maximum height of structure, shall have a minimum depth of 10 feet and an average depth of at least 20 feet containing the required uses listed above.*

L. KZC 50.34, 50.35, and Plate 34H - CBD 5 *

Specify height in feet. Delete references to comp plan. Revise's Plate 34h to add a pedestrian connection identified in the Downtown Master Plan. See chart and revised Plate 34h on the following pages.

50.33 User Guide.

The charts in KZC 50.35 contain the basic zoning regulations that apply in the CBD 5 zones of the City. Use these charts by reading down the left hand column entitled Use. Once you locate the use in which you are interested, read across to find the regulations that apply to that use.

Section 50.34

Zone CBD-5

Section 50.34 – GENERAL REGULATIONS
The following regulations apply to all uses in this zone unless otherwise noted:

1. Refer to Chapter 1 KZC to determine what other provisions of this code may apply to the subject property.

2. No portion of a structure above the elevation of Kirkland Way as measured at the midpoint of the frontage of the subject property on Kirkland Way may exceed the following:
   a. Within 20 feet of Kirkland Way, 2 stories;
   b. Within 40 feet of Kirkland Way, 4 stories;
   c. Within 50 feet of Kirkland Way, 5 stories.

~~3. Buildings exceeding two stories above average building elevation shall demonstrate compliance with the design regulations of Chapter 92 KZC and the provisions of the Downtown Plan Chapter of the Comprehensive Plan. The City will use Design Review (D.R.) to determine compliance.~~

3. ~~4.~~ The minimum required yard abutting Peter Kirk Park is 10 feet. The required front yard is 0 feet for those portions of buildings with continuous retail or restaurant uses at street level. Kirkland Way shall be considered a pedestrian-oriented street if the front yard is less than 20 feet.

4. ~~5.~~ No portion of a structure within 100 feet of Peter Kirk Park shall exceed three stories above average building elevation.

5. ~~6.~~ Ground floor porches and similar entry features may encroach into the required front yard, provided the total horizontal dimensions of such elements may not exceed 25 percent of the length of the facade of the structure (does not apply to Public Park uses).

~~7. The entire zone must be physically integrated both in site and building design. Also, site design must include installation of pedestrian linkages consistent with the major pedestrian routes in the Downtown Plan chapter of the Comprehensive Plan, between public sidewalks and building entrances, and between walkways on the subject property and existing or planned walkways on abutting properties (does not apply to Public Utility, Government Facility or Community Facility and Public Park uses).~~

Zone CBD-5

USE ZONE CHART

67'

Section 50.35	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.010	Restaurant or Tavern	D.R., Chapter 142 KZC.	None	20'	0'	0'	80%	~~3 to 5 stories~~ above average building elevation.	D See Spec. Reg. 1.	E	One per each 125 sq. ft. of gross floor area.	1. Landscape Category B is required if the subject property is adjacent to 6th Street or Kirkland Avenue. 2. For restaurants with drive-in or drive-through facilities: a. One outdoor waste receptacle shall be provided for every eight parking stalls. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served. c. Landscape Category A shall apply if the subject property is adjacent to 6th Street or Kirkland Avenue.
.030	Entertainment, Cultural and/or Cultural Recreational Facility								D See Spec. Reg. 2.		See KZC 50.60 and 105.25.	1. The parking requirements for hotel or motel use do not include parking requirements for ancillary meetings and convention facilities. Additional parking requirements for ancillary uses shall be determined on a case-by-case basis. 2. Landscape Category B is required if the subject property is adjacent to 6th Street or Kirkland Avenue.
.040	Hotel or Motel										One per each room. See Special Reg. 1.	
.050	Any Retail Establishment, other than those specifically listed, limited, or prohibited in the zone, selling goods, or providing services including banking and related financial services								D See Spec. Reg. 4.		One per each 350 sq. ft. of gross floor area.	1. The following uses are not permitted in this zone: a. Vehicle service stations. b. The sale, service and/or rental of motor vehicles, sailboats, motor boats, and recreational trailers; provided, that motorcycle sales, service, or rental is permitted if conducted indoors. 2. Access for drive-through facilities must be approved by the Public Works Department. 3. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if: a. The assembled or manufactured goods are directly related to and dependent upon this use and are available for purchase and removal from the premises. b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other retail uses. 4. Landscape Category B is required if subject property is adjacent to 6th Street or Kirkland Avenue.

Section 50.35 Zone CBD-5 **USE ZONE CHART**

67'

Section 50.35	USE ⇩ / REGULATIONS ⇨	DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
		Required Review Process	MINIMUMS				MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage	Height of Structure				
				Front	Side	Rear						
.060	Private Lodge or Club	D.R., Chapter 142 KZC.	None	20'	0'	0'	80%	~~3 to 5 stories~~ above average building elevation.	D See Spec. Reg. 1.	B	See KZC 105.25.	1. Landscape Category C is required if subject property is adjacent to 6th Street or Kirkland Avenue.
.070	Office Use								D See Spec. Reg. 3.		One per each 350 sq. ft. of gross floor area.	1. Ancillary assembly and manufacture of goods on premises may be permitted as part of an office use if: a. The ancillary assembled or manufactured goods are subordinate to and dependent on this office use; and b. The outward appearance and impacts of this office use with ancillary assembly and manufacturing activities must be no different from other office uses. 2. The following regulations apply to veterinary office only: a. May only treat small animals on the subject property. b. Outside runs and other outside facilities for the animals are not permitted. c. Site must be designed so that noise from this use will not be audible off the subject property. A certification to this effect, signed by an Acoustical Engineer, must be submitted with the D.R. and building permit applications. d. A veterinary office is not permitted if the subject property contains dwelling units. 3. Landscape Category C is required if subject property is adjacent to 6th Street or Kirkland Avenue.
.080	Church								D See Spec. Reg. 2.		One per every four people based on maximum occupancy of any area of worship.	1. No parking is required for daycare or school ancillary to the use. 2. Landscape Category C is required if subject property is adjacent to 6th Street or Kirkland Avenue.

Zone CBD-5

USE ZONE CHART

67'

