

---

# CITY OF KIRKLAND

## CITY COUNCIL



Amy Walen, Mayor • Penny Sweet, Deputy Mayor • Jay Arnold • Dave Asher  
Shelley Kloba • Doreen Marchione • Toby Nixon • 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 • [www.kirklandwa.gov](http://www.kirklandwa.gov)

### AGENDA

#### KIRKLAND CITY COUNCIL MEETING

City Council Chamber  
Tuesday, February 18, 2014  
6:00 p.m. – Study Session  
7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website [www.kirklandwa.gov](http://www.kirklandwa.gov). 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 (425-587-3190) or the City Manager's Office (425-587-3001) 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 425-587-3190. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
  - a. Re-energizing the Neighborhoods Update
4. *EXECUTIVE SESSION*
5. *HONORS AND PROCLAMATIONS*
6. *COMMUNICATIONS*
  - a. *Announcements*
  - b. *Items from the Audience*
  - c. *Petitions*
7. *SPECIAL PRESENTATIONS*
  - a. Kirkland 2035 Update #10
8. *CONSENT CALENDAR*
  - a. *Approval of Minutes:* (1) February 4, 2014

**EXECUTIVE SESSIONS** may be held by the City Council only for the purposes specified in RCW 42.30.110. These include buying and selling real property, certain personnel issues, and litigation. The Council is permitted by law to have a closed meeting to discuss labor negotiations, including strategy discussions.

**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.

(2) February 10, 2014 Special Meeting

**QUASI-JUDICIAL MATTERS**

Public comments are not taken on quasi-judicial matters, where the Council acts in the role of judges. The Council is legally required to decide the issue based solely upon information contained in the public record and obtained at special public hearings before the Council. The public record for quasi-judicial matters is developed from testimony at earlier public hearings held before a Hearing Examiner, the Houghton Community Council, or a city board or commission, as well as from written correspondence submitted within certain legal time frames. There are special guidelines for these public hearings and written submittals.

**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.

**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.

**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.

- b. Audit of Accounts:*
  - Payroll*     \$
  - Bills*        \$

- c. General Correspondence*

- d. Claims*

- e. Award of Bids*

- f. Acceptance of Public Improvements and Establishing Lien Period*

- g. Approval of Agreements*

- (1) Resolution R-5035, Authorizing the City Manager to Sign an Amended and Restated Interlocal Agreement Establishing the eCityGov Alliance and Approving Other Actions Related Thereto.
- (2) Resolution R-5036, Approving the Third Amendment To and Renewal of the Interlocal Agreement Between the City of Kirkland and City of Marysville for Jail Services and Authorizing the City Manager to Execute the Agreement.

- h. Other Items of Business*

- (1) Ordinance O-4432 and its Summary, Relating to Enforcement of Regulations Regarding Discharge of Fats, Oils and Grease into the City Sewer System.
- (2) Resolution R-5037, Determining the Anticipated Shortfall in Revenues for Providing Municipal Services to the Annexation Area as Required by RCW 82.14.415.
- (3) Ordinance O-4436, Repealing Ordinance O-4404 Which Temporarily Increased the Number of Youth Members on the Kirkland Library Board.
- (4) Report on Procurement Activities

**9. PUBLIC HEARINGS**

- a. Resolution R-5038, Adopting the City of Kirkland 2014-2019 Transportation Improvement Program.*

**10. UNFINISHED BUSINESS**

- a. State Legislative Update #2*
- b. Cross Kirkland Corridor/Interim Trail Update*
- c. Resolution R-5034, Ratifying the City Manager's Signature of the Offer to Purchase and Agreement to Sell Real Property Owned by Rosarita, LLC, and Appropriating Funds in the Amount of \$2,340,000 for that Purchase.*

**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.

**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.

*d. Proposed Letter to the Washington State Liquor Control Board*

*11. NEW BUSINESS*

*12. REPORTS*

*a. City Council*

(1) Finance and Administration Committee

(2) Public Safety Committee

(3) Community Planning, Housing and Economic Development Committee

(4) Public Works, Parks and Human Services Committee

(5) Regional Issues

*b. City Manager*

(1) Calendar Update

*13. ITEMS FROM THE AUDIENCE*

*14. ADJOURNMENT*



**CITY OF KIRKLAND**  
City Managers Office  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

---

## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Marilynne Beard, Deputy City Manager  
Kari Page, Neighborhood Outreach Coordinator

**Date:** February 7, 2014

**Subject:** Reenergizing the Neighborhoods

### **RECOMMENDATION:**

On February 18, the City Council will receive an update on activities related to reenergizing neighborhoods and provide feedback on the proposed Neighborhood Safety Program.

### **BACKGROUND DISCUSSION:**

During the economic downturn and the resulting elimination of the Neighborhood Connection Program and reduction in Neighborhood Matching Grants, Kirkland Neighborhood Associations witnessed a decline in membership, a drop in participation in neighborhood projects, and a perceived fading of the value of neighborhood associations. The City Council responded to concerns from Neighborhood Leaders by including the following Work Program item for 2013 and 2014.

*“Reenergize neighborhoods through partnerships on capital project implementation and plan updates while clarifying neighborhood roles in future planning and transportation efforts to further the goal of Neighborhoods.”*

Starting in 2013, City staff, City Council, Neighborhood Leaders, and the Kirkland Alliance of Neighborhoods (KAN) embarked on a multitude of initiatives that have intentionally and effectively helped to reenergize neighborhoods. The initiatives include the following:

- Kirkland 2035 is engaging the community in the Citywide Comprehensive Plan Update Process. The neighborhoods and KAN have been an integral part of this process.
- The City Manager and Deputy City Manager began a conversation about the neighborhood plan update process with KAN at their January and March 2013 meetings. The feedback from KAN went to the Planning Commission and to City Council. As a result, the City hosted four public workshops in 2014 to involve Kirkland residents and local businesses in conversations about their neighborhood plans and how they relate to the ongoing [update to the Kirkland Comprehensive Plan](http://www.kirklandwa.gov/Community/Kirkland2035/Comprehensive_Plan_Update.htm).  
[http://www.kirklandwa.gov/Community/Kirkland2035/Comprehensive\\_Plan\\_Update.htm](http://www.kirklandwa.gov/Community/Kirkland2035/Comprehensive_Plan_Update.htm)
- The City has been holding [Community Planning Days](http://www.kirklandwa.gov/Community/Kirkland2035/Comprehensive_Plan_Update.htm) [http://www.kirklandwa.gov/Community/Kirkland2035/Comprehensive\\_Plan\\_Update.htm](http://www.kirklandwa.gov/Community/Kirkland2035/Comprehensive_Plan_Update.htm) to bring neighbors together with key staff and consultants to stay informed and

involved on the many plans and studies the City is undertaking. As part of this coordinated effort, the City launched [ideas forum](http://ideasforum.kirklandwa.gov/) <http://ideasforum.kirklandwa.gov/> for increasing interaction with residents about these planning processes.

- KAN rewrote their Mission Statement resulting in renewed enthusiasm for KAN being a more effective voice for the neighborhoods. The new mission statement follows:  
  
*“The KAN is a coalition of the City’s Neighborhood Associations. KAN fosters communication and awareness of issues affecting the neighborhoods among the Neighborhood Associations, the City and appropriate entities. KAN is an effective, collegial voice for the neighborhoods and a valued resource for the City.”*
- In the first half of 2013, the [City Council and Kirkland Alliance of Neighborhoods revisited the format and cycle](#) [http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/070213/12b1\\_Reports.pdf](http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/070213/12b1_Reports.pdf) of the City Council Meetings in the Neighborhoods. The consensus was to keep the schedule and process the same (focusing on one neighborhood at a time) but to add one or two Town Hall meetings each year to reach more people more often. The first Town Hall meeting was held in June of 2013 with the title “Making business districts work for you.”
- In June 2013, KAN sponsored a Neighborhood University Session (Neighborhood U) on [Growth Management-What Does It Mean for Kirkland's Future?](#) [http://kirkland.granicus.com/MediaPlayer.php?view\\_id=13&clip\\_id=2712](http://kirkland.granicus.com/MediaPlayer.php?view_id=13&clip_id=2712)
- To increase communications between the City Council and KAN, two Council members are invited to an informal conversation during the first half hour of each KAN meeting (second Wednesday of odd months at Heritage Hall).
- In May 2013, the [City announced the new Capital Improvement Program \(CIP\) interactive map](#). [http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/050713/11a\\_UnfinishedBusiness.pdf](http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/050713/11a_UnfinishedBusiness.pdf) The CIP interactive map displays project information for Kirkland’s CIP. Using a computer or mobile device, the public can explore all existing or planned projects to learn status, details, funding and even communicate directly with the project’s manager. The “suggest a project” feature helps citizens voice their ideas for future projects to be considered by the CIP. Staff presented a map of the suggestions received to date to KAN in November 2013. See the most recent map and spreadsheet on the [CIP web page](#) [http://www.kirklandwa.gov/depart/Public\\_Works/Capital\\_Improvements.htm](http://www.kirklandwa.gov/depart/Public_Works/Capital_Improvements.htm).
- Neighborhood Leaders and KAN Representatives worked with City staff to define the characteristics of a “successful neighborhood association” and gauge how successful Kirkland neighborhood associations are and have been in the past.
  - ✓ Successful Neighborhood Associations were described as having clear mission statements, a sense of community, good communication and collaboration internally, with the City and with the City Council, clear accomplishments in neighborhood safety and security, and opportunities for volunteering and socializing.

- ✓ On a scale of 1 (not successful) to 5 (very successful) Neighborhood Leaders rated what they felt was the highest success their neighborhood association had achieved and their current success. Averaging all of the individual scores, the high success rate was 4.03 and the current average rate was 2.86.
- ✓ The factors mentioned by participants that lowered the successfulness over the past few years were related to reduced funding from the City, lack of purpose, less communications between neighbors and the City, and a lower awareness of the value of neighborhood associations.

## **NEIGHBORHOOD SAFETY PROGRAM**

Since Neighborhood Leaders identified achieving local safety and security improvements as one of the key goals of a neighborhood association, the grant program was named the Neighborhood Safety Program. Between October and January, City staff invited representatives from KAN and Neighborhood Leaders to participate in a series of lunch workshops to develop the proposed Neighborhood Safety Program. Totem Lake was the only neighborhood association not represented at these workshops. The participating Neighborhood Leaders will be presenting the proposed Neighborhood Safety Program to the City Council at the February 18 Study Session.

- **Background:**  
[On April 2, 2013](http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/040213/10b_UnfinishedBusienss.pdf), City staff was instructed to work closely with Neighborhood Leaders and KAN to lay out a Program that would reenergize neighborhoods by identifying and prioritizing safety improvements for 2015 and beyond. The resulting Program would involve a robust public outreach effort to determine future and ongoing community priorities for the Street Levy safety fund. [http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/040213/10b\\_UnfinishedBusienss.pdf](http://www.kirklandwa.gov/Assets/City+Council/Council+Packets/040213/10b_UnfinishedBusienss.pdf)
- **Program Funding:**  
 There are two funds being targeted to reenergize neighborhoods; [Streets Levy safety](http://www.kirklandwa.gov/Community/2012levies.htmfund) <http://www.kirklandwa.gov/Community/2012levies.htmfund> and the [2013/2014 Juanita/Evergreen Hill/Finn Hill Neighborhoods transportation fund](http://www.kirklandwa.gov/Assets/Finance+Admin/2013-2018+CIP/2013-2018+CIP++Detail+Document.pdf) <http://www.kirklandwa.gov/Assets/Finance+Admin/2013-2018+CIP/2013-2018+CIP++Detail+Document.pdf> in the CIP.

The Juanita/Evergreen Hill/Finn Hill fund was included in the 2013/2014 CIP for minor transportation-related improvements in the new neighborhoods. As specified in the CIP, the funds are to be allocated by the neighborhood groups with prioritization guidance through the Active Transportation and other Plans and Programs. This Program is being recommended by staff to be the Pilot Program for the suggested ongoing Neighborhood Safety Program.

The 2012 Streets Levy included two safety elements in addition to Street Preservation:

- ✓ Safe Walk Routes to School
- ✓ Pedestrian and Bicycle Safety

The Neighborhood Safety Program would provide input into the projects for the “Safe Walk Routes to School” through the [Suggest a CIP Project interactive map](http://www.kirklandwa.gov/depart/Public_Works/Capital_Improvements/Suggest_a) [http://www.kirklandwa.gov/depart/Public\\_Works/Capital\\_Improvements/Suggest\\_a](http://www.kirklandwa.gov/depart/Public_Works/Capital_Improvements/Suggest_a)

[CIP Project.htm](#) and also empower Kirkland Neighborhoods to identify and prioritize all projects related to the "Pedestrian and Bicycle Safety."

The project descriptions listed on the Streets Levy ballot are as follows:

- ✓ Safe walk routes to school (\$150,000/year)
  - Leverage state and federal funding to increase safe routes to Kirkland's elementary and middle schools.
- ✓ Pedestrian and bicycle safety (\$150,000/year)
  - Upgrade or add crosswalks with new highly visible, energy-efficient warning lights.
  - Install new Americans with Disabilities Act (ADA) wheelchair ramps to meet federal requirements on streets being overlaid.
  - Improve pedestrian access to key transit corridors or streets being overlaid.
  - Expand pedestrian and bicycle routes to improve connections with commercial areas, schools, transit routes, parks, and other destinations.
  - Restripe crosswalks to increase pedestrian safety.
  - Install traffic control devices to address safety hazards within Kirkland Neighborhoods.
- **Program Goals:**

The Goals of the Program came from the Neighborhood Leaders and KAN during the luncheon working sessions. The goals reflect what the participants feel will reenergize neighborhoods.

  - ✓ Reenergize neighborhoods.
  - ✓ Provide an incentive for neighborhood participation.
  - ✓ Address safety needs.
  - ✓ Foster neighborhood self-help and build a sense of community.
  - ✓ Increase collaboration within neighborhoods, between neighborhoods, and with City Hall.
  - ✓ Leverage funding with match contribution and/or other agency grants.
  - ✓ Collaborate with businesses, schools, PTSAs, Kirkland Greenways, and other organizations.
  - ✓ Create an equitable distribution of improvements throughout the City.
  - ✓ Consider level of resources (staff and neighborhoods) to implement.
- **Program Elements:**

Neighborhood leaders and staff spent a great deal of time reviewing neighboring jurisdiction's programs and evaluating various elements of each Program. Based upon the input from Neighborhood Leaders, staff narrowed the scope to the following four specific Program options.

Each has different program elements (see **Attachment B**).

1. Neighborhood Connection Program (past Program)
2. City Initiated with Panel Prioritizing
3. Neighborhood Initiated with Panel Prioritizing
4. Neighborhood Initiated with City Prioritizing

The Neighborhood Leaders unanimously selected option 3 “Neighborhood Initiated with Panel Prioritizing” after evaluating the Program options against the Program goals.

- ✓ Suggesting projects: The CIP interactive “suggest a project” map is the preferred vehicle for submitting project ideas. This tool has resulted in hundreds of requests over the past year and creates a centralized database to track and report the status of all project suggestions from the public. The most recent report (dated February 2014) is posted on the City’s CIP [http://www.kirklandwa.gov/depart/Public\\_Works/Capital\\_Improvements.htm](http://www.kirklandwa.gov/depart/Public_Works/Capital_Improvements.htm) and [Neighborhood web pages http://www.kirklandwa.gov/depart/CMO/Neighborhood\\_Services.htm](http://www.kirklandwa.gov/depart/CMO/Neighborhood_Services.htm).
- ✓ School walk routes have been added to the map to show the correlation between suggested improvements and school walk routes.
- ✓ Program cycle: An annual and citywide Program was chosen over biennial or three-year cycle. The annual Program will address the most important safety needs and provide more opportunities for all neighborhoods to access the Program each year.
- ✓ Project selection: Neighborhood Leaders want to review all project ideas submitted through the “suggest a project” map rather than having staff screen the projects and narrow the list. Neighborhood Leaders feel more ownership and said the grassroots nature of this process will reenergize the neighborhoods more than having staff screen the list.
- ✓ Scoping and cost estimating: The impact on staffing was recognized as a significant challenge in determining who should scope and estimate project costs. In an effort to reduce staff impacts, the proposed Program will have a City sponsored project workshop (with planners and engineers from various City Departments) to help neighborhoods narrow the list of projects and estimate costs for implementation. Staff recognizes there will still be two way communications between staff and residents during this phase and will keep track of hours to monitor the impact of the Pilot Program in 2014.
- ✓ Evaluation Panel and Criteria: The preferred option has a neighborhood/business panel using project selection criteria to evaluate the qualitative aspects of each project application. Staff will do a quantitative analysis and provide input to the panel. Neither a City/Transportation Commission panel nor an exclusively neighborhood panel were chosen. The criterion has been drafted after reviewing other City Programs, the Puget Sound Regional Council non-motorized project criteria, and the City’s Active Transportation Plan criteria. See **Attachment A** for a list of these draft criteria. Additional work is still needed to refine this criterion and coordinate with the Transportation Master Plan funding criteria. Transportation Master Plan is anticipated to be complete by mid-2015.

• **Program Timeline:**

Unless the Council has objections, the proposed pilot Neighborhood Safety Program using Juanita/Evergreen Hill/Finn Hill funding would begin in the new neighborhoods immediately. The goal is to have the projects selected and presented at the second City Council meeting in May 2014. After an evaluation of the Pilot Program, staff is proposing to bring recommendations and a proposed resolution for the ongoing Program with staffing implications back to Council for evaluation in the fall of 2014. The preliminary timing and process for the Pilot and ongoing Program is shown in Figure 1 below.

Figure 1

Neighborhood Safety Program						
Suggest A Projects	Neighborhood Selection	Scoping and Cost Estimate	Application Process	Panel Scoring	Council Approval	Implementation
<b>NEIGHBORHOOD:</b> receives and narrows list of projects.	<b>NEIGHBORHOOD:</b> meets to discuss top projects and process.	<b>NEIGHBORHOOD:</b> workshop with staff.	<b>NEIGHBORHOOD:</b> project coordinator completes application.	<b>PANEL:</b> reviews applications and scores against criteria. Presentation by project coordinators.	<b>PANEL:</b> presents projects to City Council.	<b>NEIGHBORHOOD:</b> project coordinator works with adjacent property owners and City to implement project.
City: sends project list to all neighborhoods.	City: may be invited to neighborhood meetings.	City: helps with scoping and cost estimating at Neighborhood Workshop.	City: receives applications and distributes to Panel.	City: supports panel and provides technical/quantitative review.	City: writes Council Memo and helps with Council presentation.	City: does engineering and contracting for City's part of construction.
<b>PILOT:</b> February	<b>PILOT:</b> February-April	<b>PILOT:</b> 3rd week of March	<b>PILOT:</b> Late April	<b>PILOT:</b> Late April to Mid May	<b>PILOT:</b> Second Council meeting in May	<b>PILOT:</b> May-December
<b>ONGOING PROGRAM:</b> October	<b>ONGOING PROGRAM:</b> October - January	<b>ONGOING PROGRAM:</b> February	<b>ONGOING PROGRAM:</b> February	<b>ONGOING PROGRAM:</b> March	<b>ONGOING PROGRAM:</b> April	<b>ONGOING PROGRAM:</b> May - December

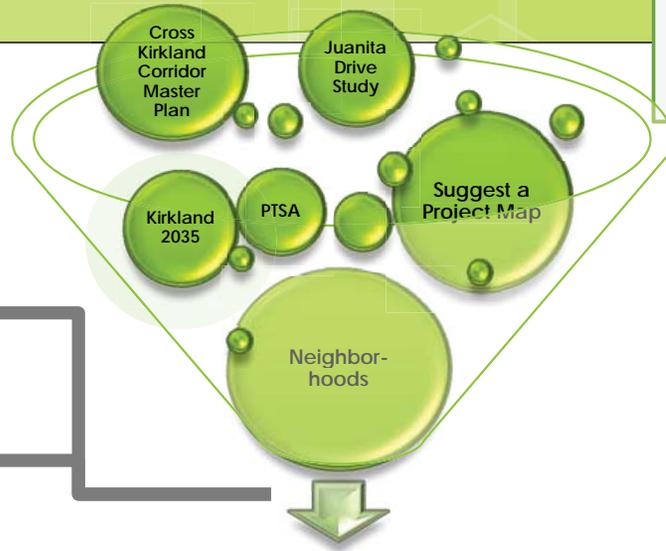
Attachment A: List of Draft Criteria  
 Attachment B: Program Options

## DRAFT Neighborhood Safety Program Project Evaluation Criteria

1. Transportation/technical (quantitative by City staff)
  - a. Conceptualized design generally meets accepted practices
  - b. Project is in Capital Improvement Program
  - c. Align with other programs and plans (TMP, CKC, Comp Plan, Neigh Plan, etc.)
  - d. Enhances non-SOV modes of transportation
  - e. Meets Neighborhood Traffic Control standards
  - f. Meets ADA accessibility requirements
  - g. Existing conditions
    - i. Traffic volume
    - ii. Traffic speeds
    - iii. Parking
    - iv. Existing sidewalk
    - v. Paved shoulder
    - vi. Vulnerable population in proximity
    - vii. Pedestrian volume
    - viii. School walk route
    - ix. Emergency vehicle access
    - x. Consistent with neighborhood street widths, landscaping, appropriate buffers
    - xi. Impacts on neighborhood access/collector streets
2. Neighborhood/Business Panel (qualitative )
  - a. Safety
    - i. Addresses clear safety need
    - ii. Severity of need and volume of use (see technical criteria)
    - iii. Extends or completes a non-motorized system
    - iv. Addresses current non-motorized needs (gaps)
    - v. Connects to other multimodal facilities
  - b. Neighborhood
    - i. Neighborhood support (documented)
    - ii. Adjacent (to project) neighborhood support and involvement
    - iii. Identified in Neighborhood Plan
    - iv. Proximity to schools
    - v. Involvement and accessible to Title VI groups (both process and project)
  - c. Community-wide
    - i. Builds community and collaboration within and between neighborhoods
    - ii. Broad community benefit
    - iii. Support access to business districts
    - iv. Stimulates business (economic development)
    - v. Equitable distribution around City
  - d. Maintenance
    - i. Conceptual design reduces maintenance needs
    - ii. Maintenance issues addressed
      1. City maintains
      2. Neighborhood maintains
  - e. Leveraging of funds
    - i. Leveraged funds from non-City sources
    - ii. Volunteer effort

- f. Partnerships
  - i. Other neighborhoods
  - ii. Businesses
  - iii. Community organizations
  - iv. School District
- g. Project readiness and budget
  - i. Realistic budget
  - ii. Received assistance from City staff on scope of project
  - iii. Received assistance from City staff on budget
  - iv. Attended Program Workshop
  - v. Implementable within 1 year

# 1. Neighborhood Connections



Over \$50,000  
Citywide CIP

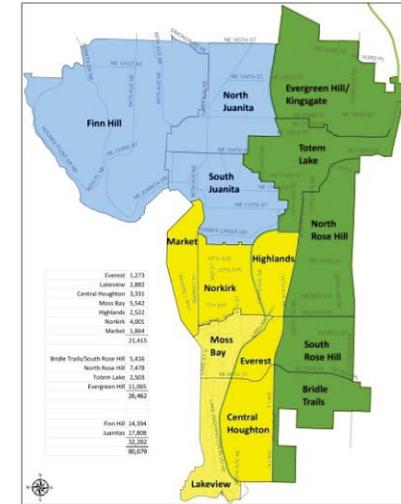
Maintenance  
&  
Operations

Neighborhood: submits ideas with online map and suggest a project.

City: scopes projects based on City standards/plans and estimates costs.

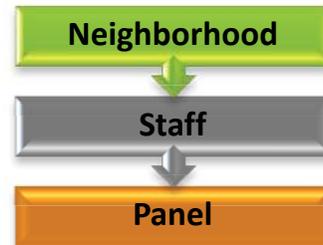
Neighborhood: votes on projects to establish priorities for funding.

City: implements projects.

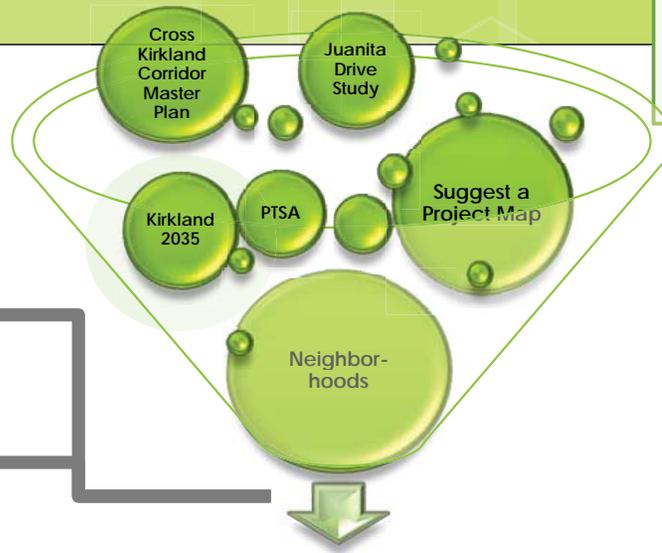


(3 year cycle)

### LEGEND



## 2. City Initiated with Panel Prioritizing



Over \$50,000  
Citywide CIP

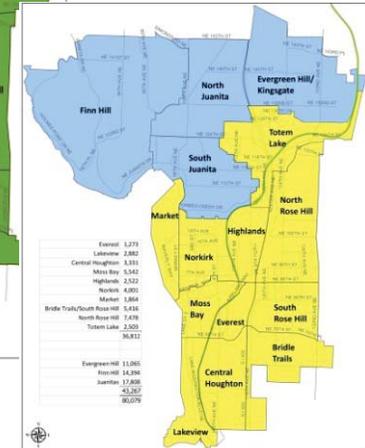
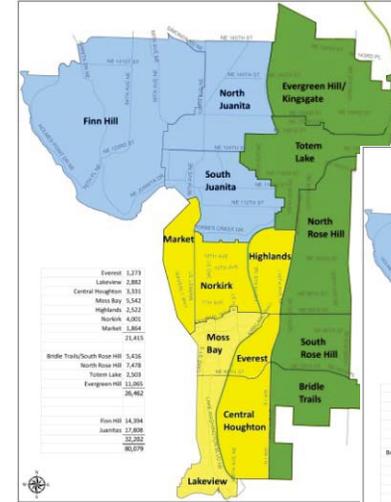
Maintenance  
&  
Operations

Staff: collects ideas with online map, and adds staff identified projects.

Staff: scopes projects based on City standards/plans and estimates costs.

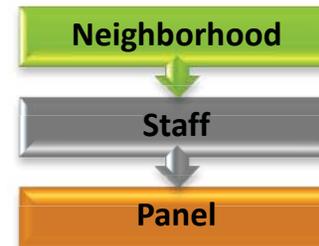
Neighborhood: adds projects, screens list, selects project(s) to move forward.

Panel: makes recommendation to City Council based upon prioritization criteria.

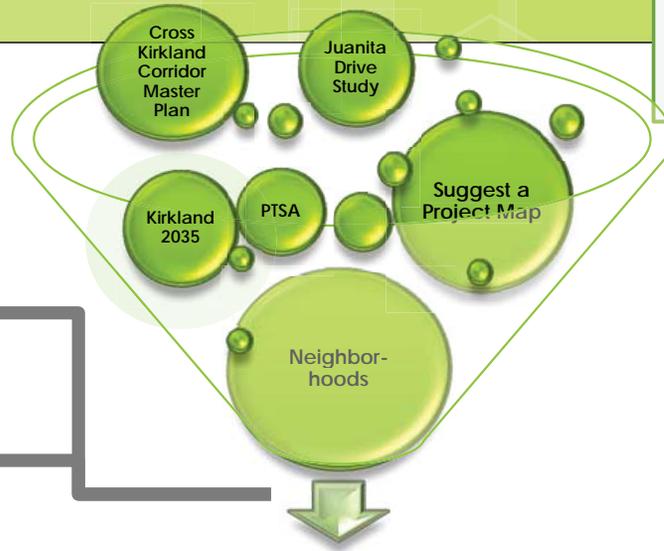


(2 or 3 year cycle)

### LEGEND



### 3. Neighborhood Initiated with Panel Prioritizing



Over \$50,000  
Citywide CIP

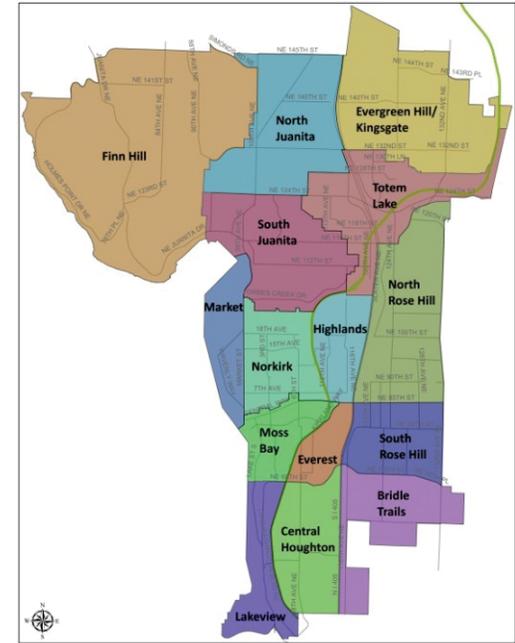
Maintenance  
&  
Operations

Neighborhood: collect ideas from online map and adds to list.

Staff: helps neighborhood scope projects based on City standards/plans and estimates costs.

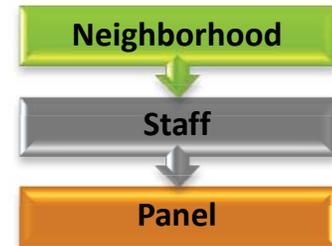
Neighborhood: screens list, selects projects, and completes proposal.

Panel: makes recommendation to City Council based upon prioritization criteria.

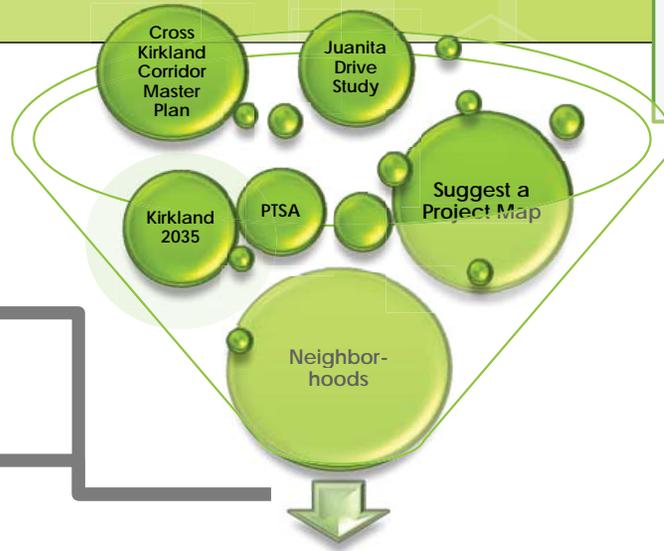


(Annual Citywide)

#### LEGEND



# 4. Neighborhood Initiated with City Prioritizing



Over \$50,000 Citywide CIP

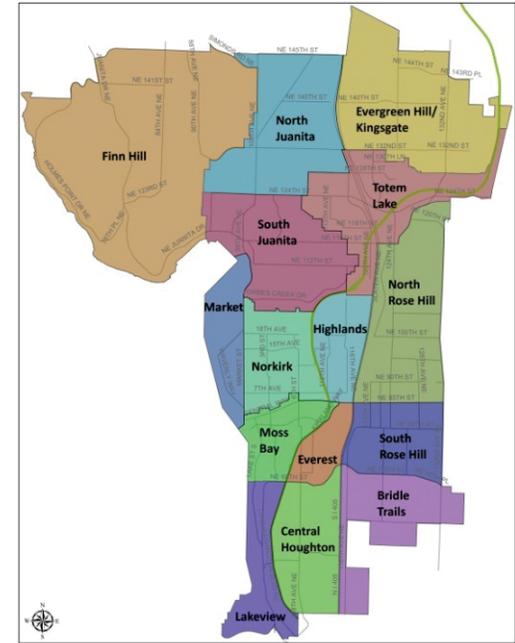
Maintenance & Operations

Neighborhood: collect ideas from online map and adds to list.