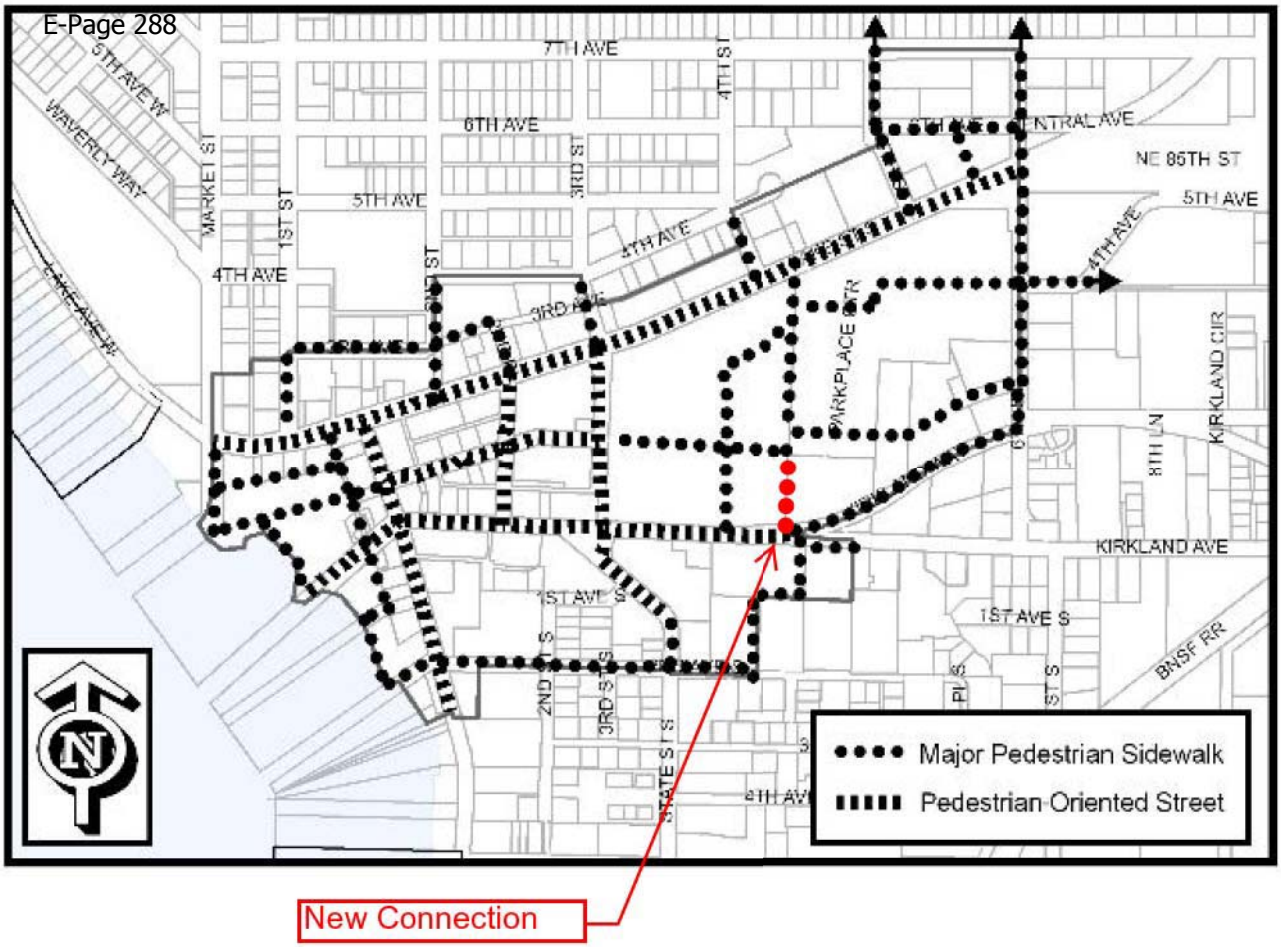
DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 50.35	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.090	School, Day-Care Center, or Mini-School or Day-Care Center	D.R., Chapter 142 KZC.	None	20'	0'	0'	80%	~~3 to 5 stories~~ above average building elevation.	D	B	See KZC 105.25.	1. A six-foot-high fence is required along all property lines adjacent to outside play areas. 2. Structured play areas must be setback from all property lines by at least five feet. 3. Hours of operation may be limited by the City to reduce impacts on nearby residential uses. 4. An on-site passenger loading area may be required depending on the number of attendees and the extent of the abutting right-of-way improvements. 5. These uses are subject to the requirements established by the Department of Social and Health Services (WAC Title 388).
.100	Assisted Living Facility See Spec. Reg. 4.								D See Spec. Reg. 3.	A	1.7 per independent unit. 1 per assisted living unit.	1. A facility that provides both independent dwelling units and assisted living units shall be processed as an assisted living facility. 2. A nursing home use may be permitted as part of an assisted living facility use in order to provide a continuum of care for residents. If a nursing home use is included, the following parking standard shall apply to the nursing home portion of the facility: a. One parking stall shall be provided for each bed. 3. Landscape Category C is required if subject property is adjacent to 6th Street or Kirkland Avenue. 4. This use only allowed: a. On properties with frontage on Second Avenue. b. Within 170 feet of Peter Kirk Park provided that the gross floor area of this use does not exceed 12.5% of the total gross floor area for the subject property.
.110	Stacked or Attached Dwelling Units								D See Special Reg. 1.		1.7 per unit.	1. Landscape Category C is required if the subject property to adjacent to 6th Street or Kirkland Avenue. 2. This use only allowed: a. On properties with frontage on Second Avenue. b. Within 170 feet of Peter Kirk Park provided that the gross floor area of this use does not exceed 12.5% of the total gross floor area for the subject property.

Section 50.35 Zone CBD-5 **USE ZONE CHART**

67'

Section 50.35	USE ⇩ / REGULATIONS ⇨	DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
		Required Review Process	MINIMUMS				MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage	Height of Structure				
				Front	Side	Rear						
.120	Public Utility, Government Facility, or Community Facility	D.R., Chapter 142 KZC.	None	20'	0'	0'	80%	~~3 to 5 stories~~ above average building elevation.	D See Special Reg. 1.	B	See KZC 105.25.	1. Landscape Category C is required if the subject property is adjacent to 6th Street or Kirkland Avenue. Landscape Category A or B may be required depending on the type of use on the subject property and the impacts associated with the use on nearby uses. 2. Site design must include installation of pedestrian linkages consistent with the major pedestrian routes in the Downtown Plan chapter of the Comprehensive Plan, between public sidewalks and building entrances, and between walkways on the subject property and existing or planned walkways on abutting properties.
.130	Public Park	Development standards will be determined on a case-by-case basis. See Chapter 49 KZC for required review process.										



KZC CHAPTER 180

PLATE 34H

M. KZC 50.60 - Reduced Multi Family Parking Standards in the CBD *

KZC 50.60.2 (CBD 1, 2, and 8) Number of Spaces

To the extent that subsections (3) and (4) of this section require that uses in the CBD 1, 2, and 8 Zones provide parking, the following establishes the number of spaces required:

a. Residential uses must provide ~~1.7~~ a minimum of one parking ~~spaces~~ stall per ~~for each dwelling unit~~ bedroom or studio unit and an average of at least 1.3 parking stalls for each development. In addition, guest parking shall be provided at a rate of 0.1 stalls per bedroom or studio unit with a minimum of two guest parking stalls provided per development. ~~and o~~One parking space is required for each assisted living unit.

N. KZC 50.27, 50.32, 50.35, 50.42, 50.52 – Reduced Multi-Family Parking Standards in the CBD*

The same regulation in item M above is being added to the following CBD use zone charts as a special regulation (except for sentence regarding assisted living units since it is under a separate use listing) for the stacked or attached dwelling unit use listing: CBD 3, 4, 5, 6, & 7.

Zone CBD-3

USE ZONE CHART

Section 50.27	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS												
.070	Stacked or Attached Dwelling Units See Spec. Reg. 1.	D.R., Chapter 142 KZC.	None	20' See Spec. Reg. 2.	0'	0'	80%	41' above average building elevation.	D	A	~~1.7 per unit.~~	1. This use may be located on the street level floor of a building only if there is a retail space extending a minimum of 30 feet of the building depth between this use and the abutting right-of-way. The Planning Director may approve a reduction to the depth requirement for the retail space if the applicant demonstrates that the proposed configuration of the retail use provides an adequate dimension for a viable retail tenant and provides equivalent or superior visual interest and potential foot traffic as would compliance with the required dimension. This special regulation shall not apply along portions of State Street and Second Avenue South not designated as pedestrian-oriented streets. 2. Ground floor porches and similar entry features may encroach into the required front yard, provided the total horizontal dimensions of such elements may not exceed 25 percent of the length of the facade of the structure.
.080	Detached Dwelling Units	None	3,000 sq. ft.	20'	5'	10'	70%	If adjoining a low density zone, then 25′ above average building elevation. Otherwise, 30′ above average building elevation.	D	A	2.0 per unit.	1. For this use, only one dwelling unit may be on each lot regardless of size. 2. This use may only be located west of State Street. 3. Chapter 115 KZC contains regulations regarding home occupations and other accessory uses, facilities, and activities associated with this use.

See Spec. Reg. 3

3. This use must provide a minimum of one parking stall per bedroom or studio unit and an average of at least 1.3 parking stalls for each development. In addition, guest parking shall be provided at a rate of 0.1 stalls per bedroom or studio unit with a minimum of two guest parking stalls provided per development.

Section 50.32 Zone CBD-4 **USE ZONE CHART**

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 50.32	USE ⇩ REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.050	Private Lodge or Club	D.R., Chapter 142 KZC.	None	10'	0'	0'	100%	54' above average building elevation or existing grade.	D See Spec. Reg. 2.	B	See KZC 105.25.	1. Primary vehicular access to the subject property may not be directly from Second Avenue South between Second Street South and State Street unless no other alternative exists. 2. Landscape Category C is required if subject property is adjacent to Planned Area 6C.
.060	Office Use										350	1. The following regulations apply to veterinary offices only: a. May only treat small animals on the subject property. b. Outside runs and other *outside facilities for the animals are not permitted.* c. Site must be designed so that noise from this use will not be audible off the subject property. A certification to this effect, signed by an Acoustical Engineer, must be submitted with the D.R. and building permit applications. d. A veterinary office is not permitted if the subject property contains dwelling units. 2. Ancillary assembly and manufacture of goods on premises may be permitted as part of an office use if: a. The ancillary assembled or manufactured goods are subordinate to and dependent on this office use; and b. The outward appearance and impacts of this office use with ancillary assembly and manufacturing activities must be no different from other office uses. 3. Primary vehicle access to the subject property may not be directly from Second Avenue South between Second Street South and State Street unless no other alternative exists. 4. Landscape Category C is required if subject property is adjacent to Planned Area 6C.
.070	Church								D See Spec. Reg. 3.	B	One per every 4 people based on maximum occupancy load of any area of worship. See Spec. Reg. 2.	1. Primary vehicular access to the subject property may not be directly from Second Avenue South between Second Street South and State Street unless no other alternative exists. 2. No parking is required for daycare or school ancillary to the use. 3. Landscape Category C is required if subject property is adjacent to Planned Area 6C.
.080	Stacked or Attached Dwelling Units								D See Spec. Reg. 1.	A	~~1.7 per unit.~~	1. Landscape Category C is required if subject property is adjacent to Planned Area 6C.

2. This use must provide a minimum of one parking stall per bedroom or studio unit and an average of at least 1.3 parking stalls for each development. In addition, guest parking shall be provided at a rate of 0.1 stalls per bedroom or studio unit with a minimum of two guest parking stalls provided per development.

See Spec. Reg. 2

Zone CBD-5

USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 50.35	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.090	School, Day-Care Center, or Mini-School or Day-Care Center	D.R., Chapter 142 KZC.	None	20'	0'	0'	80%	3 to 5 stories above average building elevation.	D	B	See KZC 105.25.	1. A six-foot-high fence is required along all property lines adjacent to outside play areas. 2. Structured play areas must be setback from all property lines by at least five feet. 3. Hours of operation may be limited by the City to reduce impacts on nearby residential uses. 4. An on-site passenger loading area may be required depending on the number of attendees and the extent of the abutting right-of-way improvements. 5. These uses are subject to the requirements established by the Department of Social and Health Services (WAC Title 388).
.100	Assisted Living Facility See Spec								D See c. 3.	A	1.7 per independent unit. 1 per assisted living unit.	1. A facility that provides both independent dwelling units and assisted living units shall be processed as an assisted living facility. 2. A nursing home use may be permitted as part of an assisted living facility use in order to provide a continuum of care for residents. If a nursing home use is included, the following parking standard shall apply to the nursing home portion of the facility: ng stall shall be provided for each bed. ategory C is required if subject property is adjacent to 6th Street or Kirkland Avenue. 4. This use only allowed: a. On properties with frontage on Second Avenue. b. Within 170 feet of Peter Kirk Park provided that the gross floor area of this use does not exceed 12.5% of the total gross floor area for the subject property.
.110	Stacked or Attached Dwelling Units								D See Special Reg. 1		~~1.7 per unit.~~	1. Landscape Category C is required if the subject property to adjacent to 6th Street or Kirkland Avenue. 2. This use only allowed: a. On properties with frontage on Second Avenue. b. Within 170 feet of Peter Kirk Park provided that the gross floor area of this use does not exceed 12.5% of the total gross floor area for the subject property.

3. This use must provide a minimum of one parking stall per bedroom or studio unit and an average of at least 1.3 parking stalls for each development. In addition, guest parking shall be provided at a rate of 0.1 stalls per bedroom or studio unit with a minimum of two guest parking stalls provided per development.

See Spec. Reg. 3

Section 50.42 Zone CBD-6 **USE ZONE CHART**

Section 50.42	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	MAXIMUMS: Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.080	Stacked, or Attached Dwelling Units See Spec. Reg. 1.	D.R., Chapter 142 KZC.	None	20'	10'	10'	80%	54' above average building elevation. See also Spec. Reg. 3.	D See Spec. Reg. 4.	A	~~1.7 per unit.~~	1. Along Central Way, this use is only permitted above the ground floor. 2. For any portion of a structure on the subject property within 40 feet of Seventh Avenue or Fifth Street north of Sixth Avenue that does not exceed 30 feet in height above average building elevation, the minimum required side yards are five feet but two side yards must equal at least 15 feet. 3. No portion of a structure on the subject property within 40 feet of Seventh Avenue may exceed 25 feet above the elevation of Seventh Avenue as measured from the midpoint of the frontage of the subject property on Seventh Avenue. No portion of a structure on the subject property within 40 feet of Fifth Street north of Sixth Avenue may exceed 30 feet above the elevation of Fifth Street, as measured at the midpoint of the frontage of the subject property on Fifth Street. 4. Landscape Category C is required if the subject property is located adjacent to the RS 5.0, or Planned Areas 7B or 7C zones. 5. Ground floor porches and similar entry features may encroach into the required front yard, provided the total horizontal dimensions of such elements may not exceed 25 percent of the length of the facade of the structure. 6. Along Seventh Avenue, buildings shall be designed with predominantly sloped roof forms. 7. Within 40 feet of Seventh Avenue, the maximum length of any facade is 50 feet and a minimum 50 percent of this area shall be open space.
				See Spec. Regs. 2 and 5.								

See Spec. Reg. 8

8. This use must provide a minimum of one parking stall per bedroom or studio unit and an average of at least 1.3 parking stalls for each development. In addition, guest parking shall be provided at a rate of 0.1 stalls per bedroom or studio unit with a minimum of two guest parking stalls provided per development.

Section 50.47 Zone CBD-7 **USE ZONE CHART**

Section 50.47	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.110	Assisted Living Facility	D.R., Chapter	None	20'	0'	0'	80%	41' above average grade ding vation.	D	A	1.7 per independent unit. 1 per assisted living unit.	1. A facility that provides both independent dwelling units and assisted living units shall be processed as an assisted living facility. 2. A nursing home use may be permitted as part of an assisted living facility use in order to provide a continuum of care for residents. If a nursing home use is included, the following parking standard shall apply to the nursing home portion of the facilit a. One p or each bed. 3. This use may be located on the street level floor of a building only if there is a retail space extending a minimum of 30 feet of the building depth between this use and the abutting right-of-way. The Planning Director may approve a reduction to the depth requirement for the retail space if the applicant demonstrates that the proposed configuration of the retail use provides an adequate dimension for a viable retail tenant and provides equivalent or superior visual interest and potential foot traffic as would compliance with the required dimension.
.120	Stacked or Attached Dwelling Units See Special Regulation 1.										~~1.7 per unit.~~	1. This use may be located on the street level floor of a building only if there is a retail space extending a minimum of 30 feet of the building depth between this use and the abutting right-of-way. The Planning Director may approve a reduction to the depth requirement for the retail space if the applicant demonstrates that the proposed configuration of the retail use provides an adequate dimension for a viable retail tenant and provides equivalent or superior visual interest and potential foot traffic as would compliance with the required dimension.
.130	Public Utility, Government Facility, or Community Facility								D See Spec. Reg. 1.	B	See KZC 105.25.	1. Landscape Category C is required if the subject property is adjacent to Planned Area 7B. Landscape Category A or B may be required depending on the type of use on the subject property and the impacts associated with the use on nearby uses.
.140	Public Park	Development standards will be determined on a case-by-case basis. See Chapter 49 KZC for required review process.										

2. This use must provide a minimum of one parking stall per bedroom or studio unit and an average of at least 1.3 parking stalls for each development. In addition, guest parking shall be provided at a rate of 0.1 stalls per bedroom or studio unit with a minimum of two guest parking stalls provided per development.

See Spec. Reg. 2

O. KZC 55.31 - Government Facilities in the TL 4B Zone *

KZC Section 55.31.4. - At least 50 percent of the total gross floor area located on the ground floor area of all structures on the subject property must contain retail establishments, restaurants, taverns, hotels or motels except for structures containing a government facility use in the TL 4B zone. These uses shall be oriented to a major pedestrian sidewalk, a through-block pedestrian pathway or an internal pathway (see also Chapter 105 KZC).

P. KZC 60.12.010 - Fix Incorrect References to Landscape Buffers – PLA 1

KZC Section 60.12.010 Special Regulation

d. A 30-foot-wide landscape buffer planted as follows: ~~pursuant to the requirements of KZC 95.25(2)~~

1) Two rows of trees planted eight feet on center along the entire length of the buffer. No more than 50 percent of the required trees may be deciduous. At the time of planting, deciduous trees must be at least two inches in diameter as measured using the standards of the American Association of Nurserymen; and coniferous trees must be at least five feet in height.

2) Shrubs, 18 inches high, planted to attain coverage of at least 60 percent of the buffer area within two years.