Staff: helps neighborhood scope projects based on City standards/plans and estimates costs.

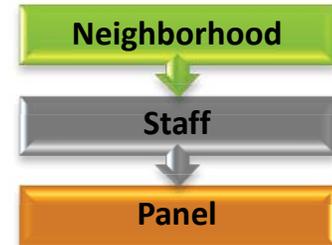
Neighborhood: screens list, selects projects, and completes proposal.

Staff: makes recommendation to City Council based upon prioritization criteria.



(Annual Citywide)

### LEGEND





**CITY OF KIRKLAND**  
City Manager's Office  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001  
www.kirklandwa.gov

---

**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Marilynne Beard, Deputy City Manager  
**Date:** February 6, 2014  
**Subject:** KIRKLAND 2035 PUBLIC INVOLVEMENT #10

**RECOMMENDATION:**

City Council receives an update on public involvement activities and progress on plan updates related to the Kirkland 2035 initiative.

**BACKGROUND DISCUSSION:**

This is the tenth in a series of updates to the City Council about Kirkland 2035 initiatives.

**Neighborhood Plan Updates**

One major initiative that began in the past month was the neighborhood plan update meetings. As described in the prior report, four meetings were scheduled for January and February. Neighborhoods were combined to reflect shared business districts but were able to break into neighborhood-specific groups for discussion about their neighborhood plans.

North	Finn Hill, Juanita, Evergreen Hill
Central	Moss Bay, Market, Norkirk, Highlands
South	Houghton, Everest, Lakeview
East	North Rose Hill, South Rose Hill, Bridle Trails, Totem Lake

The discussions included:

- A quick "neighborhood values" future visioning exercise including a discussion about adjacent neighborhood business districts
- A comparison of future vision results with existing plan
- Validation of sections that still fit
- Identification of issues that need to be considered or updated with consideration to how they align with the larger community vision

New neighborhoods in the Juanita, Finn Hill and Evergreen Hill areas that do not have an existing plan will meet on February 20.

Approximately 70 people attended the first meeting (Houghton, Everest and Lakeview neighborhoods) and approximately 90 people attended the second meeting (Highlands, Moss Bay, Market, Norkirk). Email comments were also received and one more opportunity to

comment will be made available on line for those who were unable to attend. Common themes included:

- The Cross Kirkland Corridor continues to be a source of many positive comments and is an exciting prospect for the community.
- Traffic was a frequently-heard concern with a particular focus on traffic around neighborhood business centers (e.g. 108<sup>th</sup> Avenue NE, Market Street, Lake Washington Boulevard). If additional density is planned for these areas, residents believe that traffic will get worse. The street system does not seem to be able to handle the current density which led some participants to express opposition to increased density in their neighborhood and local business district. Some participants noted that Kirkland is already very dense and did not understand why the City was allocated a higher relative level of population and job growth than neighboring cities that are less dense.
- Participants were interested in maintaining their neighborhood's existing character. They would like to see increased opportunities for walking and biking routes between their neighborhoods and local business areas.
- Participants appreciate having local business districts that meet as many of their daily needs as possible (e.g. grocers, dry cleaning, restaurants, pet stores, etc.). There was a concern that they might lose some of those businesses if areas were redeveloped.

Overall, participants were appreciative of the opportunity to comment on their neighborhood plans. A second round of meetings will be held in May or June to provide feedback to neighborhoods about how their input can be incorporated into the current Comp Plan update or how their comments will otherwise be addressed.

### **Cross Kirkland Corridor (CKC) Master Plan**

Several events and reports about the CKC occurred since the last update to Council. A brown bag lunch session was held on January 14 which drew 25 participants. Much of the time was spent on a discussion of 1) the surface of the interim trail and 2) parallel trails in the Master Plan.

A monthly on-line newsletter is being distributed to streamline communications and to assure updates get out to the public on a regular basis. The second newsletter was sent out the week of February 10.

The City Council received an update on the Cross Kirkland Corridor Master Plan at their February 4 meeting. On February 8, the Advanced Transportation Symposium drew over 100 participants to focus on alternative transportation options for the corridor. An update on the interim trail project will be provided at the February 18 City Council meeting.

On February 27, a community forum will be held focusing on the Cross Kirkland Corridor Master Plan and the Parks, Recreation and Open Space (PROS) Plan. Two informational sessions will be held on the CKC and participants will be able to comment on issues such as a parallel versus shared use trail in the master plan and mile markers. Participants will also be able to comment on the projects included in the draft PROS Plan. The event has been promoted through the

usual on-line channels and staff will be posting a notice on the large CKC signs located on the corridor.

In addition to the CKC and neighborhood plan events, the Kirkland Business Roundtable focused on the economic development element of the Comprehensive Plan. On February 10, Totem Lake Conversations will focus on the update of the Totem Lake plan. Results of those events may be available for the February 18 K2035 presentation.

### **Other K2035 Activities**

- On February 18, the City Council is scheduled to receive an update on the Juanita Corridor study.
- At the February 21 City Council Retreat, the Planning Department will provide a progress report on the Comprehensive Plan Update. The City Council will be able to review and comment on the updated vision statement. The draft Community Profile has been posted to the City's website.
- On March 4, the City Council will hold their annual joint meeting with the Planning Commission where progress on the Comprehensive Plan can be discussed as well as the 2014 Planning Commission work program.
- The third community planning day will be held on Saturday, April 26 at City Hall. An overview of activities and topics to be presented at the event will be provided in an upcoming K2035 update.

The next K2035 update will be at the March 18 City Council meeting.



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES  
February 04, 2014

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

Members Present: Councilmember Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Deputy Mayor Penny Sweet, and Mayor Amy Walen.

Members Absent: None.

3. STUDY SESSION

a. Cross Kirkland Corridor Master Plan Update

Joining Councilmembers for this discussion were City Manager Kurt Triplett, Public Works Transportation Engineering Manager Dave Godfrey and Guy Michaelson from the Berger Partnership.

4. EXECUTIVE SESSION

None.

5. HONORS AND PROCLAMATIONS

a. Citizen Hero Award

(1) CPR on November 16, 2013

Fire Chief Kevin Nalder, Mayor Walen and Councilmembers Sweet, Asher and Nixon presented the Citizen Hero award to Nizhoni Newman, Ayateway Newman and Megan Hestir for saving the life of Turkak Newman.

(2) Fire Rescue on December 28, 2013

Fire Chief Kevin Nalder, Mayor Walen and Councilmembers Sweet, Asher and Nixon presented the Citizen Hero award to Andrea, Deborah, and David Dodge, Kimberly Smith, Patrick Baxter, Brent Adkins and Leo Pakkala for saving a life during a house fire.

6. COMMUNICATIONS

a. Announcements

b. Items from the Audience

Lisa McConnell  
Sharon Riddle

c. Petitions

7. SPECIAL PRESENTATIONS

a. Take Charge Puget Sound Energy Green Power Challenge Wrap-up

Puget Sound Energy Representative Heather Mulligan, with the assistance of PSE Senior Local Government Affairs Representative for King County Nate Caminos, presented the City with a grant award for \$20,000 to purchase and install a solar energy efficiency project at the Public Safety building as a result of meeting the goals of PSE's 2013 Take Charge, Green Power Challenge. Public Works Management Analyst Van Sheth and Communications Manager Marie Stake were acknowledged for their work on helping the City to meet the goals.

b. Public GIS and My Building Permit Websites Demonstration

Following an overview of the project, Development Engineering Manager Rob Jammerman and Information Technology Applications Analyst Nicole Unger provided short demonstrations of the new public Geographic Information Systems (GIS) and MyBuildingPermit.com websites.

c. King County Metro Transportation Benefit District

Director of Regional Initiatives with the King County Executive's Office Diane Carlson provided a presentation on the King County's proposed Transportation Benefit District that may be placed on the April 22, 2014 ballot.

8. CONSENT CALENDAR

a. Approval of Minutes

(1) January 16, 2014

(2) January 21, 2014

b. Audit of Accounts:

Payroll \$2,728,478.23

Bills \$4,924,107.84

run #1286 checks #549879 - 549888

run #1287 checks #549913 - 550015

run #1288 checks #550019 - 550144

run #1289 checks #550145 - 550195

run #1290 checks #550196 - 550199

c. General Correspondence

d. Claims

Claims received from Brynn Yraguen and 307 Homeowners Association were acknowledged via approval of the Consent Calendar.

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

h. Other Items of Business

(1) Ordinance O-4432 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ENFORCEMENT OF REGULATIONS REGARDING DISCHARGE OF FATS, OILS AND GREASE INTO THE CITY SEWER SYSTEM."

This item was pulled for consideration under Unfinished Business, item 10.c.

(2) Six-Year Transportation Improvement Plan - Set Public Hearing Date

(3) Resolution R-5031, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND REAFFIRMING ITS POSITION IN SUPPORT OF THE CLOSURE OF THE HOUGHTON TRANSFER STATION BY 2021."

(4) Resolution R-5032, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNERS GREGORY AND LISA KOSTAL."

(5) Resolution R-5033, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNERS JOSEPH H. AND SHARON S. MATTHEWS."

(6) Report on Procurement Activities

Motion to Approve the Consent Calendar, with the exception of item 8.h.(1)., which was pulled for consideration under Unfinished Business, item 10.c.

Moved by Deputy Mayor Penny Sweet, seconded by Councilmember Dave Asher

Vote: Motion carried 7-0

Yes: Councilmember Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, Deputy Mayor Penny Sweet, and Mayor Amy Walen.

9. PUBLIC HEARINGS

- a. Ordinance O-4434 and its Summary, Relating to Land Use and Zoning, Adopting Interim Zoning Regulations Prohibiting the Retail Sale of Recreational Marijuana as a Permitted Land Use in the Market Street Corridor (MSC) MSC 1 and MSC 2 Zones; Declaring an Emergency, Providing for Severability, and Establishing an Immediate Effective Date.

Planning and Community Development Director Eric Shields reviewed the proposed ordinance. Mayor Walen then opened the public hearing. Testimony was provided by Sharon Singh, Robert Larson, Mark Linton, Robert McKenna, Matt Bellamy, Chris McAboy, Allie Charneski, Bonnie McLeod, Rich Cadiz, Douglas Hoats, and Kirstin Larson. No further testimony was offered, and the Mayor closed the hearing.

Motion to Approve Ordinance O-4434 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LAND USE AND ZONING, ADOPTING INTERIM ZONING REGULATIONS PROHIBITING THE RETAIL SALE OF RECREATIONAL MARIJUANA AS A PERMITTED LAND USE IN THE MARKET STREET CORRIDOR (MSC) MSC 1 AND MSC 2 ZONES; DECLARING AN EMERGENCY, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE. " as amended.

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Penny Sweet  
Vote: Motion carried 5-2

Yes: Councilmember Dave Asher, Councilmember Doreen Marchione, Councilmember Toby Nixon, Deputy Mayor Penny Sweet, and Mayor Amy Walen.  
No: Councilmember Jay Arnold, and Councilmember Shelley Kloba.

Motion to Amend Ordinance O-4434 and its summary by removing the MSC (2) zone.

Moved by Councilmember Toby Nixon, seconded by Councilmember Doreen Marchione

Vote: Motion carried 5-2

Yes: Councilmember Jay Arnold, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Councilmember Toby Nixon, and Mayor Amy Walen.  
No: Councilmember Dave Asher, and Deputy Mayor Penny Sweet.

In addition to adopting the interim regulations, the City Council asked the Council's Planning & Economic Development Committee to provide recommendations on the direction to be given the Planning Commission regarding further study of permanent regulations.

Council recessed for a short break at 10:30 p.m.

10. UNFINISHED BUSINESS

- a. Cross Kirkland Corridor/Interim Trail Update

Item 10.a. was postponed for a future Council meeting.

- b. State Legislative Update #1

Item 10.b. was postponed for a future Council meeting.

- c. Ordinance O-4432 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ENFORCEMENT OF REGULATIONS REGARDING DISCHARGE OF FATS, OILS AND GREASE INTO THE CITY SEWER SYSTEM."

This item was pulled from the Consent Calendar, item 8.h.(1). This item was postponed for a future Council meeting.

11. NEW BUSINESS

- a. 2014 Board and Commission Interview Process

Mayor Walen, Councilmember Asher and Councilmember Arnold were selected for committee and the decision was made to go ahead with a full Planning recruitment.

12. REPORTS

- a. City Council

(1) Finance and Administration Committee

Have not met.

(2) Public Safety Committee

Have not met.

(3) Community Planning, Housing and Economic Development Committee

Have not met.

(4) Public Works, Parks and Human Services Committee

Have not met.

(5) Regional Issues

Councilmembers shared information regarding the recent quarterly Business Roundtable, Puget Sound Energy Community Advisory Group meeting; Master Builders Association Reception; Associated Washington Cities Annual Legislative Conference; Seattle/King County Coalition on Homelessness 34th Annual "One Night Count;" King County Regional Law Safety and Justice Committee meeting; Councilmember Nixon's upcoming travel/meeting schedule; City staff retirement celebrations; upcoming Futurewise Annual Spring Luncheon; upcoming Sophia Way Annual Dinner & Auction; the Committee to End Homelessness in King County quarterly meeting; Councilmember Arnold has applied to be considered for the Sound Cities Association appointment to a recent vacancy of the King County Growth Management Planning Council; Puget Sound Regional Council Executive Board meeting.

b. City Manager

(1) Upcoming 2014 City Council Meetings with the Neighborhoods

(2) February 21, 2014 City Council Retreat Agenda

(3) Calendar Update

Update on issues related to the proposed Aquatic Center and potential partnership opportunities.

13. ITEMS FROM THE AUDIENCE

14. ADJOURNMENT

The Kirkland City Council regular meeting of February 4, 2014 was adjourned at 11:11 p.m.

---

City Clerk

---

Mayor



KIRKLAND CITY COUNCIL SPECIAL MEETING MINUTES  
February 10, 2014

1. CALL TO ORDER
2. ROLL CALL

ROLL CALL:

Members Present: Councilmember Jay Arnold, Councilmember Dave Asher, Councilmember Shelley Kloba, Councilmember Doreen Marchione, Deputy Mayor Penny Sweet, and Mayor Amy Walen.

Members Absent: Councilmember Toby Nixon.

Councilmember Nixon's absence was excused as he was out of town on business.

3. PUBLIC HEARINGS

- a. Ordinance O-4435 and its Summary, Enacting a New Chapter 19.22 of the Kirkland Municipal Code Entitled "Kirkland Transportation Benefit District"; Establishing a Transportation Benefit District; Specifying the Boundaries for the Transportation Benefit District; Specifying the Authority of the District; Specifying the Transportation Improvements to be Funded by the District; Declaring an Emergency; Providing for Severability; and, Establishing an Immediate Effective Date.

Mayor Walen opened the public hearing. Interim Public Works Director Pam Bissonnette provided an overview of the issues and background in regard to the proposed ordinance. No testimony was offered and the Mayor closed the hearing.

Motion to approve Ordinance O-4435 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND ENACTING A NEW CHAPTER 19.22 OF THE KIRKLAND MUNICIPAL CODE ENTITLED "KIRKLAND TRANSPORTATION BENEFIT DISTRICT"; ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT; SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT; SPECIFYING THE AUTHORITY OF THE DISTRICT; SPECIFYING THE TRANSPORTATION IMPROVEMENTS TO BE FUNDED BY THE DISTRICT; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; AND, ESTABLISHING AN IMMEDIATE EFFECTIVE DATE."

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Penny Sweet  
Vote: Motion carried 6-0

Yes: Deputy Mayor Penny Sweet, Councilmember Doreen Marchione, Councilmember Shelley Kloba, Councilmember Dave Asher, Councilmember Jay Arnold, and Mayor Amy Walen.

4. ADJOURNMENT

The Kirkland City Council special meeting of February 10, 2014 was adjourned at 9:16 a.m.

---

City Clerk

Mayor



**CITY OF KIRKLAND**  
Department of Finance and Administration  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
www.kirklandwa.gov

---

**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Kathi Anderson, City Clerk  
**Date:** February 13, 2014  
**Subject:** CLAIM(S) FOR DAMAGES

**RECOMMENDATION**

It is recommended that the City Council acknowledges receipt of the following Claim(s) for Damages and refers 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) Kwai-Shung Hsue  
8510-8560 122<sup>nd</sup> Avenue NE  
Kirkland, WA 98033

**Amount:** \$3,018.37

**Nature of Claim:** Claimant states damage to property resulted from a broken irrigation system due to the 85<sup>th</sup> Street corridor project.

- (2) Helene S. Naulleau  
11704 NE 105<sup>th</sup> Court  
Kirkland, WA 98033

**Amount:** \$1204.11

**Nature of Claim:** Claimant states damage to vehicle resulted from striking a pothole at NE 120<sup>th</sup> turning left onto NE 124<sup>th</sup>.

- (3) Christine Nelson  
12418 NE 141<sup>st</sup> Place  
Kirkland, WA 98034

**Amount:** Unspecified Amount

**Nature of Claim:** Claimant states damages resulted from phone being placed on the hood of a city vehicle and forgotten before the vehicle drove off.

- (4) Theresa U. Wood  
7614 NE 195<sup>th</sup> Street  
Kenmore, WA 98028

**Amount:** Unspecified Amount

**Nature of Claim:** Claimant states damage to vehicle resulted from being struck by a City vehicle.

**Note:** Names of claimants are no longer listed on the Agenda since names are listed in the memo.



**CITY OF KIRKLAND**  
Information Technology Department  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3050  
[www.kirklandwa.gov](http://www.kirklandwa.gov)

---

## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Brenda Cooper, Chief Information Officer

**Date:** February 5, 2014

**Subject:** Amended and Restated Interlocal Agreement Establishing eCityGov Alliance and Related Articles of Incorporation

## RECOMMENDATION

That the Council approves the amended and restated ILA and the related Articles of Incorporation to formalize the eCityGov Alliance as a non-profit corporation rather than a joint board.

## BACKGROUND DISCUSSION

The City Manager represents Kirkland on the Alliance Executive Board. The Alliance Executive Board has been working with a consultant and legal team on this effort for the last year. The Executive Board recommends approval of the Amended and Restated ILA and related Articles of Incorporation.

The Alliance was created in 2002 for the purpose of developing, owning, operating and maintaining online public programs and services. The current Alliance interlocal agreement explicitly envisions the Alliance as a separate legal entity; however, technically the ILA needs to be amended to accomplish this. There are other important benefits of accomplishing the separate legal status: the intent in the existing interlocal agreement is that the Alliance own the intellectual property associated with its programs. Services can be realized and legal protections can be provided to the Alliance's member and subscriber agencies. Approval of the new ILA will accomplish these things, as well as clarify a number of operational and other issues. The basic governance structures and current staffing structures would remain unchanged.

## **Financial Impact**

The financial impact of this action is minimal. The agency created by the new ILA will be a government instrumentality, subject to the public records act and open public meetings act. No staffing changes are required or anticipated. There will be routine tax status and reporting filings for the agency to submit periodically. In addition, the agency must maintain separate books and accounts, and will be subject to a separate state audit as are other municipalities. If the Council elects to terminate participation in the Alliance by not approving the new ILA, the City will still be obligated to pay its share of the Alliance 2014 budget.

### Threshold for approving the Amended and Restated ILA

The Alliance Board has agreed to proceed with the Amended and Restated ILA if cities representing not less than 88% of the weighted votes of the cities party to the current interlocal agreement approve the new ILA. The weighted votes (and budget allocation) of the current Alliance member cities are set forth in the table below.

Table 1: 2014 Weighted Vote of Alliance Members

Alliance Member City	Population	% of Total Alliance Member Population / 2014 Weighted Vote
Bellevue	132,100	33%
Bothell	34,460	9%
Issaquah	32,130	8%
Kenmore	21,170	5%
Kirkland	81,730	21%
Mercer Island	22,720	6%
Sammamish	48,060	12%
Snoqualmie	11,700	3%
Woodinville	10,990	3%
TOTAL	395,060	100.00%

As noted above, the 2014 Alliance budget will not be affected if some cities choose not to continue participation as Alliance members, but future Alliance budgets would be adjusted to reflect this change. Under the new ILA, cost allocation between member cities remains based on relative population.

### Alliance Background

The Alliance was formed in 2002 as a joint board for the purpose of providing online public programs and services. There were nine original member cities: Bellevue, Bothell, Burien, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish and Woodinville. Since 2002, Burien has dropped out as a partner city, and Woodinville, Snoqualmie and Renton have joined as partners. Earlier this year Renton gave notice that it wishes to convert to subscriber status beginning in 2014, leaving nine partner cities. In addition, there are several dozen agencies, both public and private, that subscribe to various Alliance services.

The Alliance currently provides and maintains six online programs and services:

- MyBuildingPermit.com
- MyParksandRecreation.com
- NWMaps.net
- NWProperty.net
- SharedProcurementPortal.com
- GovJobsToday.com

These programs are summarized in Exhibit A to the ILA.

The original 2002 interlocal agreement forming the Alliance was substantially amended in 2005, with further minor amendments in 2007 and 2009 (as so amended, referred to as the "Original Agreement"). The Original Agreement states in part that "The Agency shall be created as a separate legal entity as authorized by RCW 39.34.030." The Alliance has been operating in many respects as a separate legal entity. However, since the Alliance was established, legal thinking has evolved in terms of how to accomplish "separate legal entity" status. There are a handful of options to accomplish this under the Interlocal Cooperation Act (Ch. 39.34 RCW): creating a partnership, a limited liability corporation or a nonprofit corporation. The nonprofit corporation form provides clarity in terms of decision making, flexibility to operate, and good legal protection to member cities. This corporate structure has been used by groups of municipalities many times in east King County and elsewhere around the state.

Under the proposed Amended and Restated Interlocal Agreement ("ILA"), the authorized scope of services that the Alliance will provide remains essentially as is in place today. In addition, the composition of the Board—one member from each city that is party to the ILA—remains unchanged.

In addition to formalizing the legal entity status, the Executive Board is recommending several adjustments and updates to the ILA. There are also some changes required by the state nonprofit corporation law (Ch. 24.06 RCW). The Executive Board initiated changes include:

1. Clarifying the wording around the principles and purposes of the Alliance.
2. Moving to a two-prong supermajority vote structure for certain major items, including but not limited to expansion of programs offered, adding new "Principals" (Principals are parties to the new ILA and have a seat on the Executive Board), or appointing or removing the Executive Director. A Supermajority Vote requires approval of not less than 66% in total number of board members and 66% in total Weighted Votes of all Board members. Weighted Votes are based on population. (Under the Original Agreement, all voting is weighted by population and there is no supermajority requirement.)
3. Adopting a two-prong simple majority vote for routine items (approval by more than 50% of those present and voting, by both Weighted Vote and number of Board members).
4. Clarifying that persons serving on the Executive Board must be their Principal agency's chief executive officer, or their deputy or equivalent.
5. Making it possible for municipal corporations other than cities (such as counties) to join as Principals (provided there is readily available reports on their population by which to calculate votes and budget shares);
6. Clarifying the budget approval process;
7. Clarifying that the Executive Director reports to the Board, not the supporting Operations Board;
8. Clarifying the provisions relating to ownership and use of intellectual property of the Alliance (all Principals have license rights to all the intellectual property of the Alliance) and how that property is distributed upon termination of the ILA.
9. Allowing the ILA to be amended by supermajority vote of the Executive Board in certain minor situations;
10. Updating the "boilerplate" sections of the ILA.

The nonprofit corporation act under which the Alliance is being reorganized also requires certain changes to the ILA, most notably: the termination, merger or consolidation of the agency, or sale of all or nearly all of its assets requires a Supermajority Vote.

### **Articles of Incorporation**

One of the formal steps to reorganize the Alliance as a nonprofit corporation is the filing of Articles of Incorporation with the Washington Secretary of State. The Articles of Incorporation are summarized at Attachment 4. Like the ILA, the Articles must be approved by each City Council party to the ILA.

### **Withdrawing from the Alliance**

The ILA allows any Principal to withdraw with a year's notice. A withdrawing Principal must provide notice by December 31 of the prior year. For example, if a Principal wanted to withdraw by January 1 of 2016, the jurisdiction would need to provide notice by December 31 of 2014.

### **If the Council elects not to approve the Amended and Restated ILA**

The Alliance Board has agreed to proceed with the Amended and Restated ILA if cities representing not less than 88% of the weighted votes of all cities party to the current interlocal agreement approve the new ILA (see Section 30 of the Amended and Restated ILA and Table 1 below); if this threshold is not met, the Alliance will continue as is. Kirkland currently represents 21% of the weighted votes. If the City does not wish to participate in the new ILA, then the ILA approval threshold cannot be met. The City would then need to decide whether the City intends for the Alliance to remain a joint board or if the City should convert to a Subscriber to any eCityGov Alliance programs (and if so, which ones). The City currently utilizes all of the eCityGov applications.

Note that the current Alliance interlocal agreement obligates the City to pay its share of the Alliance's 2014 budget even if the City terminates its participation as a member. The City's share of the 2014 budget is \$70,499 (out of a total of \$340,000 allocated to the member cities; cost allocation is based on the relative population of the City as compared to all other member cities.)

Staff recommends approval of the Amended and Restated ILA.

#### **Attachments:**

- (1) Section by Section Summary of ILA and Articles of Incorporation
- (2) Resolution approving ILA and Articles of Incorporation
- (3) Amended and Restated Interlocal Agreement Establishing eCityGov Alliance
- (4) Articles of Incorporation

**Summary of  
Amended and Restated Interlocal Agreement (“Agreement”) Establishing eCityGov Alliance and  
Articles of Incorporation of eCityGov Alliance**

**Interlocal Agreement**

Sec.	Topic	Summary
1	Reorganization of eCityGov Alliance as a Nonprofit Corporation	The eCityGov Alliance (“Alliance”) is a joint board operation which provides online public programs and services. The Alliance is being reorganized under authorization of the Interlocal Cooperation Act (Ch. 39.34 RCW) as a nonprofit corporation pursuant to Ch. 24.06 RCW. Once re-structured as a nonprofit corporation, the Alliance will be a separate legal entity that is a municipal instrumentality, subject to all the same limitations to which cities are subject under state law.
2	Term of Agreement	The Agreement will be of perpetual duration, and may be terminated as provided in the Agreement. (See section 19)
3.	Definitions	<p>Among the key terms:</p> <p>“Participants” -- all Principals and all Subscribers.</p> <p>“Principals” – membership will be open to any municipal corporation (cities, counties, other municipal corporations formed under Washington law). All nine cities currently party to the original Alliance interlocal agreement are proposed to become Principals of the restructured Alliance: Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, Sammamish, Snoqualmie, and Woodinville. (Renton moved to subscriber status at the end of 2013).</p> <p>“Programs and Services” are the online programs managed by the Alliance, including:</p> <ul style="list-style-type: none"> <li>• MyBuildingPermit.com</li> <li>• MyParksandRecreation.com</li> <li>• NWMaps.net</li> <li>• NWPorperty.net</li> <li>• Shared ProcurementPortal.com</li> <li>• GovJobsToday.com</li> </ul> <p>“Simple Majority Vote” requires approval of more than 50% of Board members present and voting, by both Weighted vote and by number of Board members.</p> <p>“Subscribers” –municipal corporations or other entities that contract for service from the Alliance.</p> <p>“Supermajority Vote” – Requires vote of not less than 66% of <i>all</i> members of the Executive Board in number AND not less than 66% by total Weighted Votes.</p> <p>“Weighted Vote” are votes counted by proportional population of each Principal.</p>
4.	Guiding Principles	Guiding principles from the Original Agreement are included, with some minor revisions.
5.	Purposes of the Alliance	These are primarily from the Original Agreement, but the wording has been revised.

6.	Alliance Services	The Alliance will develop, own, operate, maintain and manage the Alliance's Programs and Services. The Alliance cannot set local policies, rates or charges, or take audit or enforcement action on behalf of Participants. The Alliance Executive Board will adopt Operating Policies for the Programs and Services; access and use by Participants to Programs and Services will be conditioned on compliance with the Operations Policy.
6.d	Additional Services	New online public programs and services may be added by the Alliance upon approval of a Supermajority Vote of the Executive Board.
7.	Alliance Powers	As a separate legal entity, the Alliance will have a full range of corporate powers (enter into contracts, sue and be sued, establish funds, buy and sell property, etc.) permissible under the Interlocal Cooperation Act and Ch. 29.06 RCW, but will not have the power to issue debt.
8.	Executive Board	<p>The Executive Board is the governance board for the Alliance. It has final decision making authority on all issues, and exercises all powers of the Alliance. The Executive Board may delegate day to day responsibilities to the Alliance Executive Director, and can assign specific tasks to the Operations Board and other committees within defined parameters.</p> <p>The Executive Board will be composed of one (1) Board Member per Principal. The Board may by Supermajority Vote add one or more non-voting Board Members to represent a Subscriber or Subscribers</p> <p>Board Members must be the Chief Executive Officer of their agency, or their deputy or equivalent. Each Board Member may have one designated alternate, with qualifications as similar to the Board Member.</p>
8.i	Supermajority Vote Items	<p>Routine items require a simple majority of a quorum to pass. The following will require a Supermajority Vote:</p> <ul style="list-style-type: none"> <li>i. Adoption or amendment of the Bylaws or amendment of the Articles of Incorporation.</li> <li>ii. Admission of a new Principal.</li> <li>iii. Creating a non-voting seat for a Subscriber or Subscribers on the Executive Board.</li> <li>iv. Adding new Programs and Services.</li> <li>v. Appointing or removing the Executive Director.</li> <li>vi. Approving changes in the cost allocation consistent with Section 13.g to consider factors other than Population.</li> <li>vii. Reinstatement of a Principal that had been converted to a Subscriber due to delinquency in making payments (See Section 13.i).</li> </ul>

		<ul style="list-style-type: none"> <li>viii. Merger, consolidation, sale of all or substantially all assets of the Alliance (See Section 16).</li> <li>ix. Amendment of the Agreement (except for those amendments requiring approval of all legislative bodies of the Principals per Section 18).</li> <li>x. Termination or dissolution of the Alliance (See Section 19).</li> <li>xi. Any other action actions requiring a Supermajority vote under Chapter 24.06 RCW.</li> </ul>
8.j	Board Officers	The Board will have 4 officers: President, Vice-President, Secretary and Treasurer. The Secretary and Treasurer functions may be performed by appointed staff; the Chair and Vice-Chair must be Board Members.
8.l	Meetings	The Executive Board will meet not less than once a year, and as often as it deems necessary. Open Public Meetings Act requirements apply to all meetings. Additional details about the Executive Board will be included in the Alliance Bylaws.
9.	Operations Board	<p>The “Operations Board” will provide advice and recommendations to the Executive Board and may be tasked with specific responsibilities by the Board, within defined parameters.</p> <p>The Operations Board will have 1 member from each Principal, plus additional Subscriber representatives as the Executive Board may determine.</p> <p>Persons serving on the Operations Board must be staff from the agency they represent, and have broad authority within their organization to coordinate internally and represent their agency on Operations Board matters.</p> <p>Details about the operation of the Operations Board will be set forth in the Alliance Bylaws.</p>
10.	Conversion of Status of Principals; Addition of New Principals or Subscribers	<p>Principals will be converted to Subscriber status if they fail to approve their share of the budget, do not pay their share of the budget, or are delinquent in payment for 60 days. Conversion means the Principal loses its vote on the Executive Board, and its right to receive Alliance assets upon dissolution. A converted Principal will be subject to the then applicable fee formula for Subscribers.</p> <p>Principals may also elect to convert to Subscriber status on not less than 9 months’ notice before the start of the next budget term (this option can only be exercised after the Initial Term.)</p> <p>The Executive Board at its discretion vote to add new Principals or Subscribers. Addition of a Principal requires a Supermajority Vote. Also, because cost allocation and Weighted Votes are</p>

		<p>based on Population, the ILA provides that if accurate data on the Population of an agency otherwise qualified to be a Principal is not readily available to the satisfaction of the Board, then such agency may not be admitted as a Principal until and unless this Agreement is amended in order to provide a mechanism for the calculation of: (1) the Weighted Vote of such agency; and (2) the calculation of the cost allocation as between the agency and other Principals. Such amendments must be approved by the legislative authorities of each Principal.</p> <p>Subscribers may request to be converted to Principals.</p>
11.	Alliance Staffing	The Executive Board shall determine the means of staffing the Alliance—using loaned staff from Principal(s), hiring consultants or other service providers, hiring employees or any combination of means.
12	Alliance Executive Director	<p>The Executive Board shall appoint an Executive Director who will be responsible for the day to day operation of the Alliance.</p> <p>The Executive Director will serve in an “at will” capacity.</p> <p>Only the Executive Board may approve selection of legal counsel, independent accountants and auditors.</p>
13	Budget – Approval Process	<p>The budget may be adopted on an annual or biennial calendar year basis.</p> <p>The Executive Director will present a proposed budget by June 15 to the Executive Board; the Executive Board will forward an approved draft budget to all Principals for their review by July 15. The final budget will be adopted by the Executive Board effective no later than December 31 after receiving information as to which Principals have approved their share of the budget in their individual city budgets, as well as information regarding continuing Subscriber interest.</p> <p>Budget approval requires a Simple Majority Vote.</p>
13.g	Budget—Cost Allocation and Cost Recovery	Generally, costs of the Alliance net of Subscriber and other revenues, are allocated between all Principals based on their relative Population. If non-cities join as Principals, then the Board may make equitable adjustments to this allocation with Supermajority Vote approval, provided the primary basis for allocation shall remain population.
13.i	Delinquencies	If a Principal does not pay its charges when due, notice of delinquency is sent; if not cured within 60 days, the Principal is converted to a Subscriber. A converted Principal may appeal to the Executive Board for reinstatement (Supermajority Vote required). After 6 months nonpayment, service to the Principal may be halted. After 1 year, the nonpaying party is deemed to

		have withdrawn from the Agreement.
14.	Fiscal Agent; Retained Authority	<p>The Alliance may have a lead administering agency to act as its Fiscal Agent (currently, this service is provided by Bellevue through a separate contract with the Alliance; this arrangement will continue).</p> <p>All Participating Cities retain authority for their operational departments and services and equipment connecting to the Alliance Programs and Services, and for management of security for all data that may be linked to the Alliance Programs and Services.</p>
15.	Ownership of Property	<p>Any existing interests in Alliance real, personal and intellectual properties are conveyed to the Alliance. Each Principal transfers any interest it has in Alliance properties to the Alliance.</p> <p>Each Participating City retains ownership of its data. Each Principal has a license to use the Alliance intellectual property for so long as it is a Principal in good standing, but may not use it in a manner that competes with the Alliance. The license right survives termination of the Agreement.</p> <p>Work product created in performance of the Agreement is property of the Alliance and will be kept confidential by all Participants, their employees and agents.</p>
16.	Merger or Consolidation of Agency; Sale of all or substantially all assets	Requires approval by Supermajority Vote of Board.
17.	Withdrawal by, or Termination of, a Principal	<p>A Principal can withdraw from the Agreement effective December 31 of a year, having given not less than 1 year's advance notice.</p> <p>Departing Principals have rights to their data.</p> <p>Termination does not discharge Principal's obligations to the Alliance or other participants. A Principal converted to Subscriber status due to delinquency is obligated to pay its full year of budget allocation.</p>
18.	Amendment of Agreement	<p>The Agreement can be amended by a Supermajority Vote of the Board, except for certain key items which can only be approved by the legislative bodies of all Principals—those key items include:</p> <ol style="list-style-type: none"> <li>Expansion of services beyond that contemplated in Section 6.d.</li> <li>Membership on Executive Board</li> <li>Powers of Executive Board</li> <li>Contribution Obligations inconsistent with Section 13.g.</li> <li>Changes to voting rights</li> </ol>

		<p>f. Hold Harmless/Indemnification</p> <p>g. Duration, termination, withdrawal from Agreement</p> <p>h. Conditions to Amend the Agreement.</p> <p>Addition of Principals or Subscribers, or adding/contracting services purchased by Participants or offered by the Alliance (beyond the scope of Section 6.d) does not require approval of Principals' legislative bodies.</p>
19.	Termination of Agreement, Dissolution of Agency	<p>Termination of Agreement and Dissolution of Agency requires a Supermajority Vote. Termination date will be at least 1 year following the date of the vote to terminate to allow for a wind-up of business.</p> <p>Agency real or personal property and liabilities (if any) will be allocated to Principals participating as of dissolution, based on ratio of their contributions to the preceding 5 years' operating budgets.</p> <p>Participants retain their rights to data after termination. Each Principal, upon termination, will receive a copy of software and data templates (absent any confidential data) so that they can continue to use Programs or Services on their own in a non-exclusive manner. Any sale of such software or data templates by a Principal cannot limit the rights of other Principals without their consent. Notwithstanding this, the Executive Board may sell the intellectual property by the Alliance, in which case each Principal will receive a share of proceeds consistent with the preceding paragraph (but such sale will not limit the Principals' rights to use the software and data templates.)</p>
20.	Dispute Resolution	<p>In event of disputes (between Principals or between Principal(s) and the Alliance), parties will first try to resolve issues by meeting together; if there is no agreement, a party may request mediation. Mediator must be mutually agreed and costs would be shared equally between the parties.</p>
21.	Insurance	<p>The Alliance will carry such insurance as the Executive Board determines is reasonably practicable to minimize liability of the Participants.</p>
22.	Indemnification and Hold Harmless	<p>Principal indemnify and hold harmless other Principals and the Alliance for damages arising out of their acts or omissions.</p> <p>The Alliance will indemnify and hold harmless Principals for damages arising out of its acts or omissions.</p> <p>Subscribers entering into new or amended service contracts with the Alliance after the date of the Agreement will be required to will indemnify and hold harmless Principals and the Alliance for damages arising out of their acts or omissions.</p> <p>The Fiscal Agent is indemnified for damages arising out of</p>

		Principals or Alliances acts or omissions.
23 - 29	“Boilerplate” sections	Intergovernmental Cooperation; Notice; Venue; Filing; No Third Party Beneficiaries; Severability; Ratification;.
30	Effective Date	The Agreement is effective on March 1, 2014, subject to: <ol style="list-style-type: none"> <li>1. Approval by the legislative bodies of Principals representing not less than 88% of the Weighted Votes of the Executive Board as of January 1, 2014;</li> <li>2. Withdrawal from the Original Agreement prior to March 1, 2014, by any city party to the Original Agreement declining to approve the new Agreement; and</li> <li>3. Filing of the agreement as required by the Interlocal Cooperation Act.</li> </ol>

### Articles of Incorporation

Article	Subject	Summary
I	Name of Agency	eCityGov Alliance
II	Duration	Perpetual
III	Purposes	A governmental instrumentality to carry out activities per the ILA.
IV	Prohibited Activities	No actions that would violate requirements of Internal Revenue Code for nonprofit corporations.
V	Powers	As described in ILA, Chapters 24.06 and 39.34 RCW
VI	Members	The Principal Cities are “members” of the corporation
VII	Distributions upon Dissolution	No director or officers will receive corporate assets upon dissolution. Assets will be distributed per ILA to member cities.
VIII	Dissenting Members	Ensures that Alliance assets will be distributed per ILA.
IX	Bylaws	Will provide for additional detail on operations of the Alliance; these will be adopted by the Executive Board once the Alliance is restructured as a nonprofit corporation.
X	Registered Agent	For purposes of receiving legal notice; will initially be the Bellevue City Clerk
XI	Directors	Initial Board of directors identified (list will be edited to delete any member whose city does not approve the Agreement)
XII	Officers	There will be 4 officers: President, Vice- President, (referred to as Chair and Vice-Chair in ILA), Secretary and Treasurer.
XIII	Incorporators	The Cities approving the Agreement (list will be edited to delete any city that does not approve the Agreement).
XIV	Limitation of Director Liability	Directors (Executive Board members) not personally liable for their actions unless intentional misconduct, taking personal benefit to which they are not entitled.
XI	Indemnification	Consistent with the ILA and Interlocal Cooperation Act, the Agency indemnifies officers and directors and Principals. May also elect to indemnify subscribers.

RESOLUTION R-5035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDED AND RESTATED INTERLOCAL AGREEMENT ESTABLISHING THE ECITYGOV ALLIANCE AND APPROVING OTHER ACTIONS RELATED THERETO.

WHEREAS, the City is party to an interlocal agreement establishing the eCityGov Alliance ("Alliance"), originally entered into in 2002 (the "Original Agreement"); and

WHEREAS, the Alliance was formed to provide for the joint development, oversight and delivery of regionally coordinated online public sector services; and

WHEREAS, the Original Agreement established the Alliance as a joint board and stated the intent of the Alliance to be formed as a separate legal entity; and

WHEREAS, the Alliance Board has recommended approval of an amended and restated interlocal agreement (the "Amended Interlocal Agreement") which will reorganize the Alliance as a nonprofit corporation owned and controlled by the member cities, incorporate other changes to strengthen the operations of the Alliance, update various provisions of the Original Agreement, and ensure the Alliance maintains its current rights and responsibilities; and

WHEREAS, the Amended Interlocal Agreement will go into effect only if approved by cities representing not less than 88% of the population weighted votes of the Alliance executive board, and if any city not approving the Amended Interlocal Agreement terminates its participation in the Original Agreement before March 1, 2014; and

WHEREAS, the Amended Interlocal Agreement is authorized by the Interlocal Cooperation Act and the Nonprofit Miscellaneous and Mutual Corporations Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington; and

WHEREAS, reorganization of the Alliance as a nonprofit corporation per Ch. 24.06 RCW requires the adoption of Articles of Incorporation by the cities party to the Amended Interlocal Agreement.

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 both the Amended Interlocal Agreement set forth at "Attachment A" and the Articles of Incorporation set forth at "Attachment B," in final form reflecting the names of those cities approving these documents and otherwise substantially similar to Attachments A and B.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

AMENDED AND RESTATED INTERLOCAL AGREEMENT  
ESTABLISHING ECITYGOV ALLIANCE

AMENDED AND RESTATED INTERLOCAL AGREEMENT  
ESTABLISHING ECITYGOV ALLIANCE

**TABLE OF CONTENTS**

<b>Section</b>	<b>Caption</b>	<b>Page</b>
	Recitals.....	1
<b>1</b>	Reorganization of eCityGov Alliance as a Nonprofit Corporation.....	2
<b>2</b>	Term of Agreement; Replacement of Original Agreement.....	2
<b>3</b>	Definitions.....	2
<b>4</b>	Guiding Principles .....	4
<b>5</b>	Purposes of Alliance.....	5
<b>6</b>	Alliance Services.....	5
<b>7</b>	Alliance Powers.....	6
<b>8</b>	Executive Board: Composition and Operation.....	8
<b>9</b>	Operations Board.....	11
<b>10</b>	Conversion of Status of Principals; Addition of New Principals or Subscribers.....	11
<b>11</b>	Alliance Staffing.....	13
<b>12</b>	Alliance Executive Director.....	13
<b>13</b>	Budget; Cost Allocation; Payment of Charges; Delinquencies; Reserve Funds....	14
<b>14</b>	Fiscal Agent; Retained Authority and Responsibility of Participating Agencies.....	16
<b>15</b>	Ownership of Property.....	17
<b>16</b>	Merger or Consolidation, or Sale of All or Substantially All Assets.....	18
<b>17</b>	Withdrawal by, or Termination of, a Principal.....	18
<b>18</b>	Amendment of Agreement.....	18
<b>19</b>	Termination of Agreement; Dissolution of Agency.....	19
<b>20</b>	Dispute Resolution.....	20
<b>21</b>	Insurance.....	21
<b>22</b>	Indemnification and Hold Harmless.....	21
<b>23</b>	Intergovernmental Cooperation.....	22
<b>24</b>	Notice.....	22
<b>25</b>	Venue.....	23
<b>26</b>	Filing.....	23
<b>27</b>	No Third Party Beneficiaries.....	23
<b>28</b>	Severability.....	23
<b>29</b>	Ratification.....	23
<b>30</b>	Execution, Counterparts and Effective Date.....	24
<b>Exhibit A</b>	Current Scope of Alliance Programs and Services.....	26

AMENDED AND RESTATED INTERLOCAL AGREEMENT  
ESTABLISHING ECITYGOV ALLIANCE

THIS AGREEMENT, incorporating all exhibits hereto, is entered into as of March 1, 2014, by and between the municipal corporations organized under the laws of the State of Washington which are parties signatory to this Agreement (hereinafter referred to as the “Principals”), pursuant to the Interlocal Cooperation Act Ch. 39.34 RCW and has been authorized by the legislative body of each Principal.

**RECITALS**

WHEREAS, each of the Principals is a party to the Interlocal Agreement establishing eCityGov Alliance, originally executed in 2002, and later amended in 2005, 2007 and 2009 (collectively, the “Original Agreement”); and

WHEREAS, the eCityGov Alliance was formed to provide for the joint development, oversight and delivery of regionally coordinated online public sector services; and

WHEREAS, the Principals wish to strengthen and modify the governance and corporate structure of the Alliance and update other provisions of the Original Agreement, while ensuring the Alliance maintains all its current rights and responsibilities except as modified herein; and

WHEREAS, the Original Agreement established the Alliance as a joint board and stated the intent of the Alliance to be formed as a separate legal entity; and

WHEREAS, the creation of an intergovernmental entity and joint instrumentality in the form of a governmental nonprofit corporation whose members are Principals will enable each Principal to participate in the joint oversight and management of programs and services offered by the Alliance, will enable each Principal’s use of these programs and services, provide economies of scale, create a mechanism for cross-agency collaboration, and provide more seamless public access to member agency services; and

WHEREAS, it is anticipated that additional government agencies will elect to join the Alliance over time, and that some may wish to do so as subscribers to the Alliance’s services rather than as Principals; and

WHEREAS, this agreement is authorized by the Interlocal Cooperation Act and Nonprofit Corporation Act set forth in chapters 39.34 and 24.06, respectively, of the Revised Code of Washington;

NOW THEREFORE, in consideration of the promises and agreements contained in this Agreement and subject to the terms and conditions set forth, it is mutually understood and agreed by the parties as follows:

### **SECTION 1. REORGANIZATION OF ECITYGOV ALLIANCE AS A NONPROFIT CORPORATION.**

The eCityGov Alliance (“Alliance”) is reorganized as a nonprofit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act (Ch. 39.34 RCW), and as so reorganized the Alliance shall continue to have all rights and responsibilities assigned it by the Principals as contemplated and accomplished pursuant to the Original Agreement, including but not limited to the responsibility for developing, owning, operating and managing the Alliance programs and services on behalf of the Principals and its Subscribers. Nothing herein shall be deemed to prevent the Alliance from any further reorganization permitted by applicable law, including without limitation conversion to a municipal corporation.

### **SECTION 2. TERM OF AGREEMENT; REPLACEMENT OF ORIGINAL AGREEMENT.**

This Agreement shall be of perpetual duration, subject to termination provisions contained herein. From and after its effective date, this Agreement replaces the Original Agreement which shall be of no further force or effect.

### **SECTION 3. DEFINITIONS.**

- a. Agreement. The “Agreement” is this interlocal agreement, as it may hereafter be amended or modified, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.
- b. Alliance. The “Alliance” is the eCityGov Alliance, restructured per this Agreement as a nonprofit corporation owned and governed by its member Principals.
- c. Articles of Incorporation. The “Articles of Incorporation” or “Articles” are terms defining aspects of the Alliance corporate formation under RCW 39.34.030(3)(b) and consistent with RCW 24.06.025, as they may hereafter be amended by the Executive Board.
- d. Board Member. A “Board Member” or “Executive Board Member” is the individual representing a Principal on the Executive Board or his/her designated alternate, and also includes any individual appointed to represent a Subscriber or Subscribers as a non-voting *ex officio* Board Member.

- e. Bylaws. The “Bylaws” as adopted and amended from time to time by the Executive Board shall govern the operations of the Alliance Executive Board, Operations Board, and the officers thereof.
- f. Executive Board. The “Executive Board” is the body described in Section 8 and shall be the governing body of the Alliance.
- g. Executive Director. The “Executive Director” is the chief operating officer for the Alliance appointed by and serving at the pleasure of the Executive Board.
- h. Fiscal Agent. The “Fiscal Agent” refers to that agency or government that holds and manages the Alliance’s funds, and performs accounting and other services for the Alliance as required per separate contract between the Fiscal Agent and the Alliance, and in accordance with the requirements of Chapter 39.34 RCW.
- i. Operations Board. The “Operations Board” is the committee described in Section 9.
- j. Original Agreement. The “Original Agreement” is the Interlocal Agreement establishing the eCityGov Alliance, originally executed in 2002, and later amended in 2005, 2007 and 2009. The Cities of Bellevue, Bothell, Issaquah, Kenmore, Kirkland, Mercer Island, Snoqualmie, Sammamish and Woodinville remain party to the Original Agreement as of January 1, 2014.
- k. Operations Policy. The “Operations Policy” is a separate document adopted by the Executive Board, as it may be amended from time to time, which describes how data will be shared between the Participants and the Alliance, and sets forth operating procedures and rules for the Alliance Programs and Services.
- l. Participants. All Principals, and all Subscribers, as they may be so constituted from time to time, are collectively referred to as the “Participants,” and individually referred to as a “Participant.”
- m. Population. “Population” is the residential population of a Principal, according to the most recent annual report issued by the State Office of Financial Management determining the population of each city for purposes of taxation and allocation of certain state shared revenues in the following calendar year, or, for Principals who are not cities, such other official federal or state agency report that the Board determines provides sufficiently equivalent information.
- n. Programs and Services. The “Programs and Services” are online public programs and services operated or sponsored by the Alliance. As of the date of this Agreement, the Programs and Services are those described in Exhibit A. Programs and Services offered by the Alliance may be expanded as described in Section 6.d.
- o. Principal. A “Principal” is a municipal corporation formed under the laws of the state of Washington which has accepted the terms of and is a party to this Agreement and has paid its share of initial costs as may be required by the Executive Board as a condition to becoming a Principal. Principals shall receive access to all Programs and Services offered by the Alliance, according to such terms and conditions as may be established by the Executive Board.

- p. Program Committee. A “Program Committee” is a team of staff from Participant agencies tasked with developing proposals for, and assisting in the implementation of, Program Work Plans, under the guidance and direction of the Executive Director.
- q. Program Work Plan. A “Program Work Plan” is a document describing the goals, staffing, milestones, budget and task list to accomplish a specified Program or Service within a specified period (typically a budget period). Program Work Plans shall be approved by the Executive Board per Section 7.n.
- r. Representative. The term “Representative” refers to the individual representing a Principal or a Subscriber on the Operations Board, or his/her designated alternate.
- s. Simple Majority Vote. A “Simple Majority Vote” of the Executive Board means the affirmative vote of a majority (more than 50%) of the votes present and voting, calculated by both Weighted Votes present and by number of the Executive Board Members present.
- t. Subscriber. A “Subscriber” is a municipal corporation formed under the laws of Washington, or another corporation or entity which has agreed to pay the Alliance for services according to such terms and conditions as may be established by the Executive Board and evidenced by separate contract between the Alliance and such entity. A Principal may convert or be converted to Subscriber status as provided in Sections 10,13.d and 13.i, and a Subscriber that is formed as a municipal corporation under the laws of the state of Washington may convert to a Principal as described in Section 10.
- u. Supermajority Vote. A “Supermajority Vote” means the affirmative vote of not less than sixty-six percent (66%) of the total Weighted Votes of the Executive Board, and not less than sixty-six percent (66%) of the total number of the Executive Board Members.
- v. Weighted Vote. A “Weighted Vote” means a vote in which the vote of each Board Member representing a Principal is counted according to the proportional Population of each Principal in relationship to the total Population of all Principals.

#### **SECTION 4. GUIDING PRINCIPLES.**

It shall be the policy of the Alliance to adhere to the following principles to the best of its abilities and as is reasonably practical for the purposes of managing and operating the Alliance:

- a. Cost sharing is equitable;
- b. Risk is shared;
- c. Mission is not diluted;
- d. Focus is on providing strong and effective products;
- e. Roles and responsibilities are clearly defined;
- f. Benefit is clear and direct to Participants;
- g. Control and flexibility is retained by Participants;
- h. Business drives technology;

- i. Decision making is transparent and efficient;
- j. Innovation is supported; and
- k. Effectiveness and efficiency of programs and services is periodically confirmed by Executive Board review and consideration of options.

## **SECTION 5. PURPOSES OF ALLIANCE.**

The Alliance shall have the following purposes:

- a. Create regionally coordinated portal(s) for the delivery of public sector services via the Internet.
- b. Provide citizens and businesses a variety of services and information in a manner that is coordinated among participating jurisdictions, and efficiently integrated with internal operations.
- c. Provide a forum for the sharing of resources in the development and deployment of future public sector services, forging partnerships with other public and private entities that seek to enhance services, information and business process, and create a mechanism for cross-boundary staff collaboration, training, and work coordination for Alliance services and products.
- d. Create economies of scale among Participants, by coordinating and cooperating in joint purchasing, application development and other projects, from which Alliance Participants benefit.

## **SECTION 6. ALLIANCE SERVICES.**

- a. Generally. The Alliance has the responsibility to develop, own, operate, maintain, acquire and manage such Programs and Services as are currently provided by the Alliance, further described in Exhibit A and for managing the operations of the Alliance. It is expressly contemplated that this scope of services includes:
  - i. The implementation, operation and maintenance of replacement or upgrades of the Alliance Programs and Services as necessary or appropriate.
  - ii. The development and adoption of rules for access, use and maintenance of the Alliance by Participants and other users of Programs and Services.
  - iii. Any additional online public service Programs and Services as may be approved per Section 6.d.
  - iv. Other responsibilities reasonably necessary for the development, operation and maintenance of the Alliance.
  - v. Other related or ancillary services.

b. The Alliance is authorized to create and maintain a cooperative purchasing process, including but not limited to the creation of a small works roster and shared procurement portal. For so long as the Alliance maintains these operations, the Alliance shall be the lead agency for purposes of complying with the requirements of RCW 39.04.155, as it now exists or as hereafter amended and as authorized by RCW 39.34.030, as it exists now or as hereafter amended.

c. Limitation on Authority. The Alliance shall have no authority to set local policies, rates or charges, or take audit or enforcement action on behalf of any Participant.

d. Expansion of Scope of Services. As of the effective date of this Agreement, the Alliance offers those Programs and Services as described on Exhibit A. The Alliance may provide additional online public service Programs or Services only upon approval of a Supermajority Vote of the Executive Board.

e. Operating Policies and Rules for Use of Portal. In order to protect sensitive or confidential data, and assure the relationship between the Alliance and Participants remains fully functional and secure, the Executive Board shall adopt an Operations Policy. It is understood and agreed that the access and use of Alliance Programs and Services by any Principal or Subscriber is conditioned on that party's compliance with the Operations Policy. The Operations Policy will be regularly reviewed and updated by the Executive Board as necessary or appropriate.

f. Access by Principals to all Programs and Services. All Principals shall be entitled to use all Alliance Programs and Services, subject to the Principals compliance with the Operations Policy.

g. Requirement of Principals Use of Alliance Programs and Services. No Principal is required to use or deploy any Program or Service offered by the Alliance. Nothing in this Agreement shall be interpreted to preclude a Participant from using or deploying competing services or program similar in functionality to Alliance Programs and Services.

## **SECTION 7. ALLIANCE POWERS.**

Through its Executive Board, the Alliance shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and Chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Executive Board, as provided for in this Agreement, and including but not limited to the following:

- a. Recommend action to the legislative bodies of the Principals and to Subscribers;
- b. Review and adopt budgets for the Alliance, and approve budget expenditures;

- c. Establish policies for cost allocation and expenditures of budget items for the Alliance;
- d. Review and adopt a personnel policy for the Alliance (if applicable);
- e. Review and approve operating policies for the Alliance, its Programs and Services;
- f. Establish a fund or special fund or funds as authorized by RCW 39.34.030 for the operation of the Alliance;
- g. Conduct regular and special meetings as may be designated by the Executive Board consistent with the state Open Public Meetings Act (Ch. 42.30 RCW) as now or hereafter amended;
- h. Maintain and manage records in accordance with the state Public Records Act (Ch. 42.56 RCW) as now or hereafter amended, and other applicable state and federal laws and regulations;
- i. Determine what Programs and Services shall be offered through the Alliance and under what terms they shall be offered, consistent with Section 6;
- j. Retain and terminate an Executive Director;
- k. Appoint and terminate a Fiscal Agent to hold and manage the Alliance's funds;
- l. Direct the Operations Board, to review and make recommendations and carry out such functions and responsibilities as the Board may expressly provide, or create new committees for such purposes;
- m. Approve strategic plans;
- n. Approve Program Work Plans and receive periodic briefings on progress in implementing same;
- o. Approve the addition of new Principals and new Subscribers and the terms of their participation in the Alliance and receipt of Alliance Programs and Services;
- p. Enter into agreements with third parties for goods and services necessary to fully implement the purposes of this Agreement;
- q. Establish fees and charges for services provided to Participants or other parties, including but not limited to users of Alliance Programs and Services;
- r. Direct and supervise the activities of any committee and any advisory board established by the Executive Board and the Executive Director;
- s. Hear and resolve disputes between Participants and resolve change management issues that are not resolved at the Operations Board;
- t. Accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute such funds;
- u. Receive all funds allocated to the Alliance by Participants;

- v. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of Alliance;
- w. Sell, convey, lease, exchange, transfer, and otherwise dispose of all of its property and assets;
- x. Sue and be sued, complain and defend, in all courts of competent jurisdiction in Alliance's name;
- y. Make and alter bylaws for the administration and regulation of its affairs; and
- z. Any and all other lawful acts necessary to further the Alliance's goals and purposes; and
- aa. Except as expressly provided above, the Alliance shall not have the power or authority to issue debt in its own name.

The Alliance, as a joint instrumentality of its municipal corporation members under Chapter 39.34 RCW, shall have no powers or authority that is not held by Washington cities.

#### **SECTION 8. EXECUTIVE BOARD: COMPOSITION AND OPERATION.**

- a. Composition. The Executive Board shall be composed of one (1) Board Member from each Principal. Such representatives are referred to as a Board Member or Executive Board Member. The Executive Board may, by Supermajority Vote, add one or more non-voting *ex officio* Board Members to represent a Subscriber or Subscribers.
- b. Powers. The Executive Board shall have final decision making authority upon all policy issues and shall exercise the powers described in Section 7. The Executive Board may delegate responsibility for execution of Executive Board policies and directives and for day-to-day operational decision-making to the Executive Director, including the hiring and supervision of additional staff positions authorized by the Executive Board, subject to Section 12.
- c. Qualifications to Serve on Executive Board. To serve on the Executive Board, as either a voting or non-voting Board Member, a person must be the appointing agency's Chief Executive Officer (e.g., for a Principal that is a city, the Mayor or City Manager, or equivalent), or their deputy or equivalent.
- d. Conditions for Serving on Executive Board. All Executive Board Members and their alternates shall serve without compensation from the Alliance. However, the Alliance may pay for or reimburse Executive Board Members and alternates for reasonable out-of-pocket costs related to service on the Board.

e. Term of Office; Vacancies. Executive Board Members shall serve on the Executive Board for so long as they hold a position that qualifies them for the seat, unless the agency they represent elects to appoint another individual. Any vacancies shall be promptly filled by the appointing Principal.

i. Non-Voting Subscriber Representative(s) on Board. In the event the Board determines to add a Non-Voting Subscriber seat to the Board to represent more than one Subscriber, the Board shall determine the process to select and replace the Subscriber representative.

f. Alternates. Each Executive Board Member shall have a single alternate designated in writing. Alternates must be in a senior management position within their agency.

g. Quorum. A simple majority of the Board Members representing Principals (or their alternates) in number (excluding any Board Member which per Section 17 has given notice of withdrawal or which has been terminated by vote of the Executive Board) shall constitute a quorum of the Executive Board for purposes of taking action.

h. Voting. The Executive Board shall strive to operate by consensus. All Executive Board decisions on items not listed in Section 8.i shall require a Simple Majority Vote for approval. A Board Member may not split his or her vote on an issue. No voting by proxies or mail-in ballots is allowed. Voting by a designated Alternate is not considered a vote by proxy. A Board Member representing a Principal that has given notice of withdrawal or which has been terminated by vote of the Executive Board shall be authorized to cast votes at the Executive Board only on budget items to be implemented prior to the withdrawal or termination date

i. Items Requiring a Supermajority Vote for Approval:

- i. Adoption or amendment of the Bylaws or amendment of the Articles of Incorporation.
- ii. Admission of a new Principal.
- iii. Creating a non-voting seat for a Subscriber or Subscribers on the Executive Board.
- iv. Adding new Programs and Services.
- v. Appointing or removing the Executive Director.
- vi. Approving changes in the cost allocation consistent with Section 13.g to consider factors other than Population.
- vii. Reinstatement of a Principal that had been converted to a Subscriber due to delinquency in making payments (See Section 13.i).
- viii. Merger, consolidation, sale of all or substantially all assets of the Alliance (See Section 16).