3) The buffer shall be provided around the campus perimeter, except along 108th Ave. NE, 114th Ave. NE, I-405, and between on-campus duplex housing and adjacent single-family sites or I-405. The buffer shall incorporate all existing significant trees and vegetation. Where fencing is proposed, it shall be wood, unless alternative fencing is requested in writing by the adjacent neighbor and agreed to by the applicant.

e. A 15-foot-wide landscape buffer planted pursuant to the requirements of subsection d (1) and (2) above ~~KZC 95.25(2)~~ shall be provided between on-campus duplex housing and adjacent single-family sites. The buffer shall incorporate all existing significant trees and vegetation.

Q. KZC 60.85 - Affordable Housing. Also Require in PLA 6G

PLA 6G:

KZC 60.85.2 *- Developments creating four or more new dwelling units shall provide at least 10 percent of the units as affordable housing units as defined in Chapter 5 KZC. Two additional units may be constructed for each affordable housing unit provided. In such cases, the minimum lot size listed in the Use Regulations shall be used to establish the base number of units allowed on the site, but shall not limit the size of individual lots. See Chapter 112 KZC for additional affordable housing incentives and requirements.*

~~2~~3*. No Change to Text*

~~3~~4*. No Change to Text*

~~4~~5*. No Change to Text*

~~5~~6. *No Change to Text*

R. KZC 60.185.4 - Delete Vague Stream/Wetland Regulation in PLA 17 *

The following regulation is being deleted because it is not clear and since KZC Chapter 90 contains the City's stream and wetland regulations.

KZC Section 60.185~~.4~~: ~~During and after construction, substantial setbacks and protective measures should be provided around streams and wetlands (does not apply to Detached Dwelling Unit and Family Day Care Home uses).~~

~~*5*~~*4*. No change to text.

~~*6*~~*5*. No change to text.

S. KZC 100.25 - Window Signs

Clarify that window signs do not require a permit in KZC 100.25.1.b:

b. A permit must be obtained from the Department of Planning and Community Development in order to display any sign for which a permit is not required by subsection (1)(a) of this section, except for real estate on-site (other than for dwelling units), real estate off-site, construction, temporary commercial, integral, private notice, instructional, private advertising, window signs, private traffic direction and off-site directional signs. Change in the temporary message on a reader board or electronic message center is also excluded from this permit requirement.

T. KZC 100.115 - Window Signs

Codifies Interpretation 86-11 which exempts windows signs from KZC Chapter 100 by adding window signs to KZC 100.115.A.

Type of Sign	Maximum Number of Signs	Maximum Sign Area	Permitted Location	Permitted Duration of Display
Window Sign	*No maximum*	*No limitation*	*Subject property*	*No limitation*

U. KZC 105.103 - Public Comment for Parking Modifications

Addition of public notice and comment process for parking modifications.

KZC 105.103.3.c

For a modification to KZC 105.20 and 105.45, a decrease in the required number of spaces may be granted if the number of spaces proposed is documented by an adequate and thorough parking demand and utilization study to be sufficient to fully serve the use…

The Planning Official shall not approve or deny a modification to decrease the number of parking spaces pursuant to subsection (2)(b) of this section without first providing notice of the modification request to the owners and residents of property within 300 feet of the subject property and providing opportunity for comment. The Planning Official shall use mailing labels provided by the applicant, or, at the discretion of the Planning Official, by the City. Said comment period shall not be less than seven calendar days.

V. KZC 112.15.1 - Clarify that Voluntary Affordable Housing is allowed where Affordable Housing is not required.

The proposed changes clarify that affordable housing incentives can be utilized in zones that affordable housing is not required.

KZC 112.15.1 ~~Minimum Requirement~~ Applicability –

a. Minimum Requirement. All developments creating four or more new ~~detached, attached or stacked~~ dwelling units in commercial, high density residential, medium density and office zones shall provide at least 10 percent of the units as affordable housing units and comply with the provisions of this chapter as established in the General Regulations for the Use Zone or the Special Regulations in the Use Zone Chart for the specific use. This subsection is not effective within the disapproval jurisdiction of the Houghton Community Council.

b. Voluntary Use. All other provisions of this chapter are ~~applicable~~ available for use within the disapproval jurisdiction of the Houghton Community Council and in developments where the minimum requirement does not apply.

W. KZC 112.15.4 and 112.15.5 - Clarify Application Rounding Language for Affordable Housing

Combine KZC Sections 112.15.4 and 5 to avoid confusion as to when affordable housing is required.

KZC Section 112.15

4. Rounding and Alternative Compliance – In all zones, the number of affordable housing units required is determined by rounding up to the next whole number of units if the fraction of the whole number is at least 0.66.

~~5. Alternative Compliance –~~ KZC 112.30 establishes methods for alternative compliance, including payment in lieu of construction for portions of required affordable housing units that are less than 0.66 units.

X. KZC 112.25.2 - Clarify Density Bonus for Affordable Housing Units

KZC 112.25.2 Density Bonus – An applicant may propose more than two bonus units for every affordable housing unit or a density bonus exceeding 25 percent of the number of units allowed in the underlying zone of the subject property. However, in no event may a project receive a bonus that would result in a number of bonus units that exceeds 50 percent of the number of units allowed in the underlying zone of the subject property. Such a request shall be reviewed and decided upon by the Planning Director. The decision of the Planning Director in approving or denying a modification under this

subsection may be appealed using the appeal provision, as applicable, of Process I, KZC 145.60 through 145.110.

Y. KZC 115.07 and 115.08 - Clarify Height and Size of Detached Accessory Dwelling Units (ADU's)

The following changes clarify the height and size limitations for ADU's in KZC Sections 115.07 and .08:

KZC 115.07(4) Scale - Detached accessory dwelling units shall not exceed 800 square feet of gross floor area. The gross floor area shall not include area with less than five feet of ceiling height, as measured between the finished floor and the supporting members for the roof. When calculating the square footage of the ADU (see KZC 5.10.340, definition of "gross floor area"), covered exterior elements such as decks and porches will not be included; provided, the total size of all such covered exterior elements does not exceed 200 square feet. See KZC Section 115.08 for additional size and height limitations.

KZC 115.08 Accessory Structure (Detached Dwelling Unit Uses Only) - Structures, to be used as a tool shed, greenhouse, private garage, accessory dwelling unit, barn or similar use are permitted. The total size of all such structures may not exceed the gross floor area of 1,200 square feet plus 10 percent of the lot area that exceeds 7,200 square feet. An accessory structure which contains an accessory dwelling unit must also comply with KZC 115.07 which may further limit its size.

The gross floor area shall not include area with less than five feet of ceiling height, as measured between the finished floor and the supporting members for the roof. The height (roof peak elevation) of an accessory structure may not exceed the maximum height allowed by the underlying zone or 15 feet above the existing height (roof peak elevation) of the primary residence ~~or 25 feet above average building elevation~~, whichever is less. ~~An accessory structure which contains an accessory dwelling unit must also comply with KZC 115.07.~~

Z. KZC 115.40 - Fence Heights

The proposed change requires a setback and landscaping for fences along arterials.

KZC 115.40.1. General

a. Fences not over six feet in height may be anywhere on the subject property except:

1) A fence may not be within 15 feet of any street curb, or the edge of the street pavement, if no curb exists; or

2) If the applicant can show with a survey, or other reasonable means, the location of his/her property line, the fence can be placed on the property line regardless of the distance from a street curb or the edge of the pavement.

3) A fence may not violate the provisions of KZC 115.135.

4) A detached dwelling unit abutting a neighborhood access or collector street may not have a fence over 3.5 feet in height within the required front yard.

On corner lots with two required front yards, this restriction shall apply only within the front yard adjacent to the front facade of the structure.

5) A detached dwelling unit may not have a fence over 3.5 feet in height within 3 feet of the property line abutting a principal or minor arterial except where the abutting arterial contains an improved landscape strip between the street and sidewalk. The area between the fence and property line shall be planted with vegetation and maintained by the property owner.

~~5~~6) No fence may be placed within a high waterline setback yard or within any portion of a north or south property line yard which is coincident with the high waterline setback yard.

AA. KZC 115.95 - Delete Outdated Reference to State Watercraft Noise Standards

Washington Administrative Code 173-70 no longer exists. The proposed amendment deletes the outdated reference.