- ix. Amendment of the Agreement (except for those amendments requiring approval of all legislative bodies of the Principals per Section 18).
- x. Termination or dissolution of the Alliance (See Section 19).
- xi. Any other action actions requiring a Supermajority vote under Chapter 24.06 RCW.

j. Officers. The Executive Board shall have four officers, a Chair, Vice-Chair, Secretary and Treasurer. It will be the function of the Chair to preside at the meetings of the Executive Board. The Vice-Chair shall assume this role in absence of the Chair. At the first meeting of the Executive Board following the effective date of this Agreement, the officers shall be elected, and shall serve in this capacity through May 1, 2016, whereupon a new Chair and Vice-Chair shall be elected by the Executive Board. Biennially thereafter, the Executive Board shall elect a new Chair and Vice-Chair for two (2) year terms commencing each May 1. The Chair and Vice-Chair must be Board Members. In the event of a vacancy in the Chair position, the Vice-Chair shall assume the Chair for the balance of the term of the departed Chair. In the event of a vacancy in the Vice-Chair position, the Executive Board shall elect a new Vice-Chair to serve to the balance of the term of the departed Vice-Chair. An officer elected to fill the unexpired term of his or her predecessor shall not be precluded from serving one or more full annual terms of office following the end of such unexpired term. Any officer appointed by the Executive Board may be removed by vote of the Executive Board, with or without cause, in which event the Executive Board shall promptly elect a new officer who shall serve until the next regular officers' board term begins. The Executive Board may appoint persons other than Board Members of the Executive Board to serve as Secretary and Treasurer of the Alliance. The duties of all officers shall be further described in the Bylaws.

k. Staffing. The Executive Director shall assign agency staff to support the Executive Board as he or she deems appropriate.

l. Meetings. The Executive Board shall meet as often as it deems necessary and not less than once a year, at a time and place designated by the Chair of the Executive Board or by a majority of its Board Members. Not less than fourteen (14) days advance notice of regular meetings shall be given. Special meetings may be called by the Chair or any two (2) Board Members upon giving all other Board Members not less than ten (10) days prior notice. In an emergency, the Executive Board may dispense with written notice requirements for special meetings, but must, in good faith, implement best efforts to provide fair and reasonable notice to all Executive Board Members. Board Members (or alternates) may participate in meetings by telephone conference or equivalent means of voice communication. At all times the Executive Board shall comply with Ch. 42.30 RCW (Open Public Meetings Act).

m. Articles of Incorporation and Bylaws. Unless otherwise provided in the Articles and Bylaws or vote of the Executive Board, upon the request of any Board Member of the

Executive Board, Robert's Revised Rules of Order shall govern any proceeding of the Executive Board.

n. Consultation with Operations Board. It is the intent of this Agreement to seek the active participation and advice of Participants in the determination of Alliance policies and management. To the extent practicable, all items to come before the Executive Board shall have been previously subject to the review, comment and recommendation of the Operations Board and the Executive Board shall consider input from the Operations Board in its deliberations.

## **SECTION 9. OPERATIONS BOARD.**

a. Role and Responsibilities. An Operations Board shall be established to provide advice and recommendations to the Executive Board. The Executive Board may determine to direct the Operations Board to perform specific responsibilities within parameters defined by the Executive Board. The Operations Board shall endeavor to promote interagency collaboration, cooperation and information sharing between Alliance Principals and Subscribers.

b. Membership. Membership of the Operations Board shall include one (1) Representative from each Principal, appointed by the Executive Board Member representing that Principal, plus such additional Subscriber Representatives as the Executive Board may determine. Each Principal shall appoint in writing a designated alternate to serve on the Operations Board in case of absence of the primary Representative.

c. Qualification to serve on Operations Board. Representatives and their alternates shall be staff from the Principal (or Subscriber) they represent, and have broad authority within their organization to coordinate internally and represent their agency on Operations Board matters. Persons serving on the Operations Board (or alternates) shall serve without compensation from the Alliance.

d. Officers, Voting, Meeting Rules. The officers, voting and meeting rules for the Operations Board shall be set forth in the Alliance Bylaws.

e. Staffing. The Operations Board shall be staffed by the Executive Director and such additional agency staffing as the Executive Director may deem appropriate.

## **SECTION 10. CONVERSION OF STATUS OF PRINCIPALS; ADDITION OF NEW PRINCIPALS OR SUBSCRIBERS.**

a. Loss of Principal Status. As described in Sections 13.d and 13.i hereof, a Principal shall be converted to Subscriber for failure to approve its share of the budget or for

delinquency in payment of charges and fees. On the date of such conversion, said former Principal shall:

- i. lose its representation on the Executive Board;
- ii. lose its right to receive a share of the Alliance assets upon dissolution of the Alliance;
- iii. become subject to payment of charges and fees in accordance with the then applicable payment formula for Subscribers; and
- iv. be bound by the terms of the then current Subscriber service contract.

The conversion of a Principal to Subscriber shall not discharge or relieve any Principal of its obligations to the Alliance or any other Participant.

b. Election to Convert to Subscriber: A Principal may elect to convert to Subscriber status effective the first day of the next budget period by giving notice of its intent to the Governing Board not less than nine (9) months in advance of such effective date. Such conversion shall be effective as proposed without further action of the Executive Board, barring any basis for terminating the Principal and action thereon by the Executive Board.

c. New Principals: Subject to the terms of subsection (i) below, a municipal corporation otherwise meeting the qualifications of a Principal in Section 3.0 hereof may be admitted to the Alliance upon Supermajority Vote of the Executive Board and its approval and execution of a document confirming same. Similarly, a Subscriber may apply to the Executive Board to be converted to Principal status. As a condition of becoming a Principal, whether by conversion or new admission, the Executive Board may require payment or other contributions or actions by the new Principal as the Executive Board may deem appropriate, and may set such start date for service as it deems appropriate, it being the intention that the addition of new Principals shall not cause then-existing Principals or Subscribers to incur additional costs.

- i. If accurate data on the Population of an agency otherwise qualified to be a Principal is not readily available to the satisfaction of the Board, then such agency may not be admitted as a Principal until and unless this Agreement is amended in order to provide a mechanism for the calculation of: (1) the Weighted Vote of such agency; and (2) the calculation of the cost allocation as between the agency and other Principals per Section 13.g. Such amendments must be approved by the legislative authorities of each Principal as required by Section 18.

d. New Subscribers. The determination of whether to accept Subscribers shall be made by the Executive Board in a manner similar, and subject to such terms and conditions, as that for accepting new Principals, it being the intention that the addition of new Subscribers shall not cause then-existing Principals or Subscribers to incur additional costs.

**SECTION 11. STAFFING AND PROGRAM COMMITTEES.**

a. Generally. The Alliance shall be staffed in such manner as the Executive Board determines, including but not limited to the use of loaned employees from Principals, consultants or other service providers, purchase of services from Principals or others, or hiring staff, or any combination of the foregoing.

b. Program Committees. As may be directed by the Executive Board, Participants shall designate staff to participate in Program Committees tasked with assisting the Executive Director in the development and implementation of Program Work Plans. Program Work Plans shall be submitted for Executive Board consideration, and implemented consistent with the conditions of Executive Board action.

c. Program Work Plan Implementation Disputes. Program Committees shall submit any unresolved Program Work Plan implementation disputes to the Operations Board for its decision. If the Operations Board is unable or fails to resolve a dispute in a timely manner, it shall be forwarded to the Executive Board for resolution.

**SECTION 12. ALLIANCE EXECUTIVE DIRECTOR.**

a. Alliance Executive Director Appointment, Responsibilities and Authority. The Executive Board shall be responsible for the appointment and termination of an Executive Director of the Alliance. The Executive Director shall:

- i. Be responsible and report to the Executive Board and advise it from time to time on budget and other appropriate matters in order to fully implement the purposes of this Agreement;
- ii. Develop and submit to the Executive Board a proposed budget, after seeking input on same from the Operations Board;
- iii. Consult with the Operations Board regarding Alliance operations, Programs and Services;
- iv. Administer the Alliance in its day-to-day operations consistent with the policies adopted by the Executive Board; and
- v. Appoint persons to fill other staff positions, subject to confirmation by the Executive Board as the Board may require.

b. Qualifications, Retention, and Termination. The Executive Director shall have experience in technical, financial and administrative fields and his or her appointment shall be on the basis of merit only. The Executive Director is an “at will” position and may be terminated from his or her position as Executive Director upon the Supermajority Vote of the Executive Board, without cause. The Executive Board shall consult with the Operations Board in the evaluation and selection of the Executive Director.

c. Legal Counsel, Accountants and Auditors. Only the Executive Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. Other consultants may be designated in such manner as the Executive Board may determine subject to Sections 7 and 8.

d. Contracts and Support Services. Subject to such additional requirements as may be set forth in the Bylaws, the Executive Director with advice of the Operations Board shall as necessary contract with appropriate local governments or other third parties for staff, supplies and services.

e. Fiscal Agent and Administrative Services. The Executive Board may contract with a Participant or Participants to provide Fiscal Agent and financial management services for the Alliance, including but not limited to records, payroll, accounting, purchasing and data processing.

### **SECTION 13. BUDGET; COST ALLOCATION; PAYMENT OF CHARGES; DELINQUENCIES; RESERVE FUNDS.**

a. Budget Fiscal Year. The budget fiscal year shall be either the calendar year, or two calendar years as the Executive Board may determine. The “budget period” corresponds to the fiscal year or years so determined by the Board.

b. Budget Approval. The Executive Director shall develop the proposed operating budget in consultation with the Operations Committee. The Executive Director and Executive Board shall use best efforts to meet the scheduled budget dates set forth in this Section but failure to meet such dates shall not constitute a breach of this Agreement.

- i. The Executive Director shall present a proposed budget to the Executive Board by no later than **June 15** prior to the commencement of the budget period, together with the Operation Committee’s recommendations with respect to the proposed budget.
- ii. By no later than **July 31**, the Executive Board shall (1) review and revise the draft budget as it deems appropriate; (2) approve the draft budget (including proposed charges to Participants and any user fees); and (3) forward the same to Principals. The approved draft budget, and all proposed fees and charges shall be forwarded to Subscribers no later than **September 15**.

- iii. The final budget shall be adopted by vote of the Executive Board effective no later than **December 31** prior to commencement of the budget period, after receiving information as to:
1. which Subscribers will be continuing to contract with the Alliance; and
  2. which Principals have or will approve their shares of the Alliance budget, based on action or information from such Principals received by the Alliance no later than **December 1**.
- iv. Vote Required to Approve Budget. A Simple Majority Vote of the Executive Board is required to approve the draft and final budget.
- c. Payment of Charges. The Executive Board shall determine the timing of payments by Participants.
- d. Failure of a Principal to Approve Budget Share. Failure of a Principal to approve its share of the budget before the commencement of the budget period shall result in the Principal being converted to Subscriber status effective as of the first day of the budget period for which it did not approve its budget share.
- e. Notification of Final Adopted Budget. Promptly following final adoption of the budget by the Executive Board, the Executive Director shall provide notice to all Principals and Subscribers as to the terms of the final adopted budget, including their share of Alliance costs, charges and fees, and the payment schedule.
- f. Budget Modifications. Modifications to the budget shall be approved by a Simple Majority Vote of the Executive Board as necessary from time to time to account for changes in expenditures and revenues.
- g. Cost Allocation. The costs of funding the approved Alliance budget, net of all estimated revenue chargeable to Subscribers and all other revenues, shall be generally allocated between all Principals based on their relative Population as compared to all other Principals. Nothing in this Agreement shall be construed to prohibit the Executive Board from including factors in addition to Principal Population or making other equitable adjustments in the cost allocation formulas, so long as the primary basis for allocation as between Principals remains Population, and any adjustment in the cost allocation formulas must be approved by a Supermajority Vote.

h. Subscriber Charges and User Fees. The Alliance shall impose such reasonable Subscriber charges as the Executive Board may determine, and may also impose user fees on others for use of Alliance Programs and Services, in order to recoup costs of Alliance operations, reserves and any other Alliance costs.

i. Delinquencies. Alliance policies and practices with respect to providing notice of, and charging interest on, late payments owing to the Alliance from Principals and Subscribers shall be established by action of the Executive Board, subject to Section 10. If such fees and interest penalties (if any), are not paid in full within 60 days of the original due date, then the Principal delinquent in payment of fees shall upon such 60<sup>th</sup> day be deemed immediately converted to the status of a Subscriber and subject to penalty as described in Section 10 A Principal that has been converted to Subscriber status per the preceding sentence may appeal to the Executive Board to be reinstated as a Principal, and approval of any such appeal shall require Supermajority Vote of the Executive Board. In the event a Principal converted to Subscriber status by non-payment of fees shall not have paid in full all fees and interest owing by six (6) months after the original due date, then the Executive Board may terminate provision of the Alliance's services to that former Principal. After one (1) year, the nonpaying former Principal shall be deemed to have withdrawn from this Agreement, but the termination of services shall not absolve the former Principal of its obligation to pay all fees and charges past due, together with any interest charges owing per Board policy.

j. Reserve Funds. The Executive Board may establish and fund reserve funds to support operations or capital investments for the Alliance, at levels the Executive Board determines to be appropriate.

k. Use of Funds. Consistent with any use imposed on particular funds by statute, ordinance, Board resolution, contract, this Agreement or the Bylaws, the Alliance may use any available funds for any purpose authorized by this Agreement in connection with an authorized project.

#### **SECTION 14. FISCAL AGENT; RETAINED AUTHORITY AND RESPONSIBILITY OF PARTICIPANTS.**

a. Fiscal Agent. The Alliance may have a lead administering agency, designated by the Executive Board, to carry out administrative functions and act as the Fiscal Agent for the Alliance. The Fiscal Agent, if any, will have all power and authority necessary or appropriate to: (i) deposit, manage and expend monies from Alliance funds in furtherance of the purposes of this Agreement; and (ii) carry out the provisions of any applicable service level agreement ("SLA") between Fiscal Agent and the Alliance. The Fiscal Agent may cease serving as the Fiscal Agent upon six months written notice to the Executive Board or as otherwise provided in the SLA.

b. Retained Authority and Responsibilities. Notwithstanding subsection 14.a above, each Participant shall retain the responsibility and authority for its operational departments and for such equipment and services as are required at its place of operation to connect to Alliance online Programs and Services, including but not limited to each Participant's computer and data systems managing processes. Each Participant shall also retain the responsibility and authority for managing and maintaining the security and privacy of all data that the Participant links to Alliance online Programs and Services. Inter-connecting equipment and services will not be included in Alliance budget and operational program, except as the Executive Board may determine.

## **SECTION 15. OWNERSHIP OF PROPERTY.**

a. Ownership of Property. The Alliance's existing interests in real, personal and intellectual properties (collectively, "Alliance properties") are hereby assigned and transferred to the newly reorganized Alliance. By approving and executing this Agreement, each Principal, assigns and transfers any and all interest in Alliance properties to the Alliance, which will own and manage the Alliance properties pursuant to this Agreement.

b. Loaned Property. Notwithstanding the foregoing Section, if any Participant provides equipment or furnishings for Alliance use, the title to the same shall rest with the respective Participant unless that equipment or furnishing is acquired by the Alliance.

c. Data. Each Participant shall retain ownership of its own data and property that may be used in connection with Alliance Programs and Services or other Alliance operations.

d. License Rights to Alliance Intellectual Property. Each Principal has a license to use the Alliance intellectual property, for so long as each Principal remains a Principal member of the Alliance in good standing. This license right shall survive termination of this Agreement, for any Principal that is a party in good standing to the Agreement as of the date of termination of the Alliance. No Principal may use licensed Alliance intellectual properties in a manner that competes with the Alliance. Subscribers shall have such license rights to use Alliance intellectual property as may be prescribed by separate agreement between the Alliance and a Subscriber.

e. Intellectual Property Developed at Request and Expense of Alliance. Any software code or other intellectual property developed, created, or improved at the request and expense of the Alliance, including without limitation work undertaken by city or other Principal or Subscriber agency staff pursuant to a contract with the Alliance, is the property of the Alliance.

f. Work Product/Confidentiality. All work product including records, data, information, development notes, discs, magnetic media, files, designs, sketches, finished or

unfinished documents or other documents, material or data created in performance of this Agreement is the property of the Alliance. All such work product shall be kept confidential by all the Principals and Subscribers and the Principal's and Subscriber's employees and agents and shall not be made available to any individual or organization by any Principal or Subscriber without the prior written consent of the Executive Board or unless required pursuant to court order, the Public Records Act or other applicable law.

#### **SECTION 16. MERGER OR CONSOLIDATION, OR SALE OF ALL OR SUBSTANTIALLY ALL ASSETS.**

Approval of the merger or consolidation of the Alliance with another entity, or the sale of all or substantially all assets of the Alliance, shall require a Supermajority Vote.

#### **SECTION 17. WITHDRAWAL BY, OR TERMINATION OF, A PRINCIPAL.**

a. Notice and Timing. Any Principal may withdraw its membership and terminate its participation in this Agreement by providing written notice to the Executive Board on or before December 31 in any year, and the Executive Board shall promptly inform all other Principals of such notice. That withdrawal shall become effective on the last day of the next calendar year.

b. Rights of departing Principal. Departing Principals shall have rights to copies of all data held by the Alliance relating specifically to the Principal. Any Principal withdrawing from the Alliance forfeits its interests in any of the property or intellectual property owned by the Alliance and any future revenues associated with Alliance products and/or services.

c. The termination and/or withdrawal of a Principal shall not discharge or relieve any Principal of its obligations to the Alliance or other Participants incurred prior to the effective date of the Principal's withdrawal. In particular but without limitation, a Principal converted to Subscriber status due to delinquency per Section 13.i. shall be obligated to pay its full allocation of the approved Alliance budget for the budget year in which the Principal was delinquent.

#### **SECTION 18. AMENDMENT OF AGREEMENT.**

This Agreement may be amended upon approval of a Supermajority Vote of the Executive Board except that any amendment affecting the following shall require consent of the legislative authorities of all Principals:

- a. Expansion of the scope of services provided by the Alliance beyond the scope of expansion authorized in Section 6.d;
- b. The terms and conditions of membership on the Executive Board;
- c. Voting rights of Executive Board Members;
- d. Powers of the Executive Board;

- e. Principal contribution responsibilities inconsistent with Section 13.g;
- f. Hold harmless and indemnification requirements;
- g. Provisions regarding duration, termination or withdrawal; and
- h. The conditions of this Section.

This Section shall not be construed to require legislative authority consent for the addition of a new Principal or agreement to serve an additional Subscriber, or to expand or contract the services purchased by any Principal or Subscriber or offered by the Alliance as authorized in Section 6.d.

## **SECTION 19. TERMINATION OF AGREEMENT; DISSOLUTION OF ALLIANCE.**

a. Generally. This Agreement may be terminated upon the approval of a Supermajority Vote of the Executive Board. The termination shall be by direction of the Executive Board to wind up business by a date specified by the Executive Board, which date shall be at least one (1) year following the date of the vote to terminate. Upon the final termination date, this Agreement shall be fully terminated.

b. Distribution of Property on Termination of Agreement. Upon termination of this Agreement, all property acquired during the life of the Agreement remaining in ownership of the Alliance shall be disposed of in the following manner:

- i. Real or Personal Property. All real or personal property purchased pursuant to this Agreement and all unexpended funds or reserve funds, net of all outstanding Alliance liabilities, shall be distributed to those Principals still participating in the Alliance on the day prior to the termination date and shall be apportioned between Principals based on the ratio that the average of each Principal's contributions to the operating budget over the preceding five (5) years bears to the total of all then remaining Principals' operating budget contributions paid during such five-year period. The Executive Board shall have the discretion to allocate the real or personal property and funds as it deems appropriate, and the apportionment, determined consistent with the preceding sentence, need not be exact.
- ii. Intellectual Property Rights. Principals and Subscribers shall retain the right after termination of the Alliance to their respective specific data then held by the Alliance or its vendors. Upon termination of the Alliance, each Principal will be provided a then-current version of software and data templates (absent any confidential data) for any and all Alliance Programs or Services so that each Principal may continue its non-exclusive use of such Program or Service. Any use or sale of such software or data templates by any Principal after termination of the Alliance shall not limit or otherwise

impact the rights of other Principals without their express consent. Notwithstanding the foregoing, the Executive Board may determine to sell intellectual property owned by the Alliance upon termination, in which case each Principal shall receive a share of the proceeds of sale consistent with the allocation described in subsection “i” above. Any such sale will not limit or otherwise impact the Principals’ rights to use the software and data templates provided after termination of the Alliance. The terms of this subsection shall survive expiration or termination of the Agreement.

- iii. Loaned Property. In the event of dissolution or termination of the Alliance, assigned or loaned assets shall be returned to the lending entity.
- iv. Allocation of Liabilities. In the event outstanding liabilities of the Alliance exceed the value of personal and real property and funds on hand, all Principals shall contribute to retirement of those liabilities in the same manner as which they would share in the distribution of properties and funds per subsection “i” above.

c. Notwithstanding the foregoing, the Agreement may not be terminated if to do so would abrogate or otherwise impair any outstanding obligations of the Alliance, unless provision is made for those obligations.

## **SECTION 20. DISPUTE RESOLUTION.**

a. Whenever any dispute arises between a Principal or the Principals or between the Principals and the Alliance (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this Section, which shall also be binding on Subscribers entering into new or amended contracts for service with the Alliance after the effective date of this Agreement. The terms of this provision shall not apply to disputes arising in connection with the implementation of Program Work Plans.

b. The parties shall seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Executive Director, and a representative(s) of the Principal(s), if a Principal(s) is involved in the dispute, and/or a person designated by the Subscriber(s), if a Subscriber(s) is involved in the dispute.

c. If the parties do not come to an agreement on the dispute or concern, any party may request mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The mediator(s) shall be mutually agreed upon and shall be skilled in

the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation and assume their own costs.

## **SECTION 21. INSURANCE.**

The Executive Board, Executive Director, and Operations Board shall take such steps as are reasonably practicable to minimize the liability of the Participants, including but not limited to the utilization of sound business practice. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of the Alliance and the activities of the parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/ Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk), and shall direct the acquisition of same.

## **SECTION 22. INDEMNIFICATION AND HOLD HARMLESS.**

a. Provisions regarding the "Fiscal Agent" in this section shall apply when a Principal is acting as Fiscal Agent. In the event the Fiscal Agent appointed by the Executive Board is not a Principal or government agency, the agreement between the Alliance and the Fiscal Agent shall establish the applicable indemnification and hold harmless provisions.

b. Each Principal shall indemnify and hold other Principals, their officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees and costs ("Damages"), arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Principal.

c. Each Principal shall indemnify and hold the Alliance and its officers, officials, employees and volunteers harmless from any and all Damages arising out of that Principal's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by the Alliance.

d. As provided in its Articles of Incorporation, the Alliance shall indemnify and hold each Principal its officers, officials, employees and volunteers harmless from any and all Damages arising out of the Alliance's acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries and damages are caused by any Principal.

e. Subscribers entering into new or amended service contracts with the Alliance after the effective date of this Agreement shall be required to agree to indemnify and hold each Principal and the Alliance and the Fiscal Agent, their officers, officials, employees and

volunteers harmless from any and all Damages arising out of the Subscriber's acts or omissions in connection with its use of the Alliance Programs and Services.

f. Further, the Alliance and each Principal shall indemnify, and hold the Fiscal Agent harmless from any and all Damages arising out of that Principal's or the Alliance's acts or omissions in connection with the performance of their respective obligations under this Agreement, except to the extent the injuries and damages are caused by the Fiscal Agent.

g. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a party hereto and the Alliance, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided in this Section constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

h. Each party shall give the other parties proper notice as provided in Section 24, of any claim or suit coming within the purview of these indemnities. Termination of this Agreement, a Principal's withdrawal from the Alliance, or a Principal's conversion to Subscriber status (collectively for purposes of this subparagraph "Termination"), shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those indemnities and which shall have occurred prior to such Termination.

### **SECTION 23. INTERGOVERNMENTAL COOPERATION.**

The Alliance shall cooperate with local, state and federal governmental agencies in order to maximize the utilization of any grant funds for equipment and operations and to enhance the effectiveness of the Alliance's operations and minimize costs of service delivery.

### **SECTION 24. NOTICE.**

Notices required to be given to the Alliance under the terms of this Agreement shall be directed to the following unless all Principals are otherwise notified in writing:

Chair, Alliance Executive Board  
c/o his/her Principal agency's address

Notices to Principals or Subscribers, Board Members or Representatives required hereunder may be given by mail, overnight delivery, facsimile or email (with confirmation of transmission),

telegram, or personal delivery. Each Principal shall provide the Chair of the Alliance Executive Board written notice of the address for providing notice to said Principal. Any Principal wishing to change its mail or email address shall promptly notify the Chair of the Executive Board. Notice or other written communication shall be deemed to be delivered at the time when the same is postmarked in the mail or overnight delivery services, sent by facsimile or email (with confirmation of transmission), sent by telegram, or received by personal delivery.

#### **SECTION 25. VENUE.**

The venue for any action related to this Agreement shall be in the Superior Court in and for King County, Washington at Seattle, or if applicable, in Federal District Court, Western District of Washington.

#### **SECTION 26. FILING.**

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the King County Department of Executive Services Division of Records and Licensing Services, or its successor, Records and Elections, or, alternatively, listed by subject on a Principal's web site or other electronically retrievable public source.

#### **SECTION 27. NO THIRD PARTY BENEFICIARIES.**

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

#### **SECTION 28. SEVERABILITY.**

The invalidity or any clause, sentence, paragraph, subdivision, section or portion of this agreement shall not affect the validity of the remainder of the Agreement.

#### **SECTION 29. RATIFICATION.**

All prior acts taken by the Principals and the Alliance consistent with this Agreement are hereby ratified and confirmed.

**SECTION 30. EXECUTION, COUNTERPARTS AND EFFECTIVE DATE.**

This Agreement and any amendments thereto, shall be executed on behalf of each Principal by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance. This Agreement may be executed in any number of counterparts, each of which shall be an original, but those counterparts will constitute one and the same instrument. This Agreement shall be deemed adopted and effective as of March 1, 2014, subject to: (1) approval by the legislative bodies of Principals representing not less than 88% of the Weighted Votes of the Executive Board as of January 1, 2014; (2) withdrawal from the Original Agreement prior to March 1, 2014, by any city party to the Original Agreement declining to approve this Agreement, and (3) prior filing of the Agreement as required by Section 26.

IN WITNESS WHEREOF, this Agreement has been executed by each party on the dates set forth below.

**CITY OF BELLEVUE**

**CITY OF BOTHELL**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

Approved as to form  
City Attorney

Approved as to form  
City Attorney

**CITY OF ISSAQUAH**

**CITY OF KENMORE**

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

Approved as to form  
City Attorney

Approved as to form  
City Attorney

**CITY OF KIRKLAND**

**CITY OF MERCER ISLAND**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

Approved as to form  
City Attorney

Approved as to form  
City Attorney

\_\_\_\_\_

\_\_\_\_\_

**CITY OF SAMMAMISH**

**CITY OF SNOQUALMIE**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Approved as to form  
City Attorney

Approved as to form  
City Attorney

\_\_\_\_\_

\_\_\_\_\_

**CITY OF WOODINVILLE**

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

Approved as to form  
City Attorney

\_\_\_\_\_

## **Exhibit A**

### **Current Scope of Alliance Programs and Services**

As of the date of this Agreement, the Alliance offers the following Programs and Services for subscription by Principals and Subscribers:

**MyBuildingPermit.com**: Provides one-stop online development service applications, inspection scheduling, permit status information, and tip sheets for government agencies in the Puget Sound region. Services include online over-the-counter and plan review applications including building, clearing & grading, electrical, fire, land use, mechanical, plumbing, right-of-way, sign, utilities; construction tip sheets & checklists; online permit status & history; and online inspection scheduling.

**MyParksandRecreation.com**: A single online location for searching the region for parks, trails and facilities provided by participating City Principals and Subscribers. Includes search capabilities for parks, trails and facilities; find recreation classes and activities; online registration; and contact and sign-up information.

**NWMaps.net**: Gives access to map-based information quickly and visually. Provides information about where users live, might open a business, or spend leisure/recreational time. Includes interactive mapping tool; property and community information; public facilities, schools, parks, trails; and community demographic and zoning information.

**NWProperty.net**: Provides a comprehensive listing of commercial property for sale and lease, demographic reports, and public data. Includes the ability to find available commercial property; interactive mapping tool; business demographics; city-wide demographics; and property data and more.

**SharedProcurementPortal.com**: A regional website that consolidates procurement services, making it easy for government and businesses to work together. The shared procurement portal offers features including: business opportunities from the Alliance members posted to a consolidated board where vendors can view and respond; automatic email or fax notifications of the business opportunities by categories/commodities; ability to electronically submit bids or proposals to member agencies; vendor registration with multiple users, contacts, attachments, and applications; and the ability to receive award results/postings electronically.

**GovJobsToday.com**: Allows job-seekers to view and apply for public sector jobs, in the Puget Sound region, at one convenient location. Includes online job applications; regional government job listings; online review and screening; secure, on-line application status, and compensation and classification data.

**ARTICLES OF INCORPORATION**

**OF**

**eCITYGOV ALLIANCE**

The undersigned, in order to form a not for profit corporation under Chapter 24.06 of the Revised Code of Washington (“RCW”), and pursuant to Chapter 39.34 RCW, hereby sign and deliver the following Articles of Incorporation:

**ARTICLE I — NAME**

The name of this corporation is:

eCITYGOV ALLIANCE

**ARTICLE II — DURATION**

The period of duration of the eCITYGOV Alliance (the “ALLIANCE”) is perpetual.

**ARTICLE III — PURPOSES**

ALLIANCE is organized on behalf of and as an instrumentality of its governmental members to carry out certain exclusively governmental activities and the purposes of the Amended and Restated Interlocal Agreement Establishing eCityGov Alliance (the “Interlocal Agreement”) pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. These purposes include developing, owning, operating and managing and maintaining online public service programs and services as further described in the Interlocal Agreement.

**ARTICLE IV — PROHIBITED ACTIVITY**

Notwithstanding any of the provisions of these Articles of Incorporation, the ALLIANCE shall not conduct or carry on activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Sections 115 of the Internal Revenue Code or by an organization, contributions to which are deductible under Section 170(c)(2). No part of the net earnings of the ALLIANCE shall inure to the benefit of any director, officer or private individual. No substantial part of the activities of the ALLIANCE shall be devoted to the carrying on of propaganda, or otherwise attempting to influence legislation except as may be permitted by the Internal Revenue Code, and the ALLIANCE shall not participate in, or intervene in (including the publication or distribution of statements regarding) any political campaign on behalf of or in opposition to any candidate for public office. The ALLIANCE shall not have or issue shares of stock, shall not make any disbursement of income to its directors or officers, and shall not make loans to its officers or directors.

## ARTICLE V — POWERS

In general, and subject to such limitations and conditions as are or may be prescribed by law, or in these Articles of Incorporation or in the ALLIANCE’S Bylaws or in the Interlocal Agreement, the ALLIANCE shall have all powers which now or hereafter are conferred under Chapters 24.06 and 39.34 RCW and other applicable law upon a corporation organized for the purposes set forth above, or are necessary or incidental to the powers so conferred, or are conducive to the attainment of the ALLIANCE’s purposes.

## ARTICLE VI — MEMBERS

Each Member of ALLIANCE must be a municipal corporation formed and existing under the laws of the state of Washington and meeting the other requirements described in the Interlocal Agreement. As used in these Articles, the term “Members” means “Principals” as defined in the Interlocal Agreement. The rights and responsibilities of the Members/Principals and the manner of their election, appointment, or admission to membership and termination of membership shall be as provided for in the Interlocal Agreement. The ALLIANCE shall have one class of Members/Principals, except that each Member/Principal may be treated as a separate class for calculating votes as provided for in the Interlocal Agreement.

## ARTICLE VII — DISTRIBUTIONS UPON DISSOLUTION

No director, trustee or officer of the ALLIANCE, nor any private individual, shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the ALLIANCE or the winding up of its affairs. Upon dissolution of the ALLIANCE, after paying, satisfying, and discharging, or making adequate provision therefor, of all liabilities and obligations of the ALLIANCE, and after returning, transferring, or conveying assets held by the ALLIANCE requiring return, transfer, or conveyance on condition of the dissolution, all remaining assets of the ALLIANCE shall be distributed by the Executive Board as provided for in the Interlocal Agreement.

## ARTICLE VIII — DISSENTING MEMBERS

“Dissenting members,” as that term is used in RCW 24.06.245 through 255, will be entitled to the rights and allocation of assets set forth in the Interlocal Agreement, but may be limited to “a return of less than the fair value” of their membership as that term is used in RCW 24.06.255.

## ARTICLE IX — BYLAWS

Provisions for the regulation of the internal affairs of the ALLIANCE shall be set forth in the Bylaws of the ALLIANCE.

ARTICLE X — REGISTERED AGENT

The address of the initial registered office of the ALLIANCE is eCityGov Alliance, c/o City of Bellevue 450 100<sup>th</sup> Avenue, Bellevue WA 98004. The name and address of its initial registered agent is the City Clerk (or his/her designee), City of Bellevue, 450 110<sup>th</sup> Avenue N.E., Bellevue, WA 98004.

ARTICLE XI — DIRECTORS

The initial board of directors (referred to in the Interlocal Agreement as the “Executive Board”) shall consist of nine (9) directors. The names and addresses of the persons who are to serve as initial directors are:

Brad Miyake, Interim City Manager  
City of Bellevue  
450 110th Avenue N.E.  
Bellevue, WA 98004

Bob Stowe, City Manager  
City of Bothell  
18304 101<sup>st</sup> Avenue N.E.  
Bothell, WA 98011

Bob Harrison, City Administrator  
City of Issaquah  
130 E. Sunset Way  
Issaquah, WA 98027

Nancy Ousley, Assistant City Manager  
City of Kenmore  
18120 68<sup>th</sup> Ave. N.E.  
Kenmore, WA 98028

Kurt Triplett, City Manager  
City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033-6189

Noel Treat, City Manager  
City of Mercer Island  
9611 S.E. 36<sup>th</sup> St.  
Mercer Island, WA 98040

Lyman Howard, Deputy City Manager  
City of Sammamish  
801 228<sup>th</sup> Avenue. S.E.  
Sammamish, WA 98075

Bob Larson, City Administrator  
City of Snoqualmie  
38624 S.E. River St.  
Snoqualmie, WA 98065

Alexandra Sheeks, Assistant to the City Manager  
City of Woodinville  
17301 133<sup>rd</sup> Ave. N.E.  
Woodinville, WA 98072

Directors may be removed as provided for in the Bylaws.

#### ARTICLE XII -- OFFICERS

The ALLIANCE shall have four officers, a President, Vice-President, Secretary and Treasurer. The President and Vice-President are referred to as the “Chair” and “Vice-Chair” respectively, in the Interlocal Agreement. The responsibilities of the officers shall be described in the ALLIANCE Bylaws.

#### ARTICLE XIII — INCORPORATORS

The names and addresses of the incorporators are:

1. City of Bellevue  
450 110th Avenue N.E.  
Bellevue, WA 98004
2. City of Bothell  
18304 101<sup>st</sup> Avenue N.E.  
Bothell, WA 98011
3. City of Issaquah  
130 E. Sunset Way  
Issaquah, WA 98027
4. City of Kenmore  
18120 68<sup>th</sup> Ave. N.E.  
Kenmore, WA 98028

5. City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033-6189
6. City of Mercer Island  
9611 S.E. 36<sup>th</sup> St.  
Mercer Island, WA 98040
7. City of Sammamish  
801 228<sup>th</sup> Avenue. S.E.  
Sammamish, WA 98075
8. City of Snoqualmie  
38624 S.E. River St.  
Snoqualmie, WA 98065
9. City of Woodinville  
17301 133<sup>rd</sup> Ave. N.E.  
Woodinville, WA 98072

#### ARTICLE XIV — LIMITATION OF DIRECTOR LIABILITY

Except to the extent otherwise required by applicable law (as it exists on the date of the adoption of this Article or may be amended from time to time), a director of the ALLIANCE (a director is referred to as a “Member of the Executive Board” in the Interlocal Agreement) shall not be personally liable to the ALLIANCE for monetary damages for conduct as a director, except for liability of the director (i) for acts or omissions which involve intentional misconduct by the director or a knowing violation of law by the director, (ii) for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled, or (iii) for any act or omission occurring before the date when this provision becomes effective.

If the Washington Nonprofit Miscellaneous and Mutual Corporation Act (the “Act”) is hereafter amended to expand or increase the power of the ALLIANCE to eliminate or limit the personal liability of directors, then, without any further requirement of action by the directors of the ALLIANCE, the liability of a director shall be eliminated or limited to the full extent permitted by the Act. No amendment to or repeal of this Article shall adversely affect any right of protection of any director of the ALLIANCE occurring after the date of the adoption of this Article and prior to such amendment or repeal.

#### ARTICLE XV — INDEMNIFICATION

Except as provided in Article XIV, the ALLIANCE shall indemnify any director and officer of the ALLIANCE who is involved in any capacity in a proceeding (as defined in

RCW 23B.08.500, as presently in effect and as hereafter amended) by reason of the position held by such person or entity in the ALLIANCE to the full extent allowed by law, as presently in effect and as hereafter amended. By means of a resolution or of a contract specifically approved by the Board of Directors (referred to as the "Executive Board" in the Interlocal Agreement), the ALLIANCE may also indemnify an employee, or agent to such degree as the Board of Directors determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the ALLIANCE. Reasonable expenses incurred by a director or officer who is involved in any capacity in a proceeding by reason of the position held in the ALLIANCE, shall be advanced by the ALLIANCE to the full extent allowed by and on the conditions required by applicable law, as presently in effect and as hereafter amended.

The Board of Directors of the ALLIANCE shall have the right to designate the counsel who shall defend any person or entity who may be entitled to indemnification, to approve any settlement, and to approve in advance any expense. The rights conferred by or pursuant to this Article shall not be exclusive of any other rights that any person may have or acquire under any applicable law (as presently in effect and as hereafter amended), these Articles of Incorporation, the bylaws of the ALLIANCE, a vote of the Board of Directors of the ALLIANCE, or otherwise. No amendment to or repeal of this Article shall adversely affect any right of any director, officer, employee, or agent for events occurring after the date of the adoption of this Article and prior to such amendment or repeal.

The ALLIANCE shall also indemnify and hold harmless every Member/Principal, including, but not limited to that Member's/Principal's officers, directors, employees and agents from all claims, injuries, damages, losses or suits, including reasonable attorney fees and costs which arise out of acts and/or omissions of the ALLIANCE. To such degree as the board of directors/Executive Board determines to be reasonable, appropriate, and consistent with applicable law and to be in the best interests of the ALLIANCE, the ALLIANCE may also indemnify and hold harmless Subscribers, including, but not limited to that Subscriber's officers, directors, employees and agents from all claims, injuries damages, losses or suits, including reasonable attorney fees which arise out of acts and/or omissions of the ALLIANCE.

Nothing in these Articles of Incorporation may be interpreted as a waiver of sovereign immunity by any member.

Indemnification of directors and officers by the ALLIANCE shall be consistent with the terms of the Interlocal Agreement, the Act, the Interlocal Cooperation Act and other applicable law. In the event of any inconsistency between this Article and the Interlocal Agreement, the terms of the Interlocal Agreement shall control to the extent consistent with applicable law.

Notwithstanding any other provision of this Article, no indemnification shall be provided to any person if in the reasonable opinion of competent counsel, payment of such

indemnification would cause the ALLIANCE to lose its exemption from federal income taxation.

DATED as of this 1st day of March, 2014.

INCORPORATORS:

INCORPORATOR: City of Bellevue

INCORPORATOR: City of Bothell

\_\_\_\_\_  
By: Brad Miyake, Interim City Manager

\_\_\_\_\_  
By: Bob Stowe, City Manager

INCORPORATOR: City Issaquah

INCORPORATOR: City of Kenmore

\_\_\_\_\_  
By: Fred Butler, Mayor

\_\_\_\_\_  
By: Rob Karlinsey City Manager

INCORPORATOR: City of Kirkland

INCORPORATOR: City of Mercer Island

\_\_\_\_\_  
By: Kurt Triplett, City Manager

\_\_\_\_\_  
By: Noel Treat, City Manager

INCORPORATOR: City of Sammamish

INCORPORATOR: City of Snoqualmie

---

By: Ben Yazici, City Manager

---

By: Matthew R. Larson, Mayor

INCORPORATOR: City of Woodinville

---

By: Bob Leahy, City Manager

**CITY OF KIRKLAND****Police Department**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3400

www.kirklandwa.gov

---

**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Eric Olsen, Chief of Police  
Robert Balkema, Corrections Lieutenant

**Date:** February 4, 2014

**Subject:** Marysville Interlocal Agreement For Jail Services

**RECOMMENDATION:**

That the City Council approve the attached resolution approving and authorizing the City Manager to execute the Third Amendment to and Renewal of Interlocal Agreement for Jail Services between the City of Marysville and the City of Kirkland.<sup>1</sup>

**BACKGROUND DISCUSSION:**

The attached Amendment to and Renewal of the Interlocal Agreement (ILA) the City of Kirkland currently has with the City of Marysville for jail services is necessary as the fees have increased from \$64.81 per day to \$65.58 per day. Under the terms of the original ILA, the fees charged by Marysville increase each year at a rate of 100 percent of the June Seattle Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). The booking fee, which is also tied to the Seattle CPI-W June Index, is increasing from \$41.82 to \$42.32 per booking. Under the terms of the ILA, the rate increases are effective January 1<sup>st</sup> of each year. The fees and index language are included in Schedule A at the end of the attached ILA.

The City of Kirkland entered into an Interlocal Agreement with the City of Marysville for Jail services on October 6, 2006. On October 12, 2009, Kirkland and Marysville entered into the First Amendment to the Interlocal Agreement for Jail Services to renew the duration from January 1, 2010, through December 31, 2013. This amended and renewed ILA will be effective through December 31, 2017. There will be no additional funding requirements as these costs are already included in the 'Jail outside housing costs' for the 2013-2014 Budget.

The City of Kirkland has used this ILA with success since October 2006. It is important that this ILA continue as it gives the City of Kirkland options regarding the housing of inmates in other facilities. However, this ILA is on an "as needed" basis. There is no commitment to a certain number of beds. Once the Public Safety Building jail is opened, Kirkland may not need to execute the Marysville option very often or at all.

---

<sup>1</sup> The attached ILA amendment is actually the second amendment to the original agreement, not the third. The attached amendment, with the error in the title, was prepared by Marysville and approved by the Marysville City Council prior to being received by the City of Kirkland. This is a scrivener's error and will not affect the enforceability of the ILA.

RESOLUTION R-5036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE THIRD AMENDMENT TO AND RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND CITY OF MARYSVILLE FOR JAIL SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Kirkland wishes to continue to secure the use of additional jail bed capacity; and

WHEREAS, the City of Marysville is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

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 authorized to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A," which is entitled "Third Amendment to and Renewal of Interlocal Agreement for Jail Services."

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

**AFTER RECORDING RETURN TO:**

City of Marysville  
1049 State Avenue Suite 201  
Marysville, WA 98270

**THIRD AMENDMENT TO AND RENEWAL OF  
INTERLOCAL AGREEMENT  
FOR JAIL SERVICES – Kirkland  
Section 5 Duration: Renewal 2014-2017 and  
Amendment of Schedule “A”:  
Booking Fee \$42.32,  
Transport Fee \$42.32,  
Daily Maintenance Fee \$65.58,  
Effective January 1, 2014**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR JAIL SERVICES ("Amendment") is made and entered into by and between the CITY OF MARYSVILLE ("Marysville"), and the CITY OF KIRKLAND ("Kirkland").

WHEREAS, on October 6, 2006 Marysville and Kirkland entered into an Interlocal Agreement for Jail Services hereafter referred to as the "Agreement" recorded on November 9, 2006 with Snohomish County ; and

WHEREAS, on or about October 12, 2009 Marysville and Kirkland entered into the First Amendment to Interlocal Agreement for Jail Services renewing the duration from January 1, 2010 through December 31, 2013 and amending Schedule A;

WHEREAS, Marysville and Kirkland wish to renew the Agreement for an additional four year term from January 1, 2014 through December 31, 2017; and

WHEREAS, renewals of the Agreement are subject to agreement on the rate and payment for the booking fee and daily maintenance fee set forth in Schedule A of said Agreement.

WHEREAS, Marysville and the Kirkland have agreed to Amend **Schedule “A”** as

follows, Booking Fee from \$40 to 42.32, Transport Fee from \$40 to \$42.32 and Daily Maintenance Fee from \$62. To \$65.58 - Effective January 1, 2014 necessitating the amendment of the Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, Marysville and Kirkland mutually agree as follows:

1. Pursuant to Paragraph 5 **DURATION** of The Interlocal Agreement for Jail Services entered into between the parties on October 6, 2006 shall be amended to read as follows:

“The parties agree to renew this Agreement for an additional four-year term from January 1, 2014 to December 31, 2017. The parties may negotiate additional renewal periods.”

2. **Schedule “A”**, Booking Fee from \$40 to \$42.32, Transport Fee from \$40 to \$42.32 and Daily Maintenance Fee from \$60.00 to \$65.58 - Effective January 1, 2014 as adopted and attached to this agreement as **Schedule A**.

3. Except as provided herein, all other terms and conditions of the Interlocal Agreement for Jail Services dated October 6, 2006 and Amendments shall be in full force and effect unchanged. This Third Amendment to and Renewal of Interlocal Agreement for Jail Services shall be effective January 1, 2014.

4. **APPROVALS AND FILING**. Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of said party. The attested signature of the officials identified below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Snohomish County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9 day of December, 2013.

CITY OF KIRKLAND

CITY OF MARYSVILLE

By \_\_\_\_\_  
Kurt Triplett, City Manager

By Jon Nehring  
Jon Nehring, Mayor

DATE: \_\_\_\_\_

DATE: 12/9/13

APPROVED as to form:

\_\_\_\_\_  
Robin S. Jenkinson, City Attorney

APPROVED as to form:

Grant K. Weed  
Grant K. Weed, City Attorney

DATE: \_\_\_\_\_

DATE: 12-19-13

Attest: \_\_\_\_\_  
, City Clerk

Attest: April O'Brien  
April O'Brien, City Clerk  
Deputy

**SCHEDULE A**  
Effective January 1, 2014

<u>Booking Fee</u>	<u>\$42.32 **</u>
Should Marysville decide to collect booking fees pursuant to RCW 70.48.390 from the funds possessed by the prisoner or defendant directly at the time of booking, the booking fee to be paid by Kirkland for such prisoner or defendant shall be adjusted by a credit in favor of the Kirkland of that sum actually paid by the prisoner or defendant.	
<u>Inmate Transfer Administrative Fee</u>	<u>\$20.00</u>
In cases where Kirkland prisoners are relocated to another jail facility Kirkland agrees to reimburse Marysville for the actual rates and fees charged by such other jail facility.	
<u>Marysville Transportation Fee</u>	<u>\$42.32 per trip</u>
<u>Daily maintenance fee</u>	<u>\$65.58 **</u>
Bed space as needed based on space available	

**\*\*Yearly COLA Increase on Booking Fees and Daily Maintenance Fees**

Booking and Daily Maintenance Fees will be increased at a rate of 100% of the Seattle CPI-W June Index for the year prior with a minimum of 0% to a maximum of 2.25%. The rate increase will occur on January 1 of each year unless otherwise negotiated and agreed by the parties. (For example the June 2010 Seattle CPI-W index will set the amount of the January 1, 2011 increase to Booking and Daily Maintenance Fees.)



**CITY OF KIRKLAND**  
Department of Public Works  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
www.kirklandwa.gov

---

## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Bobbi Wallace, Wastewater Division Manager  
Pam Bissonnette, Interim Public Works Director

**Date:** February 6, 2014

**Subject:** Fats, Oils, and Grease (FOG) Fine Enforcement

### **RECOMMENDATION:**

It is recommended that the City Council adopts the enclosed ordinance update which provides needed language for Fats, Oils and Grease (FOG) fine processing.

### **BACKGROUND DISCUSSION:**

In spring of 2013, after review by the Public Works and Parks Council Committee, the City sent out notices to several FOG generating businesses that were not in compliance with FOG controls. The notice alerted business owners to the violation of FOG regulations and requested installation of the required FOG control devices by January 1, 2014, at which point fines would be assessed.

The City Attorneys' Office recently reviewed KMC 15.36.120 (relating to FOG violations and penalties) and determined that important enforcement procedures were missing. In addition, the Public Works and Parks Council Committee recommended that dischargers be given an option to offset FOG fines against the cost of installing required FOG devices within 45 days of appeal or the end of the appeal period. A fined discharger may apply to the Department of Public Works to offset the amount of the fines assessed against the cost of installing approved FOG pretreatment facilities. Proof of the costs incurred must be provided and an inspection verifying the proper installation must occur before the offset is approved. The amount of the offset shall not exceed the amount of the assessed fines.

This ordinance update provides the necessary enforcement procedures and provides a new opportunity for violators to apply the fine to offset the cost of the installation or correction to capture the FOG prior to it entering the side sewer or public sewer main. FOG is extremely damaging to sewer conveyance systems, restricting flows and creating hazardous sewer plugs which then overflow from the system into the environment. The FOG program is in compliance with the required Capacity, Management, Operation, and Maintenance plan (CMOM) for the wastewater conveyance system, which is mandated under the Federal Water Pollution Act amended in 1972 and implements the National Pretreatment Standards.

ORDINANCE O-4432

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ENFORCEMENT OF REGULATIONS REGARDING DISCHARGE OF FATS, OILS AND GREASE INTO THE CITY SEWER SYSTEM.

The City Council of the City of Kirkland ordains as follows:

Section 1. Kirkland Municipal Code ("KMC") Section 15.36.120 is hereby amended to read as follows:

**15.36.120 Standards for discharges and reporting—Enforcement—Penalties.**

(a) Those dischargers subject to national pretreatment standards will be subject to enforcement action in accordance with this chapter for any violations of the criteria and limitations specified in the categorical standard or the general pretreatment standards set forth in 40 CFR 403, as currently written or hereafter amended, which standards are hereby adopted by reference.

(b) Maximum Daily Concentration Allowed. The maximum daily allowable concentration for dischargers not regulated under national pretreatment standards is violated under the following circumstances:

(1) The arithmetic mean of concentrations for eight consecutive samples collected within a twenty-four-hour time period over intervals of fifteen minutes or greater is in excess of the limitation.

(2) The concentration value obtained from a composite sample that is representative of the twenty-four-hour discharge is in excess of the limitation.

(3) The concentration of any single sample (whether a single grab sample or a sample within a series) exclusive of any fats, oils, and grease exceeds the limitation by a factor of two and one-half times.

(4) The arithmetic mean of the concentration of fats, oils, or greases for three grab samples, taken no more frequently than five-minute intervals, exceeds the limitation.

(c) Maximum Allowable Poundage Limitations. A violation shall occur if the maximum allowable effluent poundage limitation as established in the private wastewater discharge permit is exceeded. The daily poundage discharged shall be calculated using the volume of effluent discharged that day times the concentration for that day either reported by the discharger or obtained through sampling by the city. The poundage shall be determined utilizing the formula:

$$\text{Lb./day} = \text{conc. in mg/L} \times \text{gal./day} \\ \text{disch./1,000,000} \times 8.34$$

(d) Reporting Requirements. A violation shall occur if any reporting requirements established by permit, accidental discharges, upset

conditions, written request of the city or authorized representative, or as specified by general pretreatment standards (40 CFR 403.12) are not complied with. A violation shall occur when any person knowingly makes any false statement, representation, or certification in an application, record, report, plan or other document filed or required to be maintained pursuant to this chapter, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter.

(e) "FOG" Pretreatment Facility—Maintenance. A violation shall occur if there is any failure to install or maintain grease or grit interceptors, or oil/water separators or other required FOG control devices. ~~which causes maintenance on any sewer line to be greater than once every two years caused by excessive oil, grease, or fat buildup in the sewer lines; or excess buildup of sand, gravel or other materials clogging the sewer lines.~~ The lack of any device to prevent discharge of grease, oil, fats, sand, gravel or any other materials which will cause excessive maintenance of the sewer lines shall not relieve the discharger of the responsibility of liability for any costs to city for excessive maintenance and/or other costs incurred by the city.

(f) Discharge of Dangerous Waste. A violation shall occur if any material listed on the discharge chemical products list of the state of Washington (WAC 173-303-9903) is discharged into any public sewer or building sewer tributary thereto.

(g) Explosion Meter Readings. A violation shall occur if the reading on an explosion meter at any point in the collection system or wastewater treatment plant is greater than ten percent for a single reading or greater than five percent for two successive readings.

(h) Termination of Treatment Services—Permit Revocation. The city shall have the authority to terminate wastewater treatment services of the discharger and revoke any permit issued if it determines that the discharger has:

(1) Failed to accurately report wastewater constituents and characteristics more than once; or

(2) Failed to report significant changes in wastewater constituents, characteristics, flow volumes or types of discharge to the wastewater treatment plant; or

(3) Refused reasonable access to the discharger's premises for purposes of inspection or monitoring; or

(4) Violated conditions of the wastewater discharge permit; or

(5) Violated any of the provisions of this chapter, regulations promulgated hereunder, state law or federal law; or

(6) Violated any lawful order of the city issued with respect to the discharger's permit or this chapter; or

(7) Tampers with, disrupts, damages or renders inaccurate any wastewater monitoring device required by this chapter.

(i) Other Violations.

(1) If reports required by permit, this chapter or state or federal pretreatment regulations are submitted later than thirty days after they are due, the discharger shall be subject to civil penalties as set forth in

KMC Section 5.74.040. In the event the reports have not been submitted at the time the maximum penalty is imposed, the city shall seek remedies under subsection (h) of this section.

(2) If any of the actions prescribed in any compliance schedule established by permit or by order of the city are not complete within thirty days of the time they are required to be complete, the discharger shall be subject to civil penalties as set forth in KMC Section 5.74.040. In the event the actions have not been completed ninety days after the date scheduled in the permit or order, the city shall seek remedies under subsection (h) of this section.

(3) If a discharger fails to maintain grease, oil and/or sand removal systems, which results in the city having to perform the maintenance of the collection system or treatment plant, the discharger shall be subject to the applicable civil penalty set forth in KMC Section 5.74.040, which shall be added to the costs incurred by the city to perform the maintenance. If the city must perform any maintenance for that discharger a second time within a three-year period, the penalty shall be the applicable civil penalty set forth in Section KMC 5.74.040, which shall be added to the costs of maintenance by the city. In the event the city having to perform any maintenance for that discharger continues, the city shall seek remedies under subsection (h) of this section.

(4) Failure to provide accurate or complete information on any wastewater discharge reports or the requirements of a discharge permit shall result in a civil penalty as set forth in KMC Section 5.74.040. Thereafter, the discharger shall be subject to remedies under subsection (h) of this section.

(5) In addition to the assessments described in this section, any costs incurred by the city, including but not limited to attorney's fees, shall be added to the total amount of the civil penalty assessment.

(j) Enforcement Process and Appeals.

(1) In the event the city determines there is a violation of this Chapter, the Public Works Director, or his or her designee, shall issue a written notice of civil infraction to the discharger with the following information:

(a) The name and address of the person(s) responsible for the violation;

(b) The street address or description of the property where the violation is occurring;

(c) A description of the violation and a reference to the provision of this Chapter which has been violated;

(d) The required corrective action and a date and time by which the correction must be completed;

(e) A statement of the fines for failure to comply with the notice of civil infraction by the stated compliance date.

(2) The notice of civil infraction shall be personally served or sent by regular and certified mail to the discharger's address.

(3) The discharger may appeal the issuance of the notice of civil infraction by submitting a written appeal to the city no later than 14 days after receipt of the notice of civil infraction.

(4) Appeals shall be heard by the Hearing Examiner pursuant to the process set forth KMC Section 1.12.050, provided that the hearing shall be conducted as an appeal from the notice of civil infraction issued under this chapter.

(5) If the discharger does not complete corrective action or file an appeal of the notice of civil infraction within 14 days after receipt of the notice of civil infraction, the City shall assess fines against the violator. The fines assessed are set forth in KMC Section 5.74.040; provided that if that Section does not specify a fine for a particular violation, the fine shall be \$100 per day for a maximum of 60 days.

(6) A discharger against whom fines are assessed for failure to maintain approved FOG pretreatment facilities may apply to the Department of Public Works to offset the amount of the fines assessed against the cost of installing approved FOG pretreatment facilities. As part of the application, the discharger shall submit proof of the cost incurred in installing the approved FOG pretreatment facilities. The complete offset application must be filed with the City within 45 days of the Hearing Examiner Decision (if there is an appeal) or within 45 days of expiration of the applicable appeal period (if there is no appeal). The Director of Public Works, or his or her designee, shall review the application and the installation to ensure that the required FOG pretreatment facilities have been properly installed. If so, the Director shall grant the offset in the amount of the documented installation costs, *provided that* the amount of the offset shall not exceed the amount of the assessed fines.

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. 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 \_\_\_\_\_, 2014.

Signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

MAYOR

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

PUBLICATION SUMMARY  
OF ORDINANCE O-4432

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ENFORCEMENT OF REGULATIONS REGARDING DISCHARGE OF FATS, OILS AND GREASE INTO THE CITY SEWER SYSTEM.

SECTION 1. Amends Kirkland Municipal Code Section 15.36.120 relating to enforcement of regulations regarding discharge of fats, oils and grease into the City sewer system.

SECTION 2. Provides a severability clause for the ordinance.

SECTION 3. 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 \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
City Clerk



**CITY OF KIRKLAND**  
Department of Finance & Administration  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
www.kirklandwa.gov

---

## **MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Tracey Dunlap, Director of Finance and Administration  
Robin Jenkinson, City Attorney

**Date:** January 23, 2014

**Subject:** ANNEXATION STATE SALES TAX CREDIT RESOLUTION

### **RECOMMENDATION:**

City Council approves the resolution required for notification of the Department of Revenue regarding the annexation state sales tax credit threshold for July 1, 2014 through June 30, 2015.

### **BACKGROUND DISCUSSION:**

An important part of the implementation strategy for the 2011 annexation was the use of the annexation state sales tax credit to assist the City in providing municipal services in the area where the revenues are not yet sufficient to fund those services. RCW 82.14.415 requires the City to provide the Department of Revenue (DOR) with an estimate of the anticipated shortfall (labeled, "new threshold amount") in the annexation area for the next fiscal year (July 1, 2014 through June 30, 2015). To be eligible for the credit in the coming fiscal year, DOR must be notified no later than March 1, 2014, which necessitates approval of the attached resolution at the February 18 City Council meeting.

The state sales tax credit helps bridge the gap between revenues and expenditures in the annexation area. It is important to note that the credit is only available up to the amount needed to offset actual shortfalls due to annexation. The distribution is set up to match the State's fiscal year of July through June. The new threshold amount for the fiscal year beginning July 1, 2014 is \$3.65 million.

RCW 82.14.415 (9) also requires the City to provide the DOR with a certification of the City's true and actual costs to provide municipal services to the annexed area. This certification language is included in the resolution for the last completed State fiscal year (in this case, July 1, 2012 to June 30, 2013). Last year the DOR requested information regarding the breakdown of revenues received from the annexation area and this information is also included in the resolution.

DOR makes the monthly distributions on a two-month delay (for example, July revenue received in September) and continues until the threshold amount has been reached or until June 30 of the following year, whichever occurs first.

RESOLUTION R-5037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND DETERMINING THE ANTICIPATED SHORTFALL IN REVENUES FOR PROVIDING MUNICIPAL SERVICES TO THE ANNEXATION AREA AS REQUIRED BY RCW 82.14.415.

WHEREAS, RCW 82.14.415 authorizes the City to impose a sales and use tax as a credit against the state tax to assist the City in providing municipal services to the areas annexed in 2011; and

WHEREAS, on April 7, 2009, the City Council passed Resolution R-4751 which directed the City Clerk to file a notice of intent to annex the Finn Hill, Kingsgate and North Juanita Annexation Area with the King County Boundary Review Board; and

WHEREAS, the Boundary Review Board held a public hearing on the proposed annexation on June 8, 2009, and approved the annexation on July 9, 2009; and

WHEREAS, the City Council passed Resolution R-4763 calling for an election which was held pursuant to state statute; and

WHEREAS, the King County Council transmitted a certified abstract of the vote in the November 3, 2009, general election reflecting that the annexation was approved by the voters; and

WHEREAS, the City Council passed Ordinance No. 4229 on December 15, 2009, annexing the Finn Hill, Kingsgate and North Juanita Annexation Area, an area that has a population of at least twenty thousand people; and

WHEREAS, on February 16, 2010, the City Council passed Ordinance No. 4237 creating Chapter 5.07 of the Kirkland Municipal Code and imposing the sales and use tax at the rate of 0.2 percent; and

WHEREAS, the annexation sales tax credit revenues for the fiscal year July 1, 2012 to June 30, 2013 were necessary to support the true and actual costs to provide municipal services to the Annexation Area; and

WHEREAS, the City Council certifies the true and actual cost to provide municipal services to the Annexation Area totaled \$23.74 million for the period corresponding to the State's fiscal year July 1, 2012 to June 30, 2013; and the revenue from the Annexation Area, excluding gambling and sales tax credit revenues for the same period totaled \$17.66 million, resulting in a difference of \$6.10 million. The gambling tax revenue from the Annexation Area of \$754,821 reduced

this gap to \$5.32 million. The annexation sales tax credit received from the State was \$3.64 million.

WHEREAS, RCW 82.14.415 requires the City to provide the Washington State Department of Revenue with an estimate of the anticipated shortfall or "threshold amount" in the Annexation Area for the next fiscal year by March 1, 2014; and

WHEREAS, the City Council finds and determines that the projected net cost to provide municipal services to the Annexation Area exceeds the projected general revenue that the City would receive from the Annexation Area by \$3.65 million for the state fiscal year starting July 1, 2014, through June 30, 2015; and

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

Section 1. Purpose. The Kirkland City Council determines that the City's projected net cost in providing municipal services to the Finn Hill, Kingsgate and North Juanita Annexation Area is in the amount of \$3.65 million. The City Council previously imposed a sales and use tax at the rate of 0.2 percent, with the passage of Ordinance No. 4237 on February 16, 2010.

Section 2. Implementation. The City Manager is authorized to implement such administrative procedures as may be necessary to carry out the directions of this Resolution.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk



**CITY OF KIRKLAND**  
Department of Finance & Administration  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
www.kirklandwa.gov

---

**MEMORANDUM**

**To:** Kurt Triplett, City Manager

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

**Date:** January 30, 2014

**Subject:** Ordinance No. 4436, Repealing Ordinance No. 4404, which temporarily increased the number of youth members serving on the Kirkland Library Board, and restoring the Library Board to its usual membership

**RECOMMENDATION:**

That Council approves Ordinance No. 4436, which will restore the Library Board to its usual membership of five adults and one youth member by repealing Ordinance No. 4404, which created two additional temporary youth seats on the Board.

**BACKGROUND DISCUSSION:**

Council approved Ordinance 4404 at its April 16, 2013 regular meeting, which temporarily increased the membership of the Library Board with two additional youth members for a two year term and appointed two members to fill those newly created seats. Unfortunately, neither of the two appointees was able to then fulfill the responsibilities of those positions.

The Library Board decided at their November 13, 2013 meeting to recommend that the City Council remove the two temporary seats rather than recruit replacements for the remainder of their terms.

Council may approve Ordinance No. 4436, or direct staff to proceed with a recruitment to fill the remaining year of both temporary seats. If Council chooses the second option, staff would then return to Council with an ordinance proposing to restore the Board to its usual membership at the conclusion of those terms in March of 2015.