KZC Section 115.95 Noise Regulations

1. Maximum Environmental Noise Levels

a. State Standard Adopted – The City of Kirkland adopts by reference the maximum environmental noise levels established pursuant to the Noise Control Act of 1974, RCW 70.107. See Chapter 173-60 WAC.

~~b. Watercraft Noise Performance Standards – The City of Kirkland adopts by reference the Watercraft Noise Performance Standards established pursuant to the Noise Control Act of 1974, RCW 70.107. See Chapter 173-70 WAC.~~

~~c. Availability – These regulations are available for inspection and copying in the Planning Department during regular business hours.~~

BB. KZC 117.50 - Review Timing for Co-Location of Wireless Facilities

Codifies FCC declaratory ruling (WT Docket No. 08-165).

117.50 Application Requirements

1. The City shall act within 90 days for co-location of wireless facilities and 150 days for all other wireless facilities applications a reasonable period of time on a which are complete applications submitted pursuant to this chapter, taking into account the nature and scope of the request. Any decision to deny such a request shall be in writing and supported by substantial evidence contained in a written record. When an application is filed for co-location of wireless facilities and the application is to be processed pursuant to Process IIB, the City shall attempt to meet the applicable 90 day processing and decision timeframe. However, in some cases it may not be possible to fully process and decide a Process IIB co-location application within 90 days. In such cases, the City and the applicant shall agree to extend the 90 day processing and decision period, but only to the extent necessary to fully process and decide the application.

CC. KZC 117.65.7 - Wireless Antennas on Water Reservoirs *

KZC Section 117.65.7.g. Antennas, including flush-mounted panel or directional antennas, may be attached to an existing conforming mechanical equipment enclosure or stair or elevator penthouse or similar rooftop appurtenance which projects above the roof of the building, but may not project any higher than the enclosure. Antennas may also be allowed on safety railings located at the roofline of a water reservoir provided that the antennas do not extend above the safety railing.

DD. KZC 117.65.8 - Wireless Facilities KZC Chapter 117 – Historic

KZC 117.65.8. The proposed amendments clarify the review of PWSF at historic locations

~~*Historic or Landmark Locations – No antennas shall be permitted on property designated as a historic resource or community landmark as identified in the Comprehensive Plan, unless such antennas have been approved in accordance with design requirements pertaining to historic structures.*~~

Designated Historic Community Landmarks–

a) Applications for PWSF on buildings, structures, or objects designated in Table CC-1 List A and B located in the Historic Resources section of the Community Character Element in the Comprehensive Plan shall be subject to the provisions of this chapter. The City shall notify the King County Historic Preservation Office in order to provide an opportunity for comments and recommendation on the application. The recommendation will be considered when making a decision on the application.

Applications for PWSF towers on properties designated in Table CC-1 only as historic sites, shall be reviewed subject to the provisions of this chapter and pursuant to the notification and consideration requirements in Subsection 8(a). Other PWSF applications on designated site-only properties are subject to the provisions of this chapter but do not require the notification and consideration requirements in Subsection 8(a).

EE. KZC 120.10 - Correct Code reference for variance process notification

KZC 120.10 Process for Deciding Upon a Proposed Variance

The following subsection is not effective within the disapproval jurisdiction of the Houghton Community Council:

1. The City will use Process IIA, described in Chapter 150 KZC, to review and decide upon an application for a variance except as to property located within an RS, RSA or RSX Zone or for a detached dwelling unit in any zone. For variance applications as to property located within an RS, RSA or RSX Zone or for a detached dwelling unit in any zone, the City will use Process I described in Chapter 145 KZC; provided, however, that while the content of the notice shall be per KZC 145.22(1), the distribution of the notice shall be per KZC 150.~~30~~22(2).

The following subsection is effective only within the disapproval jurisdiction of the Houghton Community Council:

2. The City will use Process IIA, described in Chapter 150 KZC, to review and decide upon an application for a variance except as to property located within an RS, RSA or RSX Zone. For variance applications as to property located within an RS, RSA or RSX Zone, the City will use Process I described in Chapter 145 KZC; provided, however, that while the content of the notice shall be per KZC 145.22(1), the distribution of the notice shall be per KZC 150.~~30~~22(2).

FF. KZC 120.12 - HCC Administrative Variances

Allows administrative variances in HCC jurisdiction.

120.12 Expansion or Modification of an Existing Structure

~~*The following section is not effective within the disapproval jurisdiction of the Houghton Community Council.*~~

If the expansion or modification of an existing structure requires a variance under this chapter, the Planning Director may approve such expansion or modification without requiring the variance process if all of the following criteria are met:

1. The request complies with the criteria in KZC 120.20; and

2. The gross floor area of the structure is expanded by less than five percent; and

3. The Planning Director determines that the change or alteration will not have significantly more or different impact on the surrounding area than does the present development.

GG. Various Code Sections - Hearing Examiner Appeal Notice *

These changes make the appeal hearing notice timing consistent between various Hearing Examiner appeal types and the standard Process I and IIA appeals.

95.55.10.e - The office of the Hearing Examiner shall give notice of the hearing to the appellants at least ~~17~~14 calendar days prior to the hearing.

115.07.11.c - Appeals. An applicant may appeal to the Hearing Examiner the decision of the Planning Official in denying a request to construct an accessory dwelling unit. A written notice of appeal shall be filed with the Planning Department within 14 calendar days of the date the Planning Official's decision was mailed or otherwise delivered to the applicant. The City shall give notice of the hearing to the applicant at least ~~17~~14 calendar days prior to the hearing.

117.95.1 - An applicant may appeal a Planning Official decision to the Hearing Examiner. A written notice of appeal shall be filed with the Planning Department within 14 days of the date the Planning Official's decision was mailed or otherwise delivered to the applicant. The office of the Hearing Examiner shall give notice of the hearing to the applicant at least ~~17~~14 days prior to the hearing.

170.40.5.d(1) - The office of the Hearing Examiner shall give notice of the hearing before the Hearing Examiner to the appellant ~~17~~14 calendar days before such hearing.

HH. KZC 150.85 - Minor text edit*

KZC 150.85 Notice of Consideration of the Appeal

1. *Contents – The Planning Official shall prepare a notice of the appeal containing the following:*

   a. *The file number and a brief ~~verbal~~ written description of the matter being appealed.*

II. KZC 155 - Eliminate Chapter

Process III is no longer an applicable process within the City. The entire chapter is being deleted.

ATTACHMENT B
MUNICIPAL CODE CHANGES

FILE NO. ZON10-00013
2010 MISCELLANEOUS CODE AMENDMENTS PHASE II

* - Not subject to Houghton Community Council review

How to read this document:

- Italicized text reflects existing code language
- Italicized text that is covered by a strike-through (~~*abc*~~) is existing text currently contained in the Zoning Code that is to be deleted.
- Italicized text that is underlined (*abc*), with the exception of section headings, is new text that is to be added.

A. Correct Typographical Error in KMC Section 22.04.30(b)(1)*

KMC Section 22.04.30(b)(1). Eligible Developments. The following types of development are subject to the provisions of this section:

(b)(1) A division for the purpose of lease when ~~nonresidential~~ no residential structures other than mobile homes or travel trailers are permitted to be placed upon the land;…

B. Fixes Incorrect Code Reference in Kirkland Municipal Code (KMC) Section 22.32.050*:

KMC 22.32.050 Undergrounding of transmission lines—Required.

The applicant shall comply with the utility lines and appurtenances requirements of the zoning code, Section 110.60.~~7~~9.