## **Kirkland Library Advisory Board**

### **Minutes of the meeting held November 13, 2013 at the Kirkland Library**

Board members present:

Shawn Thornsberry, Megan Melloy, Eric DeJong, Hieu Do, Alpa Parikh, Deepa Narayanan  
From KCLS: Aaron Oesting

The August minutes were approved by those present, as well as September (with minor corrections).

The board agreed to have the city council remove temporary youth member Teleya Pierce Williams (who resigned October 17<sup>th</sup>). The second temporary (2-year) youth position is considered never to have been filled because Chaodi Blue also did not attend any meetings since the two youth were appointed by City Council April 16<sup>th</sup>.

The Board welcomed two new adult members who are replacing members who resigned:

- Deepa Narayanan (appointed 10/15/13 to an unexpired four year term ending 3/31/15)
- Alpa Parikh (appointed 10/15/13 to an unexpired four year term ending 3/31/16)

Shawn requested another board member to take over the position of Secretary.

At our January meeting we plan to work with an analytical program PEST which was presented during the November Advisory Forums for KCLS library boards.

Aaron provided a report on Kirkland Library patronage and activities. On October 12, Alice Currah, author of Savory Sweet Life, hosted a session on easy recipes in conjunction with the "A Place at the Table" theme. During the year, 25,000 lbs of food have been donated, and collection bins will continue to be offered into the next year (2014 theme - "Fitness"). Erin McKittrick, author of Small Feet Big Land: Adventure, Home, and Family on the Edge of Alaska" will give a presentation.

A KCLS Answer Line (phone and website support) will be staffed in Issaquah beginning in December. The Microsoft IT Academy training is launching now. In December the new Biblio Commons software will replace the current catalog system.

At the November budget meetings, Bill Ptacek, Library Executive, announced that the budget for the Kingsgate renovation project was increased from the reduced amount of \$1.3 million to \$3.3 million, through transfers from the operating fund. The Renton library also received an additional \$1.1 million for furnishings and materials.

Submitted by Shawn Thornsberry (Secretary)

Details can be found on Page 13 of the booklet “2014 Preliminary Budget Initiative, King County Library System”: “This includes a one-time transfer of \$3.1 million into the 302 Construction Fund to provide sufficient funds for furnishings and materials for the two new Renton Library projects (\$1.1 million) and augment the Budget for the Kingsgate Library renovation project (\$2.0 million).” For more information please see the following links:

<http://kcls.net/about/budget/2014%20Preliminary%20Budget%20WEB.pdf> (link later broken)

<http://www.kcls.org/includes/usingthelibrary/about/capitalbond/capitalimprovementplan.pdf>

<http://www.kcls.org/about/bond/project-detail.cfm?id=48>

Books we are reading:

- *The Mountain of Light* by Indu Sundaesan)
  - *The Dubliners* by James Joyce
  - *Oryx and Crake* by Margaret Atwood
  - *Moby Dick* by Herman Melville (audio book)
  - *Chicken Chuck* by Bill Martin (children’s book)
  - *At Risk* by Patricia Cornwell (audio book)
  - *And When She Was Good* by Laura Lippman (audio book)
  - *The Smartest Kids in the World* by Amanda Ripley
  - *The Drunken Botanist* by Amy Stewart
- Upcoming meetings, 2<sup>nd</sup> Wednesday of the month at 6 p.m.
    - December 11 (Kingsgate)
    - January 8, 2014 (Kirkland)

ORDINANCE O-4404

AN ORDINANCE OF THE CITY OF KIRKLAND TEMPORARILY INCREASING THE NUMBER OF YOUTH MEMBERS ON THE KIRKLAND LIBRARY BOARD.

WHEREAS, on March 26, 2013, the City Council conducted interviews for the one existing youth member seat on the Kirkland Library Board; and

WHEREAS, the City Council interviewed more than one highly capable and qualified youth that it desires to appoint; and

WHEREAS, Kirkland's youth are assets of our community and are an important source for Kirkland's future leaders; and

WHEREAS, youth members on the City Council's advisory bodies provide a valuable perspective on issues relevant to youth;

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

Section 1.

(a) The City Council adds two temporary youth seats to the Kirkland Library Board.

(b) Appointments to the two additional youth seats shall be made for two-year terms or until March 31, 2015, whichever occurs first. The intention is to return the number of members on the Kirkland Library Board to the current number of members after March 31, 2015. All the qualifications and requirements applicable to the existing youth member seat on the Kirkland Library Board shall apply to the two additional temporary seats.

Section 2. The youth members to serve in the two additional temporary youth seats on the Kirkland Library Board shall be appointed by the City Council.

Section 3. 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 16th day of April, 2013.

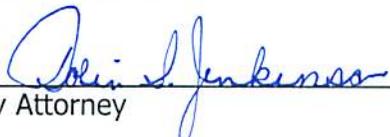
Signed in authentication thereof this 16th day of April, 2013.

  
MAYOR

Attest:

  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

ORDINANCE O-4436

AN ORDINANCE OF THE CITY OF KIRKLAND REPEALING ORDINANCE NO. 4404 WHICH TEMPORARILY INCREASED THE NUMBER OF YOUTH MEMBERS ON THE KIRKLAND LIBRARY BOARD.

WHEREAS, on April 16, 2013, the City Council approved Ordinance O-4404 which temporarily added two youth seats to the Kirkland Library Board; and

WHEREAS, the youth members appointed to the two seats were subsequently unable to fulfill the responsibilities of Board membership and both temporary seats are currently vacant; and

WHEREAS, the Kirkland Library Board recommended at its November 13, 2013, meeting that the temporary additional seats be eliminated rather filled through a new recruitment;

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

Section 1. Ordinance No. 4404, enacted April 16, 2013, is repealed.

Section 2. 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 \_\_\_\_\_, 2014.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
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.kirklandwa.gov

### MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Barry Scott, Purchasing Agent

**Date:** February 6, 2014

**Subject:** REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF FEBRUARY18, 2014

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 January 23, 2014, are as follows:

	Project	Process	Estimate/Price	Status
1.	Ford Police Vehicles (4)	Invitation for Bids	\$135,000	IFB advertised on 1/30 with bids due on 2/14.

Please contact me if you have any questions regarding this report.



**CITY OF KIRKLAND**  
Department of Public Works  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
www.kirklandwa.gov

## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Dave Snider, P.E., Capital Projects Manager  
Pam Bissonnette, Interim Public Works Director

**Date:** February 6, 2014

**Subject:** 2014 to 2019 Transportation Improvement Program (TIP)  
Public Hearing & Adoption

### RECOMMENDATION:

It is recommended that City Council conducts a public hearing on the 2014 to 2019 Transportation Improvement Program (TIP). Based on the results of the hearing, it is also recommended that the Council approves the attached Resolution adopting the TIP.

### BACKGROUND DISCUSSION:

At their regular meeting of February 4, 2014, City Council set February 18, 2014, as the date to conduct a public hearing on the 2014 to 2019 Transportation Improvement Program (TIP). The purpose of the hearing is for the public to have an opportunity to comment and provide input on transportation projects being planned by the City. Any resulting changes will be incorporated into the City's final TIP prior to being submitted to the Puget Sound Regional Council, the Washington State Department of Transportation, Kirkland's neighboring cities, and adjacent public utilities. The annual adoption of a six-year TIP is in accordance with RCW 35.77.010 and 47.26.210 and is primarily used to identify transportation projects that are or may become eligible for federal, state and/or local funding.

For the most part, the projects identified in the 2014 to 2019 TIP mirror the transportation element of the 2013 to 2018 Capital Improvement Program (CIP), adopted by City Council on December 10, 2013. The Kirkland Transportation Commission received an update on the Plan on January 22, 2014. In light of the recent City Council adoption of a Kirkland Transportation Benefit District boundary, Ordinance O-4435, two significant un-funded Transportation projects have been included in the proposed 2014 to 2019 TIP, as noted below:

No	CIP #	Title	Amount	TIP Status
1	CNM 0086	Cross Kirkland Corridor Non-Motorized Improvements – Multi-Phased Project	\$43,000,000 to \$89,500,000	Un-Funded
2	CNM 0087	City-wide School Walk Route Enhancements	\$16,300,000	Un-Funded

As new projects that were not part of the adopted CIP, both will be included in the next CIP update beginning March, 2014.

The TIP is likely to be the list used by the County's Transportation Benefit District (TBD) as Kirkland's list of transportation projects. Making them eligible for TBD funding is another reason for including these two projects at this time rather than waiting for the CIP update.

Attachment: Resolution w/ Exhibits A (Map) and B (STIP Form)

RESOLUTION R-5038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE CITY OF KIRKLAND 2014-2019 TRANSPORTATION IMPROVEMENT PROGRAM.

WHEREAS, under RCW 35.77.010 the City is required to annually review and adopt a six-year Transportation Improvement Program; and

WHEREAS, on February 18, 2014, the City Council conducted a public hearing and took public comment on the proposed 2014-2019 Transportation Improvement Program; and

WHEREAS, the City Council finds the proposed 2014-2019 Transportation Improvement Plan is consistent with the Transportation Element of the City of Kirkland Comprehensive Plan; and

WHEREAS, with respect to the provisions of RCW 35.77.010(2), the City Council finds that the proposed 2014-2019 Transportation Improvement Program identifies non-motorized projects for sidewalk and school walk route enhancements, and improvements to the Cross Kirkland Corridor, including trail components;

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

Section 1. The City of Kirkland 2014-2019 Transportation Improvement Program is adopted as set forth in Exhibit A and Exhibit B which are incorporated by reference.

Section 2. Copies of this resolution and the 2014-2019 Transportation Improvement Program, as set forth in Exhibit A and Exhibit B, shall be filed with the Secretary of the Washington State Department of Transportation as required by RCW 35.77.010.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2014.

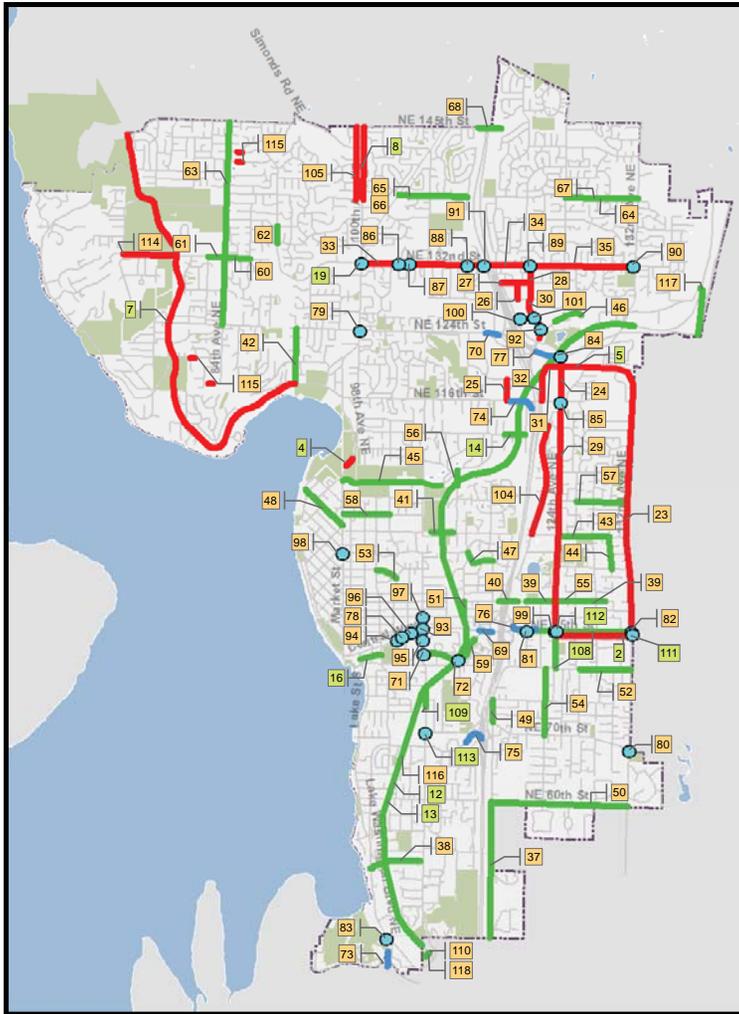
\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk



# Transportation Improvement Program (2014-2019)



NOT TO SCALE

Produced by the City of Kirkland. (c) 2014, the City of Kirkland, all rights reserved. No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

**City Wide Projects**  
36, 101, 102, 103

**City Wide Projects**  
1, 3, 6, 10, 11, 15, 17, 18, 20, 21, 22, 106, 107, 119, 120

**Unfunded**  
**Funded**

**Legend**

- Text** New projects in list -->
- Intersection Improvements
- HOV Improvements
- Roadway Improvements
- Non-Motorized Improvements
- Streets
- Lakes
- Parks
- City Limit Boundary

1. Annual Street Preservation Project (ST6)
2. Annual Street Preservation - One Time (ST6-002)
3. Street Maintenance and Pedestrian Safety (ST6-003)
4. 98th Ave NE Bridge Project (ST55)
5. NE 120th St Roadway Extension East (ST57-001)
6. Annual Striping Program (ST80)
7. Juanita Drive Corridor Study (ST82)
8. 100th Ave NE Corridor Study (ST83)
9. Annual Concurrency Street Improvements (ST8888)
10. Regional Interagency Coordination (ST9999)
11. Crosswalk Upgrade Program (NM12)
12. Cross Kirkland Corridor Trail (Interim) (NM24)
13. Cross Kirkland Corridor Master Plan (NM24-101)
14. NE 112th St Sidewalk North (NM53)
15. Annual Sidewalk Maintenance Program (NM57)
16. Park Lane Ped Corridor (NM64-001)
17. JFK Nonmotorized Program (NM73)
18. Annual Non-Motorized Program (NM8888)
19. 100th Ave NE/NE 132nd St Intersection (TR83)
20. Kirkland ITS Implementation Phase IIC (TR111-003)
21. Citywide Safety and Traffic Flow Imprvmnts (TR113)
22. Annual Concurrency Traffic Imprvmnts (TR8888)
23. 132nd Ave NE Roadway Improvements (ST56)
24. 124th Ave NE Roadway Improvement North (ST59)
25. 118th Ave NE Roadway Extension (ST60)
26. 119th Ave NE Roadway Extension (ST61)
27. NE 130th St Roadway Extension (ST62)
28. 120th Ave NE Roadway Improvements (ST63)
29. 124th Ave NE Roadway Widening South (ST64)
30. 120th Ave NE/Totem Lake Plaza Roadway (ST70)
31. NE 120th St Roadway Extension West (ST72)
32. 120th Ave NE Roadway Extension (ST73)
33. NE 132nd St Roadway Phase I West (ST77)
34. NE 132nd St Roadway Ph II Mid (ST78)
35. NE 132nd St Roadway Ph III East (ST79)
36. Totem Lake Area Development Opportunity (ST81)
37. 116th Ave NE South Nonmotorized (NM1)
38. NE 52nd St Sidewalk (NM7)
39. NE 90th St Sidewalk Phase II (NM26)
40. NE 90th St/405 Ped/Bike Overpass (NM30)
41. Crestwoods Park/ESRC Ped/Bike (NM31)
42. 93rd Ave NE Sidewalk (NM32)
43. NE 100th St Bike Lane (NM36)
44. 130th Ave NE Sidewalk (NM37)
45. Forbes Valley Pedestrian Facility (NM41)
46. NE 126th St Nonmotorized Facilities (NM43)
47. NE 95th St Sidewalk Highlands (NM45)
48. 18th Ave West Sidewalk (NM46)
49. 116th Ave NE Sidewalk - South Rose Hill (NM47)
50. NE 60th St Sidewalk (NM48)
51. 112th Ave NE Sidewalk (NM49)
52. NE 80th St Sidewalk (NM50)
53. 13th Ave Sidewalk (NM54)
54. 122nd Ave NE Sidewalk (NM55)
55. NE 90th St Sidewalk Phase I (NM56)
56. 111th Nonmotorized Emergency Access (NM58)
57. NE 104th St Sidewalk (NM61)
58. 19th Ave Sidewalk (NM62)
59. Kirkland Way Sidewalk (NM63)
60. NE 132nd St Sidewalk (NM71)
61. NE 132nd St Sidewalk Finn Hill School (NM72)
62. 90th Ave NE Sidewalk (NM74)
63. 84th Ave NE Sidewalk (NM75)
64. NE 140th St Sidewalks Muir Elem Phase I (NM76)
65. NE 140th St Keller Elem Walk Route North (NM77)
66. NE 140th St Keller Elem South (NM78)
67. NE 140th St Sidewalks Muir Elem Ph 2 (NM79)
68. Juanita-Kingsgate Pedestrian Bridge (NM80)
69. NE 85th St Queue Bypass (TR56)
70. NE 124th St HOV Queue Bypass (TR57)
- 71. 6th St/Kirkland Way New Traffic Signal (TR65)**
72. Kirkland Way/CKC Abutment Intersection (TR67)
73. Lake Washington Blvd HOV Queue Bypass (TR68)
74. NE 116th St Eastbound HOV Queue Bypass (TR72)
75. NE 70th St Eastbound HOV Queue Bypass (TR73)
76. NE 85th St Westbound HOV Queue Bypass (TR74)
77. NE 124th St Westbound HOV Queue Bypass (TR75)
78. Central Way/Park Place Traffic Signal (TR82)
79. 100th Ave NE/NE 124th St Intersection (TR84)
80. NE 70th St/132nd Ave NE Intersection (TR86)
81. NE 85th St/120th Ave NE Intersection (TR88)
82. NE 85th St/132nd Ave NE Intersection Ph II (TR89)
83. Lake Washington Blvd/NE 38th Pl Intersection (TR90)
84. NE 124th St/124th Ave NE Intersection (TR91)
85. NE 116th St/124th Ave NE NB Dual Left Turn (TR92)
86. NE 132nd St/Juanita H.S. Access Intersection (TR93)
87. NE 132nd St/108th Ave NE Intersection (TR94)
88. NE 132nd St/Fire Station Access Intersection (TR95)
89. NE 132nd St/124th Ave NE Intersection (TR96)
90. NE 132nd St/132nd Ave NE Intersection (TR97)
91. NE 132nd St/116th Way NE (I-405) Intersection (TR98)
92. 120th Ave/Totem Lake Way Intersection (TR99)
93. 6th St / Central Way Intersection (TR100-100)
94. Central Way/4th St Intersection (TR103)
95. 6th St/4th Ave Intersection (TR104)
96. Central Way/5th St Intersection (TR105)
97. 6th St/7th Ave Intersection (TR106)
98. Market Street/15th Ave Intersection (TR107)
99. NE 85th St/124th Ave NE Intersection (TR108)
100. Totem Lk Plaza/Totem Lk Blvd Intersection Imps (TR109)
101. Totem Lake Plaza/120th Ave NE Intersection (TR110)
102. Kirkland ITS Implementation Phase IIA (TR111-001)
103. Kirkland ITS Implementation Phase IIB (TR111-002)
104. Slater Ave NE Traffic Calming Phase 1 (TR114)
105. 100th Ave NE Roadway Improvements (ST83-101)
- 106. Street Levy Safe School Walk Routes (NM6-100)**
- 107. Street Levy Pedestrian Safety (NM6-200)**
108. Rose Hill Business District Sidewalks (NM51)
- 109. 6th Street Sidewalk (NM82)**
- 110. South Kirkland TOD/CKC multi-modal (NM84)**
111. NE 85th St/132nd Ave NE Intersection (TR78)
112. NE 85th St/124th Ave NE Intersection (TR80)
- 113. 6th St/9th Ave Signal (TR115)**
- 114. Finn Hill Emergency Vehicle Access Study (ST84)**
- 115. Finn Hill Emergency Vehicle Access Connection (ST96)**
- 116. Cross Kirkland Corridor Opportunity Fund (NM24-201)**
- 117. CKC to Redmond Central Connector (NM81)**
- 118. South Kirkland TOD/CKC Multi-Modal Phase II (NM85)**
- 119. CKC Non-Motorized Improvements – Multi-Phased Project (NM86)**
- 120. City-wide School Walk Route Enhancements (NM87)**



Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	1	Annual Street Preservation Project (ST6) City wide from: _____ to: _____ Annual improvements included are street overlays, slurry seal, crack seal and others.	12 07	S		P T	PE CN	1/1/2014 1/1/2014						2241 8259	2241 8259	373 1377	373 1377	373 1377	1118 4128	CE	No
							Totals						10500	10500	1750	1750	1750	5246			
14	2	Annual Street Preservation One Time Project (ST6-002) NE 85 Street from: 124 Ave NE to: 132 Ave NE Overlay NE 85 Street from 124 Ave NE to 132 Ave NE.	07	S			PE CN	1/1/2014 1/1/2014	BR BR	235 865	OTHER	22		257 865			57 865			CE	No
							Totals				1,100	22		1122		922					
00	3	Street Maintenance and Pedestrian Safety Project (ST6-003) City wide from: _____ to: _____ Voter approved levy funded annual project to meet City Council Goals for dependable infrastructure, balanced transportation, neighborhoods, public safety, and financial stability.	12	S			CN	1/1/2014					15319	15319	2345	2574	2600	7800	CE	No	
							Totals						15319	15319	2345	2574	2600	7800			
14	4	98th Avenue NE Bridge Project (ST55) 98th Avenue NE from: Forbes Creek to: _____ The seismic retrofit of an existing bridge.	09	S	.1		PE CN	1/1/2014 1/1/2014		529 871				529 871	390	139 871			CE	No	
							Totals				1,400			1400	390	1010					



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
16	5	NE 120th Street Roadway Extension (ST57-001) NE 120th Street from: Slater Avenue NE to: 124th Avenue NE Install roadway, new traffic signal at 124th Ave NE/NE 120th St, and signal modifications at Slater Ave NE/NE 120th St.	01	S	.17		PE RW CN	1/1/2014 1/1/2014 1/1/2014	STP(U)	2500		500 300	1268 2425 364	1268 2925 3164	431				EA	Yes		
<b>Totals</b>										2,500		800	4057	7357	3595							
17	6	Annual Striping Program (ST80) City wide from: to: Annual program to maintain markings that identify lanes and guidance for auto, pedestrians, bicycles, transit and other forms of transportation.	06 12	S			CN	1/1/2014					2050	2050	300	350	350	1050	CE	No		
<b>Totals</b>													2050	2050	300	350	350	1050				
16	7	Juanita Drive Corridor Study (ST82) Juanita Drive Corridor from: 93rd Ave NE to: NE 145th Pl Study to guide future capital improvement construction phases for Juanita Drive.	06	S	3		PE	1/1/2014					280	280	200	80			CE	No		
<b>Totals</b>													280	280	200	80						
14	8	100th Avenue NE Corridor Study (ST83) 100th Avenue from: NE 139th St to: NE 145th St Study to investigate options for existing lane transition.	05 32 06	S			PE	1/1/2014					50	50	50				CE	No		
<b>Totals</b>													50	50	50							



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
00	9	Annual Concurrency Street Improvements (ST8888) City wide from: _____ to: _____ Construction/reconstruction of City streets to meet concurrency.	06 12	S			CN	1/1/2015						2030	2030			482	1548	EA	No	
							Totals							2030	2030			482	1548			
00	10	Regional Inter-Agency Coordination (ST9999) City wide from: _____ to: _____ Staffing requirements for the City's coordination and participation in regional projects, such as the I-405 Nickeel project, various Metro/Sound Transit projects and the Downtown Transit Center, etc.	06	S			CN	1/1/2014						492	492	82	82	82	246	CE	No	
							Totals							492	492	82	82	82	246			
00	11	Crosswalk Upgrade Program (NM12) City wide from: _____ to: _____ Crosswalk improvements at various locations throughout the City.	32	S			PE CN	1/1/2014 1/1/2014						45 165	45 165	15 55		15 55	15 55	EA	No	
							Totals							210	210	70		70	70			
00	12	Cross Kirkland Corridor Interim Trail (NM24) Cross Kirkland Corridor from: South City limits to: North City limits (approx) Construct a multiuse recreational trail along the former BNSF railroad right of way between Bellevue and near the north City limits at Totem Lake.	32	S	5.75		PE CN	1/1/2014 1/1/2014		1070		383 1617	203 327	586 3014	521 1637	321 918				EA	No	
							Totals				1,070		2000	530	3600	2158	1239					



Washington State Department of Transportation

## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	13	Cross Kirkland Corridor Master Plan (NM24-101) Cross Kirkland Corridor from: South city limits to: North city limits A master plan to develop the CKC as a public asset for future transportation purposes.	32	S			PE	1/1/2014					500	500	500					CE	No
							Totals														
												33	37	70	123					EA	No
17	14	NE 112th Street Sidewalk North Side (NM53) NE 112th Street from: 117th Place NE to: Cross Kirkland Corridor Install sidewalk, curb and gutter.	32	S	.12		PE	1/1/2014				167	187	354	301					EA	No
							Totals														
							PE	1/1/2014					288	288	48	48	48	144		CE	No
19	15	Annual Sidewalk Maintenance Program (NM57) City wide from: to: Preservation and maintenance of City sidewalks.	03 32	S			CN	1/1/2014					912	912	152	152	152	456		CE	No
							Totals														
													1200	1200	200	200	200	600		CE	No
19	16	Park Lane Pedestrian Corridor Enhancements (NM64-001) Park Lane from: Lake Street to: 3rd Street Enhancement of pedestrian connection in association with the new Downtown Transit Center.	06	S	.16		PE	1/1/2014		185			376	561	350	327				EA	No
							Totals														
										554			1124	1678		1562				EA	No
							Totals														
										739			1500	2239	350	1889				EA	No



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
00	17	JFK Nonmotorized Program (NM73) City wide from: _____ to: _____ New neighborhoods based project for minor transportation related improvements throughout the City.	06	S			CN	1/1/2014						150	150	75	75			CE	No	
							Totals							150	150	75	75					
00	18	Annual Nonmotorized Program (NM8888) City wide from: _____ to: _____ Install new sidewalk, pathway and bicycle amenities for the enhancement of the City's nonmotorized system.	32	S			CN	1/1/2015						2900	2900			208	2692	EA	No	
							Totals							2900	2900			208	2692			
14	19	100th Ave NE/NE 132nd St Intersection Imps (TR83) 100th Ave NE from: NE 132nd St to: NE 132nd St Restripe northbound right turn to shared through lane; construct a northbound receiving lane on the north leg of the intersection.	05 06 12	S	.05		PE RW CN	1/1/2014 1/1/2014 1/1/2015						897 96 2208	897 96 2208	350	254 96	293	2208	EA	Yes	
							Totals							3201	3201	350	350	2501				
16	20	Kirkland ITS Phase IIC - Totem Lk (TR111-003) NE 132nd St from: 120th Ave to: 124th Ave NE Implement ITS upgrades; includes system engineering analysis, design, plans and specs for procurement and construction/installation of ITS devices.	06 12	S			PE CN	1/1/2014 1/1/2014		496 1705				644 66	1140 1771	439 137	572 1634	129		CE	No	
							Totals				2,201			710	2911	576	2206	129				



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)				
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds										
									Federal Fund Code	Federal Cost by Phase														
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21				
17	21	Kirkland Citywide Safety and Traffic Flow (TR-113) Various from: _____ to: _____ Improvements including signal timing optimization, signal interconnection enhancements and communication improvements.	12	S			PE CN	1/1/2014 1/1/2014	STP(S) STP(S)	69 231				2 231	71 231	157 145				CE	No			
							Totals																	
									300				2		302		302							
16	22	Annual Concurrency Traffic Improvements (TR8888) City wide from: _____ to: _____ Construction and reconstruction of City intersections to meet concurrency needs.	12	S			CN	1/1/2014						1399	1399			475	924	EA	No			
							Totals																	
													1399		1399		475 924							
14	23	132nd Avenue NE Roadway Improvements (ST56) 132nd Avenue NE from: NE 85th Street to: Slater Ave NE/NE 120th St Widen existing roadway to accommodate bicycle lanes, turn lane where necessary, sidewalks, curb and gutter, conversion of overhead to underground utilities, illumination and enclosed storm drainage system.	04 12 32	P	2.4		PE RW CN	1/1/2019 1/1/2019 1/1/2019						4924 2198 18048	4924 2198 18048					EIS	Yes			
							Totals																	
													25170		25170									
14	24	124th Ave NE Roadway Improvement North (ST59) 124th Avenue NE from: NE 116th St to: NE 124th St Widen existing roadway with improved crosswalks, sidewalks, and bike lanes.	04 06 32	P	.6	P	PE RW CN	1/1/2019 1/1/2019 1/1/2019						1723 2051 6226	1723 2051 6226					EA	Yes			
							Totals																	
															10000		10000							



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
17	25	118th Avenue NE Roadway Extension (ST60) 118th Avenue NE from: NE 116th St to: NE 118th St Extend roadway including a retaining wall and a new signal at NE 116th St.	01	P	.09		PE RW CN	1/1/2019 1/1/2019 1/1/2019						761 2890 2789	761 2890 2789					EA	Yes	
<b>Totals</b>															6440	6440						
17	26	119th Ave NE Roadway Extension (ST61) 119th Ave NE from: NE 128th St to: NE 130th St Extend roadway including pedestrian and bike facilities, curb and gutter.	01	P	.11		PE RW CN	1/1/2019 1/1/2019 1/1/2019						334 4083 1223	334 4083 1223					EA	Yes	
<b>Totals</b>															5640	5640						
17	27	NE 130th Street Roadway Extension (ST62) NE 130th Street from: Totem Lake Blvd to: 120th Ave NE Extend new roadway including sidewalks, curb and gutter, and bike lanes.	01	P	.21		PE RW CN	1/1/2019 1/1/2019 1/1/2019						588 7250 2162	588 7250 2162					EA	Yes	
<b>Totals</b>															10000	10000						
17	28	120th Ave NE Roadway Improvements (ST63) 120th Avenue NE from: NE 128th Street to: NE 132nd Street Widen existing roadway including sidewalks, curb and gutter, landscaped medians, signal reconstructions, and utility undergrounding.	04 12 32	P	.31		PE RW CN	1/1/2019 1/1/2019 1/1/2019						891 4830 3267	891 4830 3267					EA	Yes	
<b>Totals</b>															8988	8988						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	29	124th Ave NE Roadway Widening South Section (ST64) 124th Avenue NE from: NE 85th Street to: NE 116th Street Widen roadway with sidewalks, bike lanes, landscaping.	04	P	1.8	C P T	PE RW CN	1/1/2019 1/1/2019 1/1/2019						5798 3290 21261	5798 3290 21261					EA	Yes
							Totals								30349	30349					
17	30	120th Ave NE/Totem Lake Plaza Roadway Impr (ST70) 120th Avenue NE from: Totem Lake Blvd to: Totem Lake Mall Reconstruction of street alignment and pedestrian amenities to eliminate conflicts at numerous driveways. Additionally, traffic calming devices and measures will be implemented with a new signal at Totem Lake.	06 12	P	.33		CN	1/1/2019						3000	3000					EA	No
							Totals								3000	3000					
16	31	NE 120th Street Roadway Extension West Section (ST72) NE 120th Street from: 124th Ave NE to: 120th PI NE Extend west of Cross Kirkland Corridor crossing; construct new alignment extending to the west, terminating at 120th Place NE; will include signal modifications, crossing gates, and planter strips.	01 06	P	.12		PE RW CN	1/1/2019 1/1/2019 1/1/2019						532 3387 1951	532 3387 1951					EA	Yes
							Totals								5870	5870					
16	32	120th Ave NE Roadway Extension (ST73) 120th Ave NE from: NE 116th St to: NE 120th St Install new roadway.	01	P	.25		PE RW CN	1/1/2019 1/1/2019 1/1/2019						2589 4311 9492	2589 4311 9492					EA	Yes
							Totals								16392	16392					



## Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland

Co. No.: 17 Co. Name: King Co.

City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_

Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	33	NE 132nd St Roadway Imps Phase I West (ST77) NE 132nd Street from: 100th Ave NE to: I-405 Landscape median islands, sidewalk repair and the overlay and restriping to provide bike lanes and improved pedestrian access.	06 32	P	.85		PE CN	1/1/2019 1/1/2019						289 1059	289 1059					EA	No
							Totals						1348	1348							
14	34	NE 132nd St Roadway Imps Ph II Mid Section (ST78) NE 132nd Street from: I-405 to: 124th Ave NE Addition of landscape median islands, concrete sidewalk repair and the overlay and restriping to provide bicycle lanes and improved pedestrian access.	06 07 32	P	.47		PE CN	1/1/2019 1/1/2019					68 248	68 248					EA	No	
							Totals						316	316							
14	35	NE 132nd St Roadway Imps Ph III East Section (ST79) NE 132nd Street from: 124th Ave NE to: 132nd Ave NE Addition of landscape median islands, concrete sidewalk repair and overlay and restriping to provide bicycle lanes and improved pedestrian access.	06 07 32	P	.51		PE CN	1/1/2019 1/1/2019					240 879	240 879					EA	No	
							Totals						1119	1119							
00	36	Totem Lake Area Development Opportunity Program (ST81) Totem Lake area from: to: New project in anticipation of development opportunities funded through grants that may require a City matching portion.		P			PE CN	1/1/2019 1/1/2019					106 394	106 394						No	
							Totals						500	500							



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	37	116th Ave NE South Nonmotorized Facilities (NM1) 116th Ave NE from: NE 40th St to: NE 60th St Consists of widening to accommodate a paved bicycle lane in each direction.	32	P	1	C P T	PE CN	1/1/2019 1/1/2019						165 3213	165 3213					EA	No
							<b>Totals</b>							3378	3378						
17	38	NE 52nd Street Sidewalk (NM7) NE 52nd Street from: 108th Ave NE to: Lake WA Blvd Widening and minor realignment west of Cross Kirkland Corridor tracks; installation of retaining wall, sidewalks, curb and gutter along one side, and drainage improvements.	32	P	.25		PE RW CN	1/1/2019 1/1/2019 1/1/2019						250 35 784	250 35 784					EA	Yes
							<b>Totals</b>							1069	1069						
17	39	NE 90th Street Sidewalk Phase II (NM26) NE 90th Street from: 120th Ave NE to: 128th Ave NE Consists of installing curb and gutter, storm drainage, sidewalk and landscaping.	32	P	.5		PE CN	1/1/2019 1/1/2019						624 1960	624 1960					EA	No
							<b>Totals</b>							2584	2584						
00	40	NE 90th Street/I-405 Ped/Bike Overpass (NM30) NE 90th Street from: I-405 to: Construct a pedestrian/bicycle bridge across Interstate 405.	08 32	P	.10		PE RW CN	1/1/2019 1/1/2019 1/1/2019						719 763 2259	719 763 2259					EA	Yes
							<b>Totals</b>							3741	3741						



## Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_

Co. No.: 17 Co. Name: King Co.

Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

City No.: 0625 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	41	Crestwoods Park/CKC Ped/Bike Facility (NM31) 18th Avenue NE from: Crestwoods Park to: 111th Ave NE Construct concrete pedestrian and bicycle path, stairs, and overpass between Crestwoods Park and the Highlands.	32	P	.25		PE RW CN	1/1/2019 1/1/2019 1/1/2019						402 840 1263	402 840 1263					EA	Yes
Totals													2505	2505							
17	42	93rd Avenue NE Sidewalk (NM32) 93rd Avenue NE from: Juanita Drive to: NE 124th Street Install curb and gutter, sidewalk, and storm drainage.	32	P	.34	P C T	PE RW CN	1/1/2019 1/1/2019 1/1/2019						250 14 784	250 14 784					EA	Yes
Totals													1048	1048							
17	43	NE 100th Street Bike Lane (NM36) NE 100th Street from: Slater Ave NE to: 132nd Ave NE Install bike lanes along the existing roadway.	32	P	.7		PE CN	1/1/2019 1/1/2019						397 1247	397 1247					EA	No
Totals													1644	1644							
19	44	130th Ave NE Sidewalk (NM37) 130th Ave NE from: NE 95th Street to: NE 100th Street Install sidewalk, curb and gutter, and storm drainage improvements.	32	P	.2	C P T	PE RW CN	1/1/2019 1/1/2019 1/1/2019						200 5 629	200 5 629					EA	Yes
Totals													834	834							



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
00	45	Forbes Valley Pedestrian Facility (NM41) Forbes Valley from: Norkirk to: Highlands Construct sidewalk adjacent to Forbes Creek Drive.	32	P	3		PE CN	1/1/2019 1/1/2019						482 1515	482 1515					EA	No
							<b>Totals</b>								1997	1997					
17	46	NE 126th Street Nonmotorized Facilities (NM43) 126th Street from: 120th Place NE to: 128th Lane NE Install pathway with retaining walls.	32	P	.4		PE RW CN	1/1/2019 1/1/2019 1/1/2019						476 2304 1497	476 2304 1497					EA	Yes
							<b>Totals</b>								4277	4277					
17	47	NE 95th Street Sidewalk Highlands (NM45) NE 95th Street from: 112th Ave NE to: 116th Ave NE Install curb, gutter, sidewalk, and planter strips.	32	P	.24		PE CN	1/1/2019 1/1/2019						48 524	48 524					EA	No
							<b>Totals</b>								572	572					
19	48	18th Avenue West Sidewalk (NM46) 18th Avenue West from: Market Street to: Rose Point Lane Install curb, gutter, sidewalk, and planter strips.	05 12 32	P	.45		PE CN	1/1/2019 1/1/2019						544 1711	544 1711					EA	No
							<b>Totals</b>								2255	2255					



## Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	49	116th Ave NE Sidewalk - South Rose Hill (NM47) 116th Ave NE from: NE 70th St to: NE 75th St Install curb, gutter, sidewalk, and planter strips.	32	P	.15		PE CN	1/1/2019 1/1/2019						102 320	102 320					EA	No
							Totals								422	422					
17	50	NE 60th Street Sidewalk (NM48) NE 60th Street from: 116th Ave NE to: 132nd Ave NE Install curb, gutter, sidewalk, and a bike lane.	32	P	1		PE CN	1/1/2019 1/1/2019					1202 3778	1202 3778					EA	No	
							Totals								4980	4980					
17	51	112th Ave NE Sidewalk (NM49) 112th Avenue NE from: NE 87th St to: NE 90th St Install curb, gutter, and sidewalk to continue across the Cross Kirkland Corridor.	32	P	.13		PE CN	1/1/2019 1/1/2019					128 400	128 400					EA	No	
							Totals								528	528					
17	52	NE 80th Street Sidewalk (NM50) NE 80th Street from: 126th Ave NE to: 130th Ave NE Install curb, gutter, sidewalk and associated storm drainage improvements.	06 32	P	.17		PE CN	1/1/2019 1/1/2019					208 652	208 652					EA	No	
							Totals								860	860					



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	53	13th Avenue Sidewalk (NM54) 13th Avenue NE from: 3rd Street to: 4th Street Install concrete sidewalk, curb and gutter.	32	P	.15		PE CN	1/1/2019 1/1/2019						108 339	108 339					EA	No
							Totals							447	447						
17	54	122nd Avenue NE Sidewalk (NM55) 122nd Avenue NE from: NE 70th Street to: NE 75th Street Install sidewalk, curb and gutter, planter strip with street trees and bicycle facilities.	32	P	.22		PE CN	1/1/2019 1/1/2019						209 658	209 658					EA	No
							Totals							867	867						
19	55	NE 90th Street Sidewalk Phase I (NM56) NE 90th Street from: 124th Avenue NE to: 128th Avenue NE Install sidewalk, planter strip with trees, and curb and gutter.	32	P	.25		PE CN	1/1/2019 1/1/2019						281 884	281 884					EA	No
							Totals							1165	1165						
19	56	Nonmotorized/Emergency Access Connection (NM58) 111th Avenue from: Forbes Creek Drive to: Ne 106th Street Install paved nonmotorized facility with retractable bollards and/or emergency vehicle actuated gate(s) to prevent through traffic.	01 12 32	P	.15		PE CN	1/1/2019 1/1/2019						518 1482	518 1482					EA	No
							Totals							2000	2000						



## Six Year Transportation Improvement Program

### From **2014** to **2019**

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	57	NE 104th Street Sidewalk (NM61) NE 104th Street from: 126th Ave NE to: 132nd Ave NE Install concrete curb, gutter and sidewalk with planter strip.	06 32	P	.37		PE CN	1/1/2019 1/1/2019						310 775	310 775					EA	No
							<b>Totals</b>							1085	1085						
19	58	19th Avenue Sidewalk (NM62) 19th Avenue from: Market Street to: 4th Street Install concrete curb, gutter and sidewalk with a planter strip.	32 06	P	.33		PE CN	1/1/2019 1/1/2019						218 596	218 596					EA	No
							<b>Totals</b>							814	814						
16	59	Kirkland Way Sidewalk (NM63) Kirkland Way from: 8th Street to: Ohde Install concrete curb, gutter and sidewalk with planter strip.	06 32	P	.10		PE CN	1/1/2019 1/1/2019						100 315	100 315					EA	No
							<b>Totals</b>							415	415						
14	60	NE 132nd Street Sidewalk (NM71) NE 132nd Street from: 84th Ave NE to: 87th Ave NE Install curb, gutter, sidewalk and planter strip.	32	P	.18		PE CN	1/1/2019 1/1/2019						88 275	88 275					EA	No
							<b>Totals</b>							363	363						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	61	NE 132nd Street Sidewalk at Finn Hill Middle School (NM72) NE 132nd Street from: 82nd Ave to: 84th Ave Install curb, gutter and sidewalk, planter strip and bike lanes.	32	P	21		PE CN	1/1/2019 1/1/2019						223 470	223 470					EA	No
							Totals							693	693						
19	62	90th Avenue NE Sidewalk (NM74) 90th Ave NE from: North of NE 134th St to: Construct curb, gutter and sidewalk to complete missing link.	32	P	.06		PE CN	1/1/2019 1/1/2019						130 223	130 223					EA	No
							Totals							353	353						
19	63	84th Avenue NE Sidewalk (NM75) 84th Ave NE from: NE 145th St to: NE 124th St Construct curb, gutter and sidewalk.	32	P	.77		PE CN	1/1/2019 1/1/2019						978 3075	978 3075					EA	No
							Totals							4053	4053						
19	64	NE 140th St Sidewalks at Muir Elem Ph I (NM76) NE 140th St from: 127th Place NE to: 132nd Ave NE Construct curb, gutter and sidewalk to complete missing link.	32	P	.28		PE CN	1/1/2019 1/1/2019						273 858	273 858					EA	No
							Totals							1131	1131						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
19	65	NE 140th St - Keller Elem Walk Route Enhance North (NM77) NE 140th St from: Juanita Woodinville Way to: 113th Ave NE Construct curb, gutter and sidewalk to fill in missing links of school walk route.	32	P	.27		PE CN	1/1/2019 1/1/2019						316 869	316 869					EA	No
							<b>Totals</b>							1185	1185						
19	66	NE 140th St - Keller Elem Walk Route Enhance South (NM78) NE 140th St from: Juanita Woodinville Way to: 113th Ave NE Construct curb, gutter and sidewalk to fill missing links along school walk route.		P	.16		PE CN	1/1/2019 1/1/2019						199 548	199 548					EA	No
							<b>Totals</b>							747	747						
19	67	NE 140th St Sidewalks at Muir Elem Ph 2 (NM79) NE 140th St from: 124th Ave NE to: 127th PI NE Construct curb, gutter and sidewalk to fill missing links in school walk route.	32	P	.14		PE CN	1/1/2019 1/1/2019						173 475	173 475					EA	No
							<b>Totals</b>							648	648						
19	68	Juanita-Kingsgate Pedestrian Bridge (NM80) NE 140th St or NE 145th St from: 114th Ave NE to: Kingsgate Park Provide pedestrian connection across I-405.	08	P			PE CN	1/1/2019 1/1/2019						1391 3109	1391 3109					EA	No
							<b>Totals</b>							4500	4500						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	69	NE 85th Street Queue Bypass (TR56) NE 85th Street from: 114th Ave NE to: I-405 Install eastbound HOV lanes on NE 85th St to southbound I-405, modify signal at 114th Ave NE.	12 21	P	.08	T	PE CN	1/1/2019 1/1/2019						290 551	290 551					EA	No
							Totals							841	841						
14	70	NE 124th Street HOV Queue Bypass (TR57) NE 124th Street from: 116th Ave NE to: I-405 Install eastbound HOV lanes on NE 124th Street to southbound I-405, modify signal at 116th Ave NE.	12 21	P	.09	T	PE RW CN	1/1/2019 1/1/2019 1/1/2019						553 119 1050	553 119 1050					EA	Yes
							Totals							1722	1722						
16	71	6th Street/Kirkland Way New Traffic Signal (TR65) 6th Street from: Kirkland Way to: Kirkland Way Construct traffic signal.	32	P	.05		PE RW CN	1/1/2014 1/1/2014 1/1/2014						242 60 690	242 60 690	242				EA	Yes
							Totals							992	992	992					
17	72	Kirkland Way/CKC Abutment Intersection (TR67) Cross Kirkland Corridor from: Kirkland Way to: Railroad Ave Construct undercrossing to correct geometric deficiencies, install sidewalks.	09 12	P	.06		PE CN	1/1/2019 1/1/2019						2388 4529	2388 4529					EA	No
							Totals							6917	6917						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	73	Lake Washington Blvd HOV Queue Bypass (TR68) Lake Washington Blvd from: Cochran springs Creek to: City of Bellevue at SR520 Add southbound HOV travel lane to Lake Washington Blvd.	12 21	P	.09		PE RW CN	1/1/2019 1/1/2019 1/1/2019						549 4989 1042	549 4989 1042					EA	Yes
							Totals							6580	6580						
14	74	NE 116th St Eastbound HOV Queue Bypass (TR72) NE 116th Street from: 118th Ave NE to: I-405 SB Install new eastbound HOV west of the intersection of 120th Ave NE to allow transit and HOV vehicles to enter I-405 in the southbound direction.	05 12 21	P	.28		PE RW CN	1/1/2019 1/1/2019 1/1/2019						2142 1133 4062	2142 1133 4062					EA	Yes
							Totals							7337	7337						
16	75	NE 70th Street Eastbound HOV Queue Bypass (TR73) NE 70th Street from: Ne 70th Street to: I-405 SB Install new eastbound travel lane west of I-405 to allow transit and HOV traffic to enter I-405 in the southbound direction at NE 70th Street.	05 12 21	P	.06		PE RW CN	1/1/2019 1/1/2019 1/1/2019						471 337 894	471 337 894					EA	Yes
							Totals							1702	1702						
14	76	NE 85th Street Westbound HOV Queue Bypass (TR74) NE 85th Street from: 120th Ave NE to: I-405 NB Install new westbound travel lane east of the intersection of NE 85th Street and 120th Ave NE that will allow transit and HOV traffic to enter I-405 in the northbound direction.	05 12 21	P	.07		PE RW CN	1/1/2019 1/1/2019 1/1/2019						553 173 1049	553 173 1049					EA	Yes
							Totals							1775	1775						



Six Year Transportation Improvement Program

From 2014 to 2019

Agency: Kirkland

Co. No.: 17 Co. Name: King Co.

City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_

Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	77	NE 124th Street Westbound HOV Queue Bypass (TR75) NE 124th Street from: 124th Ave NE to: I-405 NB Install new westbound travel lane east of the I-405 northbound off-ramp that will allow transit and HOV traffic to enter northbound I-405 northbound direction.	05 12 21	P	.09		PE CN	1/1/2019 1/1/2019						440 835	440 835					EA	No
							Totals							1275	1275						
14	78	Central Way/Park Place Center Traffic Signal (TR82) Central Way from: Park Place Entrance to: Install traffic signal to minimize traffic conflict, improve safety and traffic operation.	12	P	.05		PE CN	1/1/2019 1/1/2019						100 100	100 100					EA	No
							Totals							200	200						
14	79	100th Ave NE/NE 124th St Intersection Imps (TR84) 100th Ave NE from: NE 124th Street to: NE 124th Street Construct northbound through lane on south leg of the intersection; construct northbound receiving lane on north leg of the intersection.	05 06	P	.05		PE CN	1/1/2019 1/1/2019						770 1460	770 1460					EA	No
							Totals							2230	2230						
16	80	NE 70th St/132nd Ave NE Intersection Improvements (TR86) NE 70th Street from: 132nd Ave NE to: 132nd Ave NE Construct a westbound right turn lane and a northbound right turn lane.	05 06	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						769 2364 1458	769 2364 1458					EA	Yes
							Totals							4591	4591						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	81	Ne 85th St/120th Ave NE Intersection Impr (TR88) NE 85th Street from: 120th Ave NE to: Install new turn lanes and pedestrian facilities. Consolidate commercial driveways where feasible.	03 05 06 12	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						883 2715 1674	883 2715 1674					EA	Yes
							<b>Totals</b>								5272	5272					
14	82	NE 85th St/132nd Ave NE Intersection Imps Ph II (TR89) NE 85th Street from: 132nd Ave NE to: Install new travel lanes. Upgrade the existing signalized intersection. Replace all pedestrian facilities and consolidate commercial driveways where feasible.	03 05 06 12	P	.05		PE CN	1/1/2019 1/1/2019						631 1195	631 1195					EA	No
							<b>Totals</b>								1826	1826					
14	83	Lake Washinaton Blvd/NE 38th Pl Intersection (TR90) Lake Washington Blvd from: NE 38th Place to: Install new travel lane through the intersection. Upgrade the existing signalized intersection. Replace all existing pedestrian facilities and consolidate commercial driveways.	03 05 06 12	P	.05		PE CN	1/1/2019 1/1/2019						136 364	136 364					EA	No
							<b>Totals</b>								500	500					
14	84	NE 124th St/124th Ave NE Intersection Imps (TR91) NE 124th Street from: 124th Ave NE to: North Leg Widen north leg to allow second left-turn lane, extend right turn lane for through-right.	06 12	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						1408 370 1725	1408 370 1725					EA	Yes
							<b>Totals</b>								3503	3503					



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	85	NE 116th Street/124th Ave NE NB Dual Left Turn (TR92) NE 116th Street from: 124th Ave NE (south leg) to: NE 116th St (west leg) Reconstruct the south leg (124th Ave NE) of the intersections to allow for two northbound left-turn lanes from 124th Ave to NE 116th St.	06 12	P	.06		PE CN	1/1/2019 1/1/2019						593 1124	593 1124					EA	No
							Totals							1717	1717						
14	86	NE 132nd St/Juanita H.S. Access Road Intersection (TR93) NE 132nd Street from: 104th Ave NE to: Construct eastbound right-turn lane.	05 06 12	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						288 80 548	288 80 548					EA	Yes
							Totals							916	916						
14	87	NE 132nd St/108th Ave NE Intersection Imps (TR94) NE 132nd Street from: 108th Ave NE to: Construct westbound right-turn lane.	05 06 12	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						196 50 372	196 50 372					EA	Yes
							Totals							618	618						
14	88	NE 132nd St/Fire Station Access Intersection Imps (TR95) NE 132nd Street from: to: Modify existing signal to include pedestrian actuated option.	05 06 12	P	.05		PE CN	1/1/2019 1/1/2019						126 240	126 240					EA	No
							Totals							366	366						



Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_

Co. No.: 17 Co. Name: King Co.

Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

City No.: 0625 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	89	NE 132nd St/124th Ave NE Intersection Imps (TR96) NE 132nd Street from: 124th Ave NE to: Extend eastbound left-turn lane and add second eastbound left turn lane. Widen and restripe east leg to match west leg and restripe north leg to provide two northbound through lanes with one southbound left-turn lane	05 06 12	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						2021 670 3022	2021 670 3022					EA	Yes
							Totals								5713	5713					
14	90	Ne 132nd St/132nd Ave NE Intersection Imps (TR97) NE 132nd Street from: 132nd Ave NE to: Extend eastbound left turn lane and right turn lane.	05 06 12	P	.05		PE RW CN	1/1/2019 1/1/2019 1/1/2019						282 71 536	282 71 536					EA	Yes
							Totals								889	889					
14	91	NE 132nd St/116th Way NE (I-405) Intersection (TR98) NE 132nd Street from: 116th Way NE to: Coordinatino of City ROW and intersection improvements in association with the WSDOT's Half-Diamond Interchange.	05 06 12	P	.05		PE	1/1/2014						300	300					EA	No
							Totals								300	300					
17	92	120th Ave/Totem Lake Way Intersection Imps (TR99) Totem Lake Way from: 120th Ave NE to: Install traffic signal to minimize traffic conflict., improve safety and traffic operation. Concurrent with development of Totem Lake Mall.	12	P	.06		PE CN	1/1/2019 1/1/2019						996 1850	996 1850					EA	No
							Totals								2846	2846					



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	93	6th Street & Central Way Intersection Imps (TR100-100) 6th Street from: Central Way to: Install multiple upgrades to existing signalized intersection. Improvements will result in new signature "Gateway" to the Central Downtown area of Kirkland with associated upgrades to surface.	03 12	P	.07		PE RW CN	1/1/2019 1/1/2019 1/1/2019						608 284 975	608 284 975					EA	Yes
							Totals							1867	1867						
14	94	Central Way/4th Street Intersection Imps (TR103) Central Way from: 4th Street to: Extend two-way left turn by moving crosswalk to Park Place signal.	12	P	.05		PE CN	1/1/2019 1/1/2019						10 21	10 21					EA	No
							Totals							31	31						
16	95	6th Street/4th Avenue Intersection Imps (TR104) 6th Street S. from: 4th Avenue to: Dual eastbound left turn, with widening on 6th Street.	12	P	.05		PE CN	1/1/2019 1/1/2019						229 351	229 351					EA	No
							Totals							580	580						
14	96	Central Way/5th St Intersection Imps (TR105) Central Way from: 5th Street to: Install new traffic signal. Allow intersection to maintain a level of service.	12	P	.05		PE CN	1/1/2019 1/1/2019						232 332	232 332					EA	No
							Totals							564	564						



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
17	97	6th St/7th Ave Intersection Improvements (TR106) 6th Street from: 7th Avenue to: Add left turn lanes on northbound and southbound approaches.	12	P	.05		PE CN	1/1/2019 1/1/2019						31 58	31 58					EA	No
							<b>Totals</b>								89	89					
14	98	Market Street/15th Ave Intersection Imps (TR107) Market Street from: 15th Avenue to: Install new traffic signal. Improvements will allow intersection to maintain level of service.	12	P	.05		PE CN	1/1/2019 1/1/2019						197 367	197 367					EA	No
							<b>Totals</b>								564	564					
14	99	NE 85th St/124th Ave NE Intersection Imps (TR108) NE 85th St from: 124th Ave NE to: Add northbound right turn only pocket.	12	P	.05		PE CN	1/1/2019 1/1/2019						311 578	311 578					EA	No
							<b>Totals</b>								889	889					
14	100	Totem Lk Plaza/Totem Lk Blvd Intersection Imprvmts (TR109) Totem Lake Mall from: to: Install traffic signal and associated roadway improvements required for Totem Lake Mall development.	12	P			PE CN	1/1/2019 1/1/2019						525 975	525 975					EA	No
							<b>Totals</b>								1500	1500					



## Six Year Transportation Improvement Program

### From **2014** to **2019**

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
14	101	<i>Totem Lake Plaza/120th Ave NE Intersection Imps (TR110)</i> Totem Lake Plaza from: 120th Ave NE to: Install traffic signal to minimize traffic conflict, improve safety and traffic operation, concurrent with development of Totem Lake Mall.	12	P	.05		PE CN	1/1/2019 1/1/2019						525 975	525 975					EA	No
							<b>Totals</b>							1500	1500						
16	102	<i>Kirkland ITS Implementation Phase IIA (TR111-001)</i> City wide from: to: Install traffic signal upgrades on ITS corridors, CCTV, TSP, fiber optic communication to link corridors to TMC, communication network expansion and traffic signal upgrades at isolated intersections.	06 12	P			PE CN	1/1/2019 1/1/2019						178 1011	178 1011					EA	No
							<b>Totals</b>							1189	1189						
14	103	<i>Kirkland ITS Implementation Phase IIB (TR111-002)</i> Totem Lake Urban Center from: to: Implementation of ITS upgrades at intersections formerly on King County's network.	06 12	P			PE CN	1/1/2019 1/1/2019						565 2079	565 2079					EA	No
							<b>Totals</b>							2644	2644						
17	104	<i>Slater Avenue NE Traffic Calming Phase I (TR114)</i> Slater Ave from: 100th St NE to: NE 112th St Construct traffic calming measures along Slater Ave.	12	P			PE CN	1/1/2019 1/1/2019						91 156	91 156					EA	No
							<b>Totals</b>							247	247						



## Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_

Co. No.: 17 Co. Name: King Co.

Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

City No.: 0625 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only			
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)		
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds								
									Federal Fund Code	Federal Cost by Phase												
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21		
14	105	100th Ave NE Roadway Improvements (ST83-101) 100th Ave NE from: NE 139th St to: NE 145th St Widen existing roadway to provide bicycle lanes, center turn lane, sidewalks, curb and gutter, illumination improvements and storm drainage system upgrades.	04	P	.53		PE RW CN	1/1/2019 1/1/2019 1/1/2019						1850 1100 6550	1850 1100 6550					EA	Yes	
							Totals						9500	9500								
19	106	Street Levv - Safe Routes to Schools (NM6-100) City-wide from: to: A fund to leverage State and Federal grant funding to build safe routes near Kirkland elementary and middle schools	32	S		O	PE CN	1/1/2014 1/1/2014					180 420	180 420		45 105	45 105	90 210	EA	No		
							Totals						600	600	150	150	300					
19	107	Streets Levv - Pedestrian Safety (NM6-200) City-wide from: to: Upgrade and add up to 50 rapid flashing beacons, install approximately 500 new ADA ramps, restripe crosswalks, expand City's pedestrian and bicycle routes, and install traffic control devices within Kirkland neighborhoods.		S		O	PE CN	1/1/2014 1/1/2014					357 833	357 833	177 413	45 105	45 105	90 210	EA	No		
							Totals						1190	1190	590	150	150	300				
	108	Rose Hill Business District Sidewalks (NM51) NE 85th Street from: I-405 to: 132nd Ave NE Complete sidewalks along NE 85th Street between I-405 and 132nd Ave NE.		S			PE CN	1/1/2014 1/1/2014					435 1015	1838 4290	2273 5305	1462 3410	811 1895			EA	No	
							Totals						1450	6128	7578	4872	2706					



## Six Year Transportation Improvement Program

### From **2014** to **2019**

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
	109	6th Street South Sidewalk (NM82) 6th Street South from: CKC to: 519 6th Street South Construct sidewalk along west side of 6th Street South between CKC and existing sidewalk adjacent to 519 6th Street South.		S			PE CN	1/1/2014 1/1/2014						124 288	124 288	124 288				EA	No
							<b>Totals</b>							412	412	412					
	110	South Kirkland TOD/CKC Multi-Modal Connection - Phase I from: to: Study, design and construct stair tower and covered pedestrian bridge between the new parking garage at the South Kirkland Transit Center and the Cross Kirkland Corridor.		S			PE CN	1/1/2014 1/1/2014						390 910	390 910	390 910				EA	No
							<b>Totals</b>							1300	1300	1300					
	111	NE 85th St/132nd Ave NE Intersection Improvements Ph 1 from: to: Extend southbound to eastbound left-turn lane pocket and construct a northbound to eastbound right-turn lane.		S			PE CN	1/1/2014 1/1/2014						290 677	290 677	290 677				EA	No
							<b>Totals</b>							967	967	967					
	112	NE 85th St/124th Ave NE Intersection Improvements (TR80) from: to: Construct two eastbound to northbound left-turn lanes as part of a Sound Transit Route 540 corridor improvement.		S			PE CN	1/1/2014 1/1/2014						367 856	367 856	367 856				EA	No
							<b>Totals</b>							1223	1223	1223					



## Six Year Transportation Improvement Program

### From 2014 to 2019

Agency: Kirkland  
 Co. No.: 17 Co. Name: King Co.  
 City No.: 0625 MPO/RTPO: PSRC

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_  
 Amend Date: \_\_\_\_\_ Resolution No.: R-5038

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only				
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)			
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds									
									Federal Fund Code	Federal Cost by Phase													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
	113	6th Street South & 9th Avenue South Traffic Signal (TR115)  from: _____ to: _____ Install new traffic signal, channelization, and pedestrian crossings at this intersection.		S			PE RW CN	1/1/2014 1/1/2014 1/1/2014						380 129 430	380 129 430	380 129 430					EA	Yes	
<b>Totals</b>													939	939	939								
	114	NE 132nd Street Emergency Vehicle Access Ph 1 (ST84) NE 132nd Street  from: _____ to: _____ Preliminary engineering and scoping to study and plan for approximately 2100 LF of 20-foot roadway for emergency vehicle access, including new traffic signal at Juanita Drive NE and 132nd Ave NE, retaining walls, storm		P			PE CN	1/1/2019 1/1/2019						45 105	45 105						EA	No	
<b>Totals</b>														150	150								
	115	Finn Hill Roadway Emergency Vehicle Access (ST86)  from: _____ to: _____ Install retractable bollards at four locations within the Finn Hhill Neighborhood to replace existing Type III roadway barricades.		P			PE CN	1/1/2019 1/1/2019						270 630	270 630						EA	No	
<b>Totals</b>														900	900								
	116	Cross Kirkland Corridor Opportunity Fund (NM24-201)  from: _____ to: _____ Development and/or acquisition related costs for implementation of Cross Kirkland Corridor Master Plan.		P			PE CN	1/1/2019 1/1/2019						150 350	150 350						EA	Yes	
<b>Totals</b>														500	500								



## Six Year Transportation Improvement Program

From **2014** to **2019**

Agency: Kirkland

Hearing Date: 2/18/2014 Adoption Date: \_\_\_\_\_

Co. No.: 17 Co. Name: King Co.

Amend Date: \_\_\_\_\_ Resolution No.: **R-5038**

City No.: 0625 MPO/RTPO: PSRC

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No.      B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done	Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars								Expenditure Schedule (Local Agency)				Federally Funded Projects Only		
							Project Phase	Phase Start	Fund Source Information						1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)	
									Federal Funding		State Fund Code	State Funds	Local Funds	Total Funds							
									Federal Fund Code	Federal Cost by Phase											
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
	117	CKC to Redmond Central Corridor Regional Connector (NM81)  from: _____ to: _____ Install new sidewalk, curb ramps, and additional roadway paving to provide 10' wide bicycle lanes on each side of street, along with a separate ADA compliant pedestrian route to connect the Redmond Central Connector to		P			PE CN	1/1/2019 1/1/2019						1096 2560	1096 2560					EA	No
							Totals						3656	3656							
	118	South Kirkland TOD/CKC Multi-Modal Connection Ph 2 (NM85)  from: _____ to: _____ Second-phase project to design and construct an ADA compliant/elevator component for the stair tower and covered pedestrian bridge between the new parking garage at the South Kirkland Transit Center and the Cross		P			PE CN	1/1/2019 1/1/2019					360 840	360 840					EA	No	
							Totals						1200	1200							
	119	CKC Non-Motorized Improvements, Multi-Phased (NM86)  from: _____ to: _____ Non-motorized improvements on the Cross Kirkland Corridor		P			PE CN	1/1/2019 1/1/2019					26850 62650	26850 62650					EA	No	
							Totals						89500	89500							
	120	Citywide School Walk Route Enhancements (NM87)  from: _____ to: _____		P			PE CN	1/1/2019 1/1/2019					4890 11410	4890 11410					EA	No	
							Totals						16300	16300							
<b>Grand Totals for Kirkland</b>											<b>9,310</b>	<b>4,472</b>	<b>432,35</b>	<b>446,13</b>	<b>25,012</b>	<b>15,733</b>	<b>9,147</b>	<b>20,776</b>			

**CITY OF KIRKLAND**

City Manager's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3001  
www.kirklandwa.gov**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Lorrie McKay, Intergovernmental Relations Manager

**Date:** February 7, 2014

**Subject:** 2014 LEGISLATIVE UPDATE #2

**RECOMMENDATION:**

Council should receive its second update on the 2014 legislative session.