PUBLICATION SUMMARY
OF ORDINANCE NO. 4286

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ZONING, PLANNING, AND LAND USE AND AMENDING PORTIONS OF THE FOLLOWING CHAPTERS OF ORDINANCE 3719 AS AMENDED, THE KIRKLAND ZONING ORDINANCE: CHAPTER 5 – DEFINITIONS, CHAPTER 10 – LEGAL EFFECT/APPLICABILITY, CHAPTER 15 – SINGLE-FAMILY RESIDENTIAL (RS) ZONES, CHAPTER 18 – SINGLE-FAMILY RESIDENTIAL A (RSA) ZONES, CHAPTER 20 – MULTIFAMILY RESIDENTIAL (RM AND RMA) ZONES, CHAPTER 25 – PROFESSIONAL OFFICE RESIDENTIAL (PR) AND PROFESSIONAL OFFICE RESIDENTIAL A (PRA) ZONES, CHAPTER 27 – PROFESSIONAL OFFICE (PO) ZONES, CHAPTER 30 – WATERFRONT DISTRICT (WD) ZONES, CHAPTER 35 – FREEWAY COMMERCIAL (FC) ZONES, CHAPTER 40 – NEIGHBORHOOD BUSINESS (BN) ZONES AND NEIGHBORHOOD BUSINESS A (BNA) ZONES, CHAPTER 45 – COMMUNITY BUSINESS (BC, BC 1 AND BC 2) ZONES, CHAPTER 47 – COMMUNITY BUSINESS X (BCX) ZONES, CHAPTER 48 – LIGHT INDUSTRIAL TECHNOLOGY (LIT) ZONES, CHAPTER 49 – PARK/PUBLIC USE (P) ZONES, CHAPTER 50 – CENTRAL BUSINESS DISTRICT (CBD) ZONES, CHAPTER 51 – MARKET STREET CORRIDOR (MSC) ZONES, CHAPTER 52 – JUANITA BUSINESS DISTRICT (JBD) ZONES, CHAPTER 53 – ROSE HILL BUSINESS DISTRICT (RHBD) ZONES, CHAPTER 54 – NORTH ROSE HILL BUSINESS DISTRICT (NRHBD) ZONES, CHAPTER 55 – TOTEM LAKE (TL) ZONES, CHAPTER 60 – PLANNED AREAS (PLA), CHAPTER 100 – SIGNS, CHAPTER 105 – PARKING AREAS, VEHICLE AND PEDESTRIAN ACCESS, AND RELATED IMPROVEMENTS, CHAPTER 112 – AFFORDABLE HOUSING INCENTIVES – MULTIFAMILY, CHAPTER 115 – MISCELLANEOUS USE DEVELOPMENT AND PERFORMANCE STANDARDS, CHAPTER 117 – PERSONAL WIRELESS SERVICE FACILITIES, CHAPTER 120 – VARIANCES, CHAPTER 150 – PROCESS IIA, CHAPTER 155 – PROCESS III, CHAPTER 170 – CODE ENFORCEMENT, CHAPTER 180 – PLATES; AND AMENDING SECTIONS 22.32.050 AND 22.04.030 OF THE KIRKLAND MUNICIPAL CODE.

SECTION 1. Amends various sections of the Kirkland Zoning Code and the Kirkland Municipal Code, as set forth in more detail in the title of the Ordinance.

SECTION 2. Provides a severability clause for the Ordinance.

SECTION 3. Provides that, to the extent the Ordinance is subject to the disapproval jurisdiction of the Houghton Community Council, it will become effective in the Houghton Community Municipal Corporation upon approval of the Houghton Community Council, or the failure of said Community Council to disapprove the Ordinance within 60 days of the passage of the Ordinance.

SECTION 4. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as April 1, 2011.

SECTION 5. Provides that a certified copy of this Ordinance will be provided to the King County Department of Assessments.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2011.

I certify that the foregoing is a summary of Ordinance _____ approved by the Kirkland City Council for summary publication.

_____
City Clerk

Council Meeting: 01/04/2010
Agenda: Unfinished Business
Item #: 10. c.

CITY OF KIRKLAND
Fire & Building Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: J Kevin Nalder, Director Fire and Building Department
Mark Jung, Lieutenant

Date: December 20, 2010

Subject: EMS Transportation User Fee

RECOMMENDATION:

City Council adopts the attached ordinance that authorizes EMS transport fees, authorizes the City Manager or his designee to establish a procedure to bill and collect fees, and directs the City Manager or his designee to establish a financial aid policy to provide financial assistance and debt forgiveness to persons that do not have the ability to pay for some or all of the fee.

BACKGROUND:

At the December 7, 2010 meeting, City Council directed staff, to return with an ordinance that authorizes Emergency Medical Services (EMS) Transport User Fees to be levied by the City of Kirkland and incorporates Council direction on key policy issues presented in the staff memo on EMS transport fees.

The following policy direction has been incorporated into the proposed ordinance:

1. Establishes our service commitment in official City policy, "All aspects of Emergency Medical Services the City currently provides, including EMS Transport, shall be provided to all patients without discrimination toward those with no ability or inadequate means to pay."
2. The user fee is set at $600 plus $14.00 per mile.
3. The City Manager or his designee is directed to establish a procedure for billing and collecting fees, which will be done based on the framework presented in the December 7, 2010 staff memo.
4. Residents will not be billed for fees in excess of amounts paid by their insurance.
5. Employees transported from their place of employment will be treated as residents for billing purposes.
6. The City Manager or his designee is directed to establish a financial aid program, based on WAC 246-453-001 through 246-453-060.

The following City Council direction has been incorporated into the work plan leading to a March 1, 2011 start date:

1. Staff resources needed to implement the transport user fee have been put in place temporarily, and a process for appointment of regular ongoing positions is underway.
2. Policies, procedures and training are currently being developed in preparation for an on-time start.
3. A billing and collection policy is being developed that fulfills the City's obligation to make a bona fide attempt to bill and collect all transport user fees, but does not send delinquent accounts to an outside collection service.
4. A professional services agreement (PSA) for billing services is being prepared.
5. Staff has taken note of Council questions about billing employees as residents and the collection policy. Detailed reports will be prepared on these issues along with reports and descriptive statistics addressing the overall success of the user fee program. A reporting schedule will be developed later in the implementation process.

With the attached ordinance approved, staff will continue to move the implementation plan forward. Policies, procedures and training are being developed; A PSA for billing is being prepared; the staffing plan is being implemented; and a plan for reporting to the City Council will be developed as the work plan draws to a close on March 1, 2011.

ORDINANCE NO. 4287

AN ORDINANCE OF THE CITY OF KIRKLAND ADOPTING A NEW CHAPTER 5.75 OF THE KIRKLAND MUNICIPAL CODE TO RECOVER CERTAIN COSTS OF PROVIDING EMERGENCY MEDICAL SERVICES TRANSPORT.

WHEREAS, the City of Kirkland Fire Department currently provides basic life support ("BLS") emergency medical services ("EMS") and emergency medical services transport ("EMS Transport") without charge; and

WHEREAS, RCW 35.27.370(15), made applicable to the City by 35A.11.020, authorizes the City to charge fees of those receiving EMS Transport from the City's Fire Department; and

WHEREAS, such EMS Transport fees are often covered by medical insurance policies, including but not limited to Medicare and Medicaid; and

WHEREAS, funds derived from the voter approved King County Levy are insufficient to fully fund the City's EMS and EMS Transport; and

WHEREAS, as a result, EMS and EMS Transport must be subsidized by funds from the City's General Fund; and

WHEREAS, the City Council finds that those benefiting from the City's EMS Transport should be charged a fee to reimburse the City for at least some portion of the cost of the EMS Transport;

NOW, THEREFORE, the City Council of the City of Kirkland do ordain as follows:

Section 1. A new Chapter 5.75 is hereby adopted to read as follows:

Chapter 5.75

EMERGENCY MEDICAL SERVICES TRANSPORT FEES

5.75.010 EMS transport fee imposed.

a. All persons receiving emergency medical services transport ("EMS Transport") by the City's Fire Department after February 28, 2011, shall be charged and billed an EMS Transport fee ("the Fee"). The initial Fee is set at $600 per transport plus $14.00 per mile. The Fee shall be adjusted in the future as necessary by resolution of the City Council. The City Manager or his/her designee shall establish a procedure to bill and collect Fees.

b. A resident of the City, or an employee transported from his or her

place of employment within the City, who supplies the City with the medical insurance information and documentation needed to bill his or her insurance provider for the Fee, and who assigns his or her insurance benefits for the same to the City, shall not be billed for that portion of the Fee that is in excess of amounts paid by his or her insurer(s).

c. A person who does not meet the criteria set forth above in subsection B, who supplies the City with the medical insurance information and documentation needed to bill his or her insurance provider for the Fee, and who assigns his or her insurance benefits for the same to the City, shall be billed for that portion of the Fee that is in excess of amounts paid by his or her insurer(s).

d. A person, regardless of residence or status as an employee within Kirkland, who does not supply the City with the medical insurance information and documentation needed to bill his or her insurance provider or who fails to assign such benefits to the City because he or she is unwilling, or because he or she does not have any type of insurance coverage for such charges, shall be billed for the entire Fee.

e. The Fee herein imposed shall not apply to persons transported by the City's Fire Department from jurisdictions outside the City's boundaries so long as those jurisdictions do not charge an EMS transport fee.

f. The use of the term "insurance" or any variation thereof in this section shall include Medicare and Medicaid.

g. The use of the term "EMS Transport" in this section shall mean: Transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the state (Chapter 18.73 RCW). The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician basic (EMT Basic). Basic emergency medical technicians perform non-invasive, basic emergency treatment.

5.75.020 Medicare and Medicaid.

Charges for the EMS transport authorized by this Chapter shall be construed and implemented in a manner consistent with Medicare and Medicaid requirements, when applicable. If any method or procedures authorized by this Chapter for the purpose of establishing, implementing, imposing or collection of charges for EMS transport is found to conflict with Medicare and or Medicaid requirements, the conflicting part of this Chapter shall be inoperative to the extent the same conflicts with Medicare and/or Medicaid requirements. The operation of the remainder of this Chapter shall remain unaffected.

5.75.030 Policy and financial assistance.

a. The City's policy is that ability to pay is not a condition of service. All aspects of Emergency Medical Services the City currently provides, including EMS Transport, shall be provided to all patients without discrimination toward those with no ability or inadequate means to pay.

b. The City Manager or his/her designee shall establish a program

consistent with criteria and rules set forth in WAC 246-453-001 through 246-453-060 to provide financial assistance and debt forgiveness to persons that do not have the ability to pay for some or all of the Fee.

Section 2. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision other persons or circumstances is not affected.

Section 3. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, a required by law.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2011.

Signed in authentication thereof this _____ day of _____, 2011.

_____
MAYOR

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF KIRKLAND
Planning and Community Development Department
123 Fifth Avenue, Kirkland, WA 98033 425.587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: David Barnes, Green Building Lead and Project Manager
Paul Stewart, Deputy Planning Director

Date: December 15, 2010

Subject: Green Codes Project
File NO. ZON10-00026

RECOMMENDATION

Request that City Council review the tasks and items that will be addressed as part of the Green Codes project and provide feedback and direction as appropriate. These items include:

- Phase One - Sustainable Actions Worksheet
- Draft Work Program Schedule
- Public Outreach Plan

BACKGROUND DISCUSSION

Why are we doing this and what policies support it?

The 2010-2012 adopted Planning Work Program includes the LID/Green Codes project which began in the spring of 2010. It is an extension of several City sponsored initiatives, polices and goals to encourage Low Impact Development (LID) techniques, sustainable site development, energy efficiency for public and private facilities and responsible use of natural resources. This project is supported by policies, goals and plans identified in the Natural Resources Management Plan, the Comprehensive Plan and Kirkland's Climate Protection Action Plan.

The Natural Resource Management Plan (NRMP) states in the Guiding Principles section (page 34) that the City should, "Improve management of stormwater runoff from existing and new impervious surfaces by employing Low Impact Development (LID) practices where feasible through City projects, incentive programs and development standards". In addition, the implementation strategies section of the NRMP on page 49, section 6 states that Kirkland's Comprehensive Plan, Zoning Code and other plans and regulations should be updated to address low impact development practices.

The Comprehensive Plan emphasizes the importance of community stewardship of the environment. This vision has been translated into two framework goals, FG-5 and FG-7, which emphasize protection of environmentally sensitive areas, preservation of a healthy environment, and encouragement of low-impact development (LID) and sustainable building practices.

Additionally, the Natural Environment policy NE-1.5 also indicates that the City should educate, promote, support incentives and provide resources to encourage citizens, businesses, builders and the development community to adopt sustainable building practices.

Kirkland's Climate Protection Action Plan (April 2009) also discusses the need to reduce our green house gas production for not only our public facilities, but also in residences and businesses. These targets are referenced and were adopted in 2007 by the City Council by resolution R-4659:

- Primary: 20% below 2005 levels by 2020
- Interim: 10% below 2005 levels by 2012
- Long-term: 80% below 2005 levels by 2050

Programs and policies are in effect to address these reduction goals, but more incentives, standards, and educational initiatives as suggested by the Green Code project can be adopted to help achieve them.

What are we doing?

Project Definition: The purpose of this project is to develop specific sustainable development action items that can be translated into City practices, initiatives and amendments to the Zoning and Municipal Codes. These changes should help incentivize citizens, developers and property owners in Kirkland to protect and enhance our water, energy and material resources. In addition, these new standards and practices will contribute to more sustainable building sites by creating healthier buildings, reducing their carbon footprints and in turn helping Kirkland grow into a healthier community.

Specific items have been identified as being "doable" in the first phase for 2011. These are noted in Attachment 1. There are four general categories each with individual subtasks. The categories are noted as:

- Sustainable Green Infrastructure
- Potable Water Conservation
- Stormwater and Landscaping
- Energy Efficiency and Independence

Sustainable Actions Worksheet

Action items have been developed by the Green Codes work group consisting of staff from Planning, Public Works and Building. The entire worksheet for all actions is attached (see Attachment 2). It has been organized by actions, degree of difficulty and value. The worksheet also cross references the specific natural resource that is being enhanced. Some action items

influence several other categories and have been given a point value which is summed to provide an objective total. For example, zoning code regulations that incorporate a low impact development technique such as a green roof have the potential to reduce stormwater runoff, improve water quality, reduce energy use and minimize the heat island effect. All of these contribute to a more sustainable building site. This particular action item meets four objectives and therefore scores four points.

The action items have also been prioritized and grouped into 3 separate phases based on evaluation by the Green Codes work group. The phase one actions were pulled from the larger worksheet to create the smaller Phase One Sustainable Actions Worksheet (see Attachment 1). . Specific items are organized by reviewing body (either the City Council or Planning Commission). It is recognized that all code changes will go through the required review process which includes the Planning Commission and Houghton Community Council. The City Council will have final approval on all actions.

How and when are we proposing to do this?

Process: The process by which an action item goes from conception to approval and then adoption will involve several outside entities interacting with the Green Codes workgroup (GCW). After receiving Council direction, it is expected that the GCW will meet with the Planning Commission for its review and recommendations on the proposed code amendments and public outreach plan. It is also anticipated that the workgroup will convene a technical advisory group comprised of local professionals to help determine best management practices, and flesh out or add some ideas that will help the project achieve its objectives. The GCW will also meet with the Houghton Community Council. A public hearing will be held on any proposed Zoning Code additions and amendments. Staff intends to survey other cities for their best management practices as well. The proposed project timing is outlined in the draft Work Program schedule (see Attachment 3).

Public Outreach Plan

The outreach for this project will involve conferring with local development professionals such as architects, landscape architects and stormwater engineers (referred to as a technical advisory group). Local and regional subject matter experts will also be consulted to provide additional background, context and rationale for proposed changes**.** The Kirkland Chamber of Commerce, Sustainable Kirkland, Kirkland's Alliance of Neighborhoods and the King & Snohomish County Master Builders will also be brought into this discussion of proposed changes and used as a sounding board in order to gain feedback on this project and ensure good public involvement. An open house is also proposed to get as much input from the general public prior to any public hearings.

Attachments

1. Phase One Sustainable Action Worksheet
2. Sustainable Actions Work Sheet
3. Draft Work Program Schedule

Attachment 1

PHASE ONE - SUSTAINABLE ACTIONS

	CITY COUNCIL REVIEW	PROJECT TEAM	REQUIRED ACTION
A	**SUSTAINABLE "GREEN" INFRASTRUCTURE**		
1	Develop Ordinance for City owned facilities that requires LEED Gold certification for all new facilities and LEED Silver for all renovated facilities.	Green Building Team (GBT)	Policy Decision/Ordinance
2	Evaluate existing policies for City Capital Improvement Roads Projects and consider comparing to Green Roads certification or similar rating program.	Green Building Team (GBT)	Policy Decision
3	Develop deconstruction program for the Green Building Section of the Climate Protection Action Plan with an emphasis on GHG reduction.	GBT	Policy Decision
4	Require all project applicants to complete a Sustainability and/or Carbon Footprint checklist with building permit applications.	GBT	Policy Decision
B	**POTABLE WATER CONSERVATION**		
1	Develop tools to help manage gray water and its reuse by creating an educational program	GBT	Educational Program
C	**STORMWATER & LANDSCAPING**		
1	Evaluate the the City of Seattle's "Green Factor" list after comparing with current landscaping standards.	GBT	Policy Decision/Ordinance
2	Consider Surface Water Utility Rate discounts for storm Low Impact Development (LID) installed on site	Jenny, Stacey, Rob, GBT	Policy Decision
3	Consider a rebate ("Treebate") to residential homeowners to encourage them to plant trees on their private property.	Jenny, Stacey, Rob, Urban Forester	Policy Decision/Program

	PLANNING COMMISSION REVIEW	PROJECT TEAM	REQUIRED ACTION
A	**SUSTAINABLE "GREEN" INFRASTRUCTURE**		
1	Modify design regulations to incorporate bicycle storage and low-emission & fuel-efficient vehicle parking.	Green Building Team (GBT)	Zoning Code Amendment
B	**STORMWATER & LANDSCAPING**		
1	Promote LID through lot coverage/open space standards.	GBT, UF, PW and PCD	Zoning Code Amendment
2	Provide incentives for single family use regulations to encourage clustered housing (like King County).	GBT, Jeremy	Zoning /Municipal Code Amendment
3	Revise standards to encourage pervious surfaces for driveways, private roads, and parking lots	GBT, Jenny, Rob	Zoning Code Amendment
4	Revise landscape regulations to incorporate natural drainage structures and native plants for commercial and multi-family sites	GBT	Zoning Code Amendment
5	Incorporate soil amendment provisions into KZC Chapter 95	Stacey	Zoning Code Amendment
C	**ENERGY EFFICIENCY & INDEPENDENCE**		
1	Create regulations and incentives for small scale wind, photovoltaic, solar hot water, and passive solar design.	GBT	Zoning Code Amendment
2	Allow building envelopes to encroach into required setback yards for exterior rigid insulation	GBT	Zoning Code Amendment

Attachment 2

	SUSTAINABLE ACTIONS	Value	Difficulty	WATER RESOURCES			ENERGY RESOURCES		SUSTAINABLE SITES			HEALTHY COMMUNITY			MATERIAL RESOURCES				OBJECTIVE TOTALS
				Reduce the amount of potable water use	Reduce the amount of stormwater runoff	Increase Water Quality Treatment	Reduce Existing Energy Use	Increase Use of Renewable Energy Sources	Reduce Heat Island Effect	Increase Open Space	Increase Tree Canopy	Increase Use of Local Food Source	Increase Modes of Alternative Transportation	Reduce Light Pollution	Increase Reuse of Existing Buildings	Divert Building Waste	Support the Use of Local Materials	Reduce the Use of Hazardous Materials	
A	**SUSTAINABLE "GREEN" INFRASTRUCTURE**																		
1	Develop "green" policies for City owned facilities	h	h	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15
2	Develop measurable goals for climate change within the Climate Protection Action Plan	h	m	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15
3	Require all project applicants to consider Sustainability and/or Carbon Footprint	h	e	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15
4	Create flexible and consistent code language to addresss BMPs for smart growth.			1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15
5	Create lighting zones to reduce light pollution.						1							1					2
6A.	Amend parking regulations to create parking maximums.	h	h		1		1		1	1			1						5
6B.	Modify design regulations to incorporate bicycle storage and low-emission & fuel-efficient vehicle parking.	h	e		1		1		1	1			1						5
7	Modify current zoning code regulations to provide access to community/local agriculture. Common space is required for some development, allow it to be used for "pea-patch" or other agricultural use.	l	e		1				1			1							3
8	Modify current zoning code regulations to allow chickens on SFR lots smaller than 1 acre	h	e									1							1
9	Create comprehensive development regulations that align with the City's active Transportation Plan goals and polies.												1						1
B	**POTABLE WATER CONSERVATION**																		0
1	Encourage water conservation by addressing rainwater harvesting, low flow valves etc.	m	m	1															1
2	Increase water rates to subsidize water conservation programs	h	h																
3	Include standards for m/f & Commercial that require landscaping that is appropriate to local and micro-climate, with limitations on conventional turf.	m	m	1															1
4	Develop incentives and tools to allow gray water for irrigation.	h	e	1															1
5	Develop incentives and tools to allow gray water for non-potable uses.	h	m	1															1
C	**STORMWATER & LANDSCAPING**																		0
1	Revise lot coverage/open space standards to increase opportunities for LID	h			1				1	1	1								4
2	Reduce lot coverage to more clearly work with tree regulations and Landscaping requirements	h	m		1				1	1	1								4
3	Provide incentives for single family use regulations to encourage clustered housing.	h	h		1				1	1									3
4	Revise or remove KZC 115.35 erosion and sediment control in zoning code to meet current adopted stormwater standards	m	e		1	1													2
5	Revise KMC Title 29 (Land Surface Modification) to include current adopted stormwater standards	m	e		1	1													2
6	Revise stormwater regulations to apply to smaller sites: soil ammendment. Define "amended soil" in zoning code. Use Ecology definition adopted by stormwater regulations.	h	m		1	1													2
7	Revise stormwater regulations to apply to smaller sites: enhanced water quality treatment.	l	m		1	1													2
8	Adopt the the City of Seattle's "Green Factor" list.	h	h		1	1	1		1		1								5
9	Revise street/roadway standards to incorporate stormwater LID				1	1			1										3
10	Incorporate natural drainage landscapes (bioswales, rain gardens, and bioengineered planting strips) within parking lots in KZC Chapter 105 and 95				1	1			1										3
11	Incoprporate soil amendment provisions into KZC Chapter 95				1	1													
12	Incoprporate permeable pavement provisions into KZC Chapter 105				1	1													

Sustainable Actions Worksheet - Continued

	SUSTAINABLE ACTIONS	Value	Difficulty	WATER RESOURCES			ENERGY RESOURCES		SUSTAINABLE SITES			HEALTHY COMMUNITY			MATERIAL RESOURCES				OBJECTIVE TOTALS
				Reduce the amount of potable water use	Reduce the amount of stormwater runoff	Increase Water Quality Treatment	Reduce Existing Energy Use	Increase Use of Renewable Energy Sources	Reduce Heat Island Effect	Increase Open Space	Increase Tree Canopy	Increase Use of Local Food Source	Increase Modes of Alternative Transportation	Reduce Light Pollution	Increase Reuse of Existing Buildings	Divert Building Waste	Support the Use of Local Materials	Reduce the Use of Hazardous Materials	
13	Incoprporate vegetated roof provisions into KZC Chapter 5 (definitions) and KZC 115.90 (lot coverage exemptions)				1		1		1										
D	**ENERGY EFFICIENCY & INDEPENDENCE**																		0
1	Create an incentive program promoting project based energy independence (Clarify what incentive is).	h	h				1	1											2
2	Create energy districts for the purpose of creating local energy independence(find Development Incentives)ParMac?	h	h				1												1
3	Consider regulations to incentivize small scale solar and Passive Solar 1. Create regulations that restrict new tree plantings that impede solar access (passive solar heat) 2. Possible incentive: height bonuses given if solar power is installed 3. Require development not to impede the solar access of neighboring properties.	m	h				1	1											2
4	Allow building envelopes to encroach 3 inches into required setback yards for exterior rigid insulation(to exceed energy code in new construction or to retro fit existing).	h	e				1												1
5	Develop regulations to incentivize wind energy systems 1. Height and Setback encroachments	m	h				1	1											2
E	**Materials & Resources**																		0
1	Adopt the use of the International Building Institute's materials redlist.(Educational Sessions and handouts and update website)	m	e															1	1
2	Partner with other agencies and programs supporting local deconstruction effort. (Education and Code Amendments)	h	m												1	1	1	1	4

Green Codes Project
Draft Work Program
January 4, 2011

DATE	ITEM
January 4, 2011	City Council Update and Direction
January 2011	Meetings with Technical Advisory Board & internet outreach
January 27, 2011	Planning Commission Study Session – Scope and Work Program
March 2011	Planning commission Study Session – Key Issues
March 2011	Houghton Community Study Session – Key Issues
April 2011	Planning Commission Study Session – Draft Amendments
April 2011	Houghton Community Council Study Session- Draft Amendments
May 2011	SEPA Review and Determination?
May 2011	Planning Commission Study Session – Draft Amendments
May 2011	Houghton Community Council Study Session – Draft Amendments
May 2011	Public Open House
June 2011	Notice to CTED (at least 60 days prior to City action)
June 2011	Planning Commission Public Hearing
June 2011	Houghton Community Council Public Hearing
July 2011	City Council Review
August 2011	City Council Action