**BACKGROUND DISCUSSION:**

This is an update on the City's legislative interests as of February 7.

At the writing of this memo, the legislature had concluded its fourth week of the 2014 State Legislative Session. On February 7, the legislature also reached its first key cutoff of the session, being the "last day to read in committee reports in house of origin, except House fiscal committees and Senate Ways & Means and Transportation committees." During the first four weeks of session, the lawmakers introduced approximately 1,300 pieces of legislation. Of these bills, Waypoint Consulting Group identified over 115 as having potential impacts on the city. City staff have reviewed, analyzed and provided timely recommendations on 90 of these bills.

**Status Summary of the City's 2014 legislative priorities (Attachment A)**

Transportation Revenue: By all appearances, a statewide transportation revenue package seems highly unlikely this session. There is a proposed statewide transportation revenue package on the House side, which includes funding for the I-405 / NE 132nd Project. However, the Senate has not yet put forth a proposal of any kind. It is because of this lack of action in Olympia that has prompted King County to propose creating a Transportation Benefit District with the intention of asking the voters for funding support in a Special Election in April 2014.

Continued state financial assistance and other tools that further the development of the CKC: City staff completed a 2014 Community Project Application requesting \$200,000 in funding for the multimodal span project between the South Kirkland Park and Ride Garage and the Cross Kirkland Corridor. Representative Habib is sponsoring this request on behalf of the City.

Restoring funding to the Public Works Assistance Account: HB 2244 - Restoring resources to the capital budget is the legislative proposal that seeks to return the Public Works Assistance Account's revenue streams back to the account. Mayor Walen testified in support of this bill on January 30 before the House Committee on Capital Budget. HB 2244 was moved out of Committee on February 4 and has been referred to the House Appropriations Committee.

Restoring local liquor revenue sharing formulas: The legislative proposal most closely identified with this priority is SB 6361/HB 2314 - concerning incrementally increasing the distribution percentage of liquor revolving fund revenues under RCW 66.08.190 to cities and counties. These bills are in Senate Ways & Means and House Appropriations respectively.

Sharing marijuana revenue: HB 2144 - Concerning the establishment of a dedicated local jurisdiction marijuana fund and the distribution of a specified percentage of marijuana excise tax revenues to local jurisdictions. Councilmember Asher testified in support of this bill on January 30 before the House Committee on Government Accountability & Oversight. HB 2144 was moved out of Committee on February 5 and referred to the House Appropriations Committee. It was heard in House Appropriations on February 7. On the Senate side, Second Substitute 5887 is the proposal that we're tracking. SSSB 5887 has both revenue sharing components as well as provisions for reconciling medical and recreational marijuana regulations.

Harmonize medical marijuana regulations to reflect recreational marijuana regulations: As mentioned above, SSSB 5887 has both revenue sharing components as well as provisions for reconciling medical and recreational marijuana regulations, so we are working with this bill. Other proposals include: SHB 2149 - Concerning medical marijuana; SHB 2304/SB 6160 - Concerning marijuana processing and retail licenses; and SB 6178 - Aligning the medical marijuana system with the recreational marijuana system.

NOTE: Marijuana related bills. In the first four weeks of session, there were nearly 50 marijuana related bills introduced by lawmakers. City staff reviewed 25 of these bills along the way and worked with Association of Washington Cities staff in an effort to sort through and prioritize the proposals. At present, the seven marijuana related bills noted in the above two priority categories are the primary marijuana bills that the City is tracking closely.

Oppose legislation that proposes lending products or practices that adversely impact the middle class and the poor: HB 2670: Concerning licensure of persons providing debt settlement services - was the legislative proposal of most concern in this regard. While the bill was heard in the House Committee on Business & Financial Services, it appears that it has stalled and will not move forward. While staff and the City's consultants will continue to monitor, the Legislative Committee considers this a success in achieving this 2014 priority.

February 11 is the "last day to read in committee reports from House fiscal committees and Senate Ways & Means and Transportation committees in house of origin." Also, February 18 is the "last day to consider bills in house of origin."

#### **COUNCIL LEGISLATIVE COMMITTEE:**

The Council's Legislative Committee (Mayor Walen, Councilmember Asher and Councilmember Marchione) meets weekly on Friday's at 3:30pm.

The Council's Legislative Committee did not meet on January 31. However, it did meet on February 7 to discuss the status of the city's 2014 legislative priorities and other bills of interest to the City (Attachment B).

#### **Week 3 (1/25 – 1/31)**

The primary focus in week 3

1. Status of City's legislative priorities
2. Summary tracking list of the City's positions on bills analyzed by staff
3. Mayor sent letter requesting \$200,000 technical adjustment to 2013 Capital Budget request
4. AWC Legislative Cities Days conference – Jan. 29 & 30
5. Department review and analysis of 24 new bills introduced of interest to the City
6. Noting two dozen marijuana related bills introduced
7. County TBD Proposal (County TrEE hearing Feb. 4)

**Week 4 (2/1 – 2/7)**

The primary focus in week 4

1. Status of City's legislative priorities
2. Summary tracking list of the City's positions on bills analyzed by staff
3. Department review and analysis of 13 new bills of interest to the City
4. Completing the 2014 Community Project Application for the Supplemental Capital Budget
5. King County TBD Proposal (County TrEE hearing Feb. 4. County Council hearing Feb. 10)

**AWC Legislative Cities Days conference – Jan. 29 & 30:**

All seven of Kirkland City Councilmembers participated in both the AWC's conference and the day of meeting with the City's delegation members. In addition, Councilmember Asher, with AWC Staff, presented on the priority of Transportation Revenue to the entire AWC family on Wednesday the 29<sup>th</sup>. Mayor Walen moderated a panel of lawmakers and AWC policy staff discussing the many marijuana related bills under consideration as part of the AWC's program agenda on the 30<sup>th</sup>.

On January 30, Mayor Walen testified before the House Capital Budget Committee in support of HB 2244 and in support of returning the Public Works Assistance Account's revenue streams back to the account beginning next biennium, rather than waiting until July 2019. Councilmember Asher testified before the House on Government Accountability & Oversight Committee in support of HB 2144, encouraging legislators to share revenue with local jurisdictions and work in partnership in this new marijuana frontier. Councilmember Marchione testified before the Senate Committee on Financial Institutions and Housing & Insurance in support of (SB 6313), which would continue a \$40 recording fee on certain real estate documents. This fee revenue has helped produce a 29 percent decrease in homelessness, and a 74 percent decrease in unsheltered families. SB 6313 is a priority item for the Eastside Human Services Forum and it is on our Support Agenda.

**HEARINGS AND CORRESPONDENCE:**

Bill	Cmte	Dt/Time	City Rep.	SME
HB 2144: Dedicated local jurisdiction marijuana fund...	HGAO	1/30 10am	CM Asher	Dunlap/AWC
HB 2244: Restoring resources to the capital budget	HCB	1/30 1:30p	Mayor Walen	Dunlap/AWC
SB 6313: Surcharge for local homeless housing/assist	SFIHI	1/30 1:30p	CM Marchione	EHSF
SB 5520: Single city regional fire authority	SGO	1/30 10am	Chief Nalder	M. Sullivan

**Cmte (Committee) Legend**

HGAO = House Committee on Government Accountability & Oversight  
HCB = House Committee on Capital Budget  
SFIHI = Senate Committee on Financial Institutions and Housing & Insurance  
SGO = Senate Committee on Government Operations

**Correspondence**

- January 25, 2014 Mayor's correspondence requesting technical adjustment in the 2013 Capital Budget in the 2013-15 Supplemental Capital Budget.

**BILL TRACKING:**

Staff and Waypoint Consulting continue to monitor our priority bills, their amendments and are tracking other bills of interest to the City. Staff and the Council's Legislative Committee continuously measure them against our 2014 legislative agenda. The City's position on bills is tracked on the summary tracking list referenced and attached to this memorandum.

Matrices updated February 14, for both Kirkland's legislative priorities and an updated bill position tracker will be emailed to Council in advance of the meeting on February 18.

- Attachments: A. Status of City's 2014 legislative priorities (February 7)  
B. Summary tracking list of the City's positions on bills analyzed by staff (February 7)

	Legislative Priority	Bill #	Prime Sponsor	Status
1	State & local transportation revenue	HB 1954	Rep. Clibborn Sen. King	6/29/13 – Returned to House Rules No proposal offered yet from the Senate.
2	\$5M for the next phase of the I-405 / NE 132nd Interchange ramp design		Rep. Moscoso	Project & \$5M is included in House package HB 1954
3	Continued state financial assistance and other tools that further the development of the CKC	HB 2224	Rep. Dunshee	2/6 – City's Community Projected Application submitted by Rep. Habib \$200,000 to amount awarded in 2013-15 Capital Budget
4	Restoration of funding to the Public Works Assistance Account that was swept in 2013	HB 2244 SB 6120	Rep. Stanford Sen. Hobbs	2/5 – Exec Action taken in Capital Budget and Referred to Appropriations 1/15 – Referred to Ways & Means
5	Restoration of local liquor revenue sharing formulas to adequately fund public safety & other local impacts of liquor consumption	HB 2067 HB 2314 SB 6361	Rep. Tharinger Rep. Tharinger Sen. Angel	1/13 – Retained in Appropriations 1/15 – Referred to Appropriations 1/22 – Referred to Ways & Means
6	Support sharing marijuana revenue to address public safety needs and other local impacts	<a href="#">SHB 2144</a> <a href="#">SHB 2198</a> HB 2409  <a href="#">SB 5887</a>	Rep. Condotta Rep. Carlyle Rep. Carlyle  <a href="#">Sen. Rivers</a>	2/7 – Heard Substitute in Appropriations 2/7 – Heard Substitute in Appropriations 2/4 – Passed to Rules for 2 <sup>nd</sup> Reading 2/7 – Referred to Ways and Means
7	Harmonize medical marijuana regulations to reflect recreational marijuana regulations	<a href="#">SHB 2149</a> <a href="#">SHB 2304</a> / SB 6160  SB 6178	Rep. Cody Rep. Moscoso Sen. Conway  Sen. Kohl-Welles	2/7 – Heard Substitute in Appropriations 2/5 – Substitute Passed to Rules for 2 <sup>nd</sup> reading 2/7 – Exec Action taken in Commerce & Labor 2/7 – Exec Action taken in Commerce & Labor
8	Oppose legislation that proposes lending products or practices that adversely impact the middle class and the poor	HB 1657 HB 2142 HB 2670  SB 5312	Rep. Stanford Rep. Kirby Rep. Kirby  Sen. Hobbs	1/13 – Retained in Business & Financial Services 1/13 – Referred to Business & Financial Services 1/28 – Heard in Business & Financial Services. 1/13 – Retained in Senate Rules

Bill	Title	Position	Status
<b>Support</b>			
<a href="#">SHB 1126</a>	Concerning state fire service mobilization.	Support	1/28- Referred to Appropriations
<a href="#">HB 1579</a>	Concerning paint stewardship.	Support	2/6 -Exec acion in Environment and SC GGIT
<a href="#">HB 1654</a>	Regional fire protection service authority within the boundaries of a single city	Support	1/20 - Placed on 3rd reading by Rules
<a href="#">HB 2105</a>	Promoting transparency by requiring public agencies post their agendas online in advance of meetings	Support	1/30 - Placed on 2nd reading by Rules
<a href="#">HB 2121</a>	Training pub officials & employees re: public records, records mngmnt, & open public mtgs	Support	1/27 - Passed to Rules for 2nd reading
<a href="#">HB 2128</a>	Creating a public disclosure exemption for GPS data that shows the residence of an employee or agent of a criminal justice agency.	Support	1/15 – Heard in Gov Ops and Elections
<a href="#">HB 2144</a>	Establishment of a dedicated local jurisdiction marijuana fund & the distribution of a specified % marijuana excise tax revenues to locals	Support	2/7 – Hearing in Appropriations. 2/5 Exec'd from Gov Acctnbly & Ovrst
<a href="#">HB 2149</a>	Concerning medical marijuana.	Support - pending clarification of effect on local gov auth to regulate	2/7- Hearing at 1:30 Appropriations
<a href="#">HB 2150</a>	Encouraging rec. access to private property.	support	1/23 - Referred to Rules 2 Review
<a href="#">HB 2185</a>	Making 2014 supplemental operating appropriations	Support (or Neutral)	1/13 – Referred to Appropriations
<a href="#">HB 2192</a>	Promoting economic development through enhancing transparency and predictability of state agency permitting and review processes.	Support	2/5 – Referred to Appropriations. 2/4 Exec Action taken Gov Ops and Elections
<a href="#">HB 2206</a>	Concerning the possession or use of alcohol, cannabis products, and controlled substances in sentencing provisions.	Support / Neutral	1/21 – Heard in Public Safety
<a href="#">HB 2214</a>	Concerning the training of code enforcement officials.	Support	2/10 - Hearing at 10 in Appropriations
<a href="#">HB 2219</a>	Concerning golf cart zones established by cities or counties.	Support?	1/27 - Passed to Rules for 2nd reading
<a href="#">HB 2224</a>	2013-2015 supplemental capital budget.	Support	1/21 - Heard in Capital Budget
<a href="#">HB 2234</a>	Addressing vesting under comprehensive plans or development regulations determined to be invalid by the growth management hearings board.	Support	1/29 – Heard in Local Gov
<a href="#">HB 2244</a>	Restoring resources to the capital budget.	Support	2/5 - Referred to Appropriations. 2/4 - Exec Action taken in Capital Budget
<a href="#">HB 2246</a>	Regarding financing for stewardship of mercury-containing lights.	Support	2/4 - Passed to Rules for 2nd reading
<a href="#">HB 2296</a>	Addressing duplicate signatures on petitions in cities, towns, and code cities.	Support	1/30 - Placed on 2nd reading by Rules
<a href="#">HB 2303</a>	Encouraging safe & responsible sales of marijuana by authorizing the use of minors in compliance checks	Support	1/23 – Heard Gov Acctnbly & Ovrst
<a href="#">HB 2304</a>	Concerning marijuana processing and retail licenses.	Support	2/5 - Passed to Rules for 2nd Reading
<a href="#">HB 2312</a>	Involving communities in enviro decision making.	Support	2/5 - Referred to Appropriations. 2/5 Exec from Environment
<a href="#">HB 2314</a>	Incrementally increasing the distribution percentage of liquor revolving fund revenues under RCW 66.08.190 to cities and counties.	Support	1/15 - Referred to Appropriations
<a href="#">HB 2349</a>	Concerning community redevelopment financing in apportionment districts.	Support / Neutral	1/23 - Heard in Finance
<a href="#">HB 2368</a>	Concerning a surcharge for local homeless housing and assistance.	Support	1/31- Referred to Appropriations
<a href="#">HB 2382</a>	Improving the methods for evaluation of the local infrastructure financing tool program.	Support	1/28 - Heard in Technology & Econ Dev
<a href="#">HB 2403</a>	Exempting portions of certain records containing GIS data for sewer mains, water mains, and manholes from public disclosure.	Support	1/28 – Heard Gov Ops and Elections
<a href="#">HB 2409</a>	Delaying the use of existing tax preferences by the marijuana industry to ensure a regulated and safe transition to the controlled and legal marijuana market in Washington.	Support	2/4 - Passed to Rules for 2nd reading

<a href="#">HB 2411</a>	Creating a tax stamp system for the sale of recreational marijuana.	Support	1/23 – Heard in Gov Acctbly & Ovrst
<b>Support</b>			
<a href="#">HB 2414</a>	Concerning water conservation appliances	Support	2/5 - Passed to Rules for 2nd reading
<a href="#">HB 2506</a>	Making felony driving under the influence of intoxicating liquor, marijuana, or any drug a class B felony.	Support	2/4 - Heard in Public Safety
<a href="#">HB 2510</a>	Authorizing municipalities to prohibit the operation of commercial marijuana production, processing, and retail facilities within their jurisdictional boundaries.	Support	1/20 - Referred to Gov. Accountability & Oversight
<a href="#">HB 2515</a>	Concerning the treatment of population enumeration data, including exempting it from public inspection and copying.	Support	2/3 – Passed to Rules for 2nd reading
<a href="#">HB 2539</a>	Simplifying the taxation of amusement, recreation, and physical fitness services.	Support	2/6 - Exec action taken in Finance
<a href="#">HB 2599</a>	Modifying requirements for pedestrians walking along roadways.	Support	1/22 - Referred to Transportation
<a href="#">HB 2677</a>	Establishing a process for the payment of impact fees through provisions stipulated in recorded covenants.	Support with conditions	2/5 - Passed to Rules for 2nd reading
<a href="#">HB 2732</a>	Concerning the distribution of marijuana tax revenues for local law enforcement officers.	Support	1/29 - Referred to Gov Accountability & Oversight
<b>Neutral</b>			
<a href="#">HB 2178</a>	Concerning unmanned aircraft.		1/30 - Placed on 2nd reading by Rules
<a href="#">HB 2179</a>	Regarding government surveillance conducted with extraordinary sensing devices.		2/6 - Exec action taken in Subcommittee on General Gov & Info Tech
<a href="#">HB 2180</a>	Enacting the digital world privacy act.	Neutral	1/16 - Heard in Tech & Econ Dev
<b>Oppose</b>			
<a href="#">HB 1287</a>	Subjecting federally recognized Indian tribes to the same conditions as state and local governments for property owned exclusively by the tribe.	Oppose	2/5 - Passed to Rules for 2nd reading
<a href="#">HB 2151</a>	Concerning recreational trails.	Oppose	2/6 - Passed to Rules for 2nd reading
<a href="#">HB 2168</a>	minimum room area and floor area square footage requirements for single-family residential areas.	Oppose	1/31 – Passed to Rules for 2nd Reading
<a href="#">HB 2198</a>	Providing tax relief to qualifying patients for purchases of marijuana for medical use.	Oppose?	2/7 - Hearing in Appropriations
<a href="#">HB 2233</a>	Concerning the medical use of cannabis.	Oppose	1/14 - Referred to Health Care & Wellness
<a href="#">HB 2311</a>	Addressing notice requirements for land use applications and decisions.	Oppose	1/20 – Heard in Local Gov
<a href="#">HB 2322</a>	Prohibiting local governments from taking actions preventing or impeding the creation or operation of commercial mj businesses licensed by LCB	Oppose	1/30 – Heard in Gov Acctbly & Ovrst
<a href="#">HB 2428</a>	Concerning authorizations of proposals for emergency medical care and service levies.	Oppose (unless Sec. 1. (6) is deleted)	1/28 - Heard in Finance
<a href="#">HB 2498</a>	Establishing a process for the payment of impact fees through provisions stipulated in recorded covenants.	Oppose	1/20 - Referred to Local Gov
<a href="#">HB 2499</a>	Permitting school siting outside of urban growth areas.	Oppose	1/30 - Heard in Local Gov
<a href="#">HB 2509</a>	Authorizing municipalities to prohibit the possession of marijuana and marijuana-based products within their jurisdictional boundaries.	Oppose	1/20 - Referred to Gov Accountability & Oversight
<a href="#">HB 2606</a>	Restricting the use of automated license plate recognition systems.	Oppose	1/22 - Referred to Public Safety
<a href="#">HB 2670</a>	Concerning licensure of persons providing debt settlement services.	Oppose	1/28 - Heard in Business & Financial Services

Bill	Title	Position	Status
<b>Support</b>			
<a href="#">SB 5424</a>	Concerning paint stewardship.	Support	1/13 - Retained in Ways & Means
<a href="#">SB 5520</a>	Regional fire protection service authority within the boundaries of a single city	Support	2/5 - Passed to Rules for 2nd reading
<a href="#">SB 5741</a>	Allowing the use of lodging taxes for financing workforce housing and tourism promotion activities or facilities.	Support	2/5 - Passed to Rules for 2nd reading
<a href="#">SB 5887</a>	Concerning the medical use of cannabis.	Support	2/7 - Referred to Ways & Means
<a href="#">SB 5955</a>	Establishing WA publicly owned trust to create a financing infrastructure to implement I-502 compliant with the US AG's guidance letter of 8/29/13, thereby providing resources for public infrastructure & other public purposes.	Support	1/16 - Heard in Financial Institutions and Housing & Insurance
<a href="#">SB 5964</a>	Training pub officials & employees re: public records, records mngmnt, & open public mtgs	Support	2/7 - Passed to Rules for 2nd reading
<a href="#">SB 5971</a>	Concerning the continuity of government and operations in the event of an emergency, disaster, or attack.	Support	2/4 - Referred to Ways & Means
<a href="#">SB 6001</a>	Making 2013-2015 supplemental transportation appropriations.	Support (or neutral)	1/13 - Referred to Transportation
<a href="#">SB 6002</a>	Making 2014 supplemental operating appropriations.	Support (or Neutral)	1/15 - Heard in Ways & Means
<a href="#">SB 6006</a>	Concerning the treatment of population enumeration data, including exempting it from public inspection and copying.	Support	1/31 - Passed to Rules
<a href="#">SB 6018</a>	Concerning the training of code enforcement officials.	Support	2/4 - Referred to Ways & Means
<a href="#">SB 6020</a>	2013-2015 supplemental capital budget.	Support	1/14 - Referred to Ways & Means
<a href="#">SB 6158</a>	Encouraging safe and responsible sales of marijuana by authorizing the use of minors in compliance checks and addressing identification and manufacturing.	Support	2/7 - Exec action taken Commerce & Labor
<a href="#">SB 6177</a>	Regarding financing for stewardship of mercury-containing lights.	Support	2/7 - Passed to Rules for 2nd reading
<a href="#">SSB 6178</a>	Aligning the medical marijuana system with the recreational marijuana system.	Support all but Section 2	2/7 - Exec action on 1st Substitute Commerce & Labor
<a href="#">SB 6227</a>	Enhancing public safety by reducing distracted driving incidents caused by the use of personal wireless communications devices.	Support	2/6 - Passed to Rules for 2nd reading
<a href="#">SB 6313</a>	Concerning a surcharge for local homeless housing and assistance.	Support	2/6 - Referred to Ways & Means
<a href="#">SB 6361</a>	Incrementally increasing the distribution percentage of liquor revolving fund revenues under RCW 66.08.190 to cities and counties.	Support	1/22 - Referred to Ways & Means

<b>Support</b>			
<a href="#">SB 6489</a>	Concerning parking impact mitigation from regional transit authority facility construction.	Support	2/6 - Exec action taken in Transportation
<a href="#">SB 6504</a>	Modifying requirements for pedestrians walking along roadways.	Support	1/30 - Referred to Transportation
<a href="#">SB 6505</a>	Delaying the use of existing tax preferences by the marijuana industry to ensure a regulated and safe transition to the controlled and legal marijuana market in Washington.	Neutral or Support	1/30 - Referred to Ways & Means
<b>Neutral</b>			
<a href="#">SB 6487</a>	Concerning the local sales and use tax that is credited against the state sales and use tax for cities to offset municipal service costs to newly annexed areas.	Neutral(?)	
<b>Oppose</b>			
<a href="#">SB 5993</a>	Concerning a sales tax exemption provided to state and local government on purchases made with debt proceeds.	Oppose (or Neutral)	1/13 – Referred to Ways & Means
<a href="#">SB 5995</a>	Local government selection of the appropriate sewer systems as part of growth management.	Oppose	2/7 – Passed to Rules for 2nd reading
<a href="#">SB 6221</a>	Permitting school siting outside of urban growth areas.	Oppose	1/17 - Referred to Gov Ops



**CITY OF KIRKLAND**  
**Public Works Department**  
 123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
 www.kirklandwa.gov

**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Pam Bissonnette, Interim Public Works Director  
 Dave Snider, P.E., Capital Projects Manager  
 Kari Page, Cross Kirkland Corridor Coordinator

**Date:** February 6, 2014

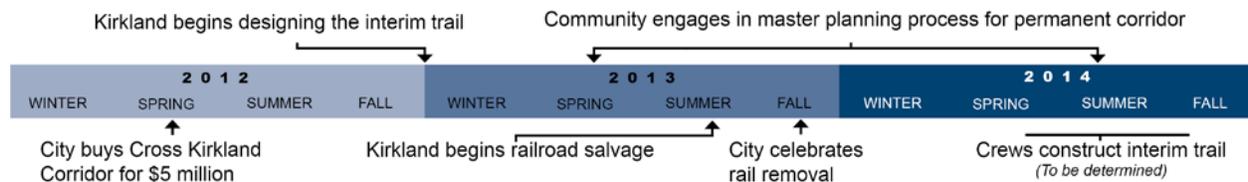
**Subject:** Cross Kirkland Corridor/Interim Trail Update

**RECOMMENDATION:**

It is recommended that City Council receives the latest update on the Cross Kirkland Corridor (CKC) and Interim Trail with new information being presented since their February 4 meeting. Council is also being updated on the proposed CKC use permit process and is being asked to provide any questions, concerns or comments they may have.

**BACKGROUND DISCUSSION:**

Since the City Council authorized the purchase of the CKC in December of 2011, the planning and coordination of activities surrounding the Corridor have been vigorous. In 2012: The CKC officially became Kirkland's; and State Senator Andy Hill secured \$2 million for the development of an interim trail. The Puget Sound Regional Council (PSRC) then gave Kirkland an additional \$1 million for the interim trail; and voters passed the Parks levy which included funding for the CKC. In 2013: Kirkland survived an injunction over the CKC and was able to remove the rails and ties, and re-grade the former rail bed into a rough but serviceable trail. The City hired the engineering firm of KPG to begin the design and permitting process for an interim trail, and also launched a Master Plan process with the help of the Berger Partnership. On October 27, 2013 the City hosted a community walk along the CKC that was attended by hundreds of people. In 2014: Kirkland hosted a symposium for creative exploration of advanced transit options for the 42-mile Cross Kirkland Corridor. The proceedings before the Surface Transportation Board regarding reactivation of the Eastside Rail Corridor (ERC) for freight will be concluded in the next few months. In addition, the Master Plan will be complete, the Interim Trail will be constructed, and a collaborative regional strategy will be developed for pursuing State and Federal funding for the development of the CKC and the ERC. The design of a pedestrian and bike bridge from the South Kirkland Park and Ride to the CKC will also be underway.



The following topics will be covered in this CKC update: 1) Interim Trail; 2) Increased Public Outreach and Participation; 3) Proposed Process for CKC Use Permit; 4) Advanced Transportation Symposium; and 5) Surface Transportation Board pending decision.

## 1. INTERIM TRAIL:

- A. Scope: To meet City Council's interest in making the corridor available as soon as practical and as approved by the City Council on August 7, 2012, an interim trail consisting of a compacted gravel path and other improvements will be constructed on the former rail bed. This will allow the maximum flexibility for future uses while offering reasonable non-motorized use quickly.

The design phase for the CKC Interim Trail began in April, 2013, and the final design is now approaching substantial completion. The improvements contained within the final design of the Interim Trail include:

- A finely crushed gravel path along the 5.75 mile-long CKC alignment matching the width of the former rail bed (8 to 10-feet wide) for use by walkers and bicyclists. The new trail will meet federal funding requirements for a shared use gravel path including ADA compliance achieved through careful specification of materials and proper construction methods.
- Roadway modifications at all street intersection locations to provide crossings that meet applicable guidelines, including enhanced street lighting and other improvements at crossings where needed.
- New signing and markings at street crossings and for parking regulation.
- Railing or fencing as required for safety or to protect sensitive areas. The railing will be a 48-inch tall turned-wood, three cross bar fence similar to that used in City parks and recreational areas. In many locations this will be sufficient to meet all needs, such as protection of sensitive areas, pedestrian fall protection, and additional trail widening. Upon inspection of the proposed railings/fencing areas, the designers determined that some sections would benefit from an additional level of user protection from fall hazards. Black vinyl coated chain-link fencing will be attached to the wood railing -- wood railing will also be used to prohibit vehicle access to the corridor.



3-Rail Turned Fence

- B. Schedule Delay: As reported to City Council at their March 5 and September 17, 2013 Study Sessions, the Interim Trail design and environmental work was to have been completed in 2013, with trail construction being done in spring, 2014. In an attempt to achieve that schedule City staff and the design consultant worked diligently to complete all necessary environmental documentation, required studies, modeling, and analysis in accordance with State Environmental Policy Act (RCW 43.21C), SEPA Rules (WAC 197-11), as well as all appropriate federal regulations required of the federal funding made available to the Project.

As the environmental permitting phase has progressed, a number of unforeseen circumstances occurred and, as a result, the originally anticipated completion schedule has been adversely impacted.

The following issues have resulted in impacts to the current schedule for completion of the Interim Trail:

- Pending legal action and Surface Transportation Board (STB) ruling (see Section 5 below for more information on STB) resulting in the Project being prevented from federal paperwork submission while awaiting resolution.
- Resolution of internal interpretations of existing codes related to the Cross Kirkland Corridor, specifically on design elements and sensitive areas (i.e. wetlands, streams) protection.
- Additional coordination with the Muckleshoot Tribe resulting in SEPA document submittal delay.
- Recent questions raised by the State Historic Preservation Office (SHPO) and the WSDOT Local Programs office, which approve federally funded projects for advertisement/construction, on the Section 106 Archeological & Historic Preservation Documentation.

#### **Section 106 – February 4 information**

The City's contracted legal representatives and environmental consultants originally concluded that Section 106 consultation requirements were met when BNSF Railway received all the federal permissions necessary to officially abandon the rail corridor. Even so, when the City first began planning for the rail salvage portion of the project, our consultant reviewed the official state repository of archeological investigations, to which all documents pertaining to known or potential historic properties are to be posted. Finding no such documentation, the consultant initiated discussions and scheduled a field review of the Project site with the state Local Programs representative as per established protocols. The Local Programs representative did not produce any additional documents and, based on his field visit, concluded that no special conditions, historic structures, or artifacts were present on the site. At that time the City received direction to monitor all work and, if any known or suspected historic or archeological items were discovered, suspend the work and notify the appropriate state agencies for further direction.

As the City moved forward with the design, permitting and SEPA processes, including the Section 106 submittal for the Interim Trail, WSDOT Local Programs expressed concern that rail salvage may have occurred without additional consultation between the City and SHPO, as they believe was required. In response, City staff and its consultants reviewed all pertinent and related documents and essentially re-confirmed the original conclusion that the Section 106 consultation requirement for abandonment and salvage actions had been previously removed by the STB, the ultimate federal jurisdictional body. Consequently, no additional consultation with SHPO occurred prior to initiating salvage activity. Regardless, the City and its consultants pursued immediate discussions with our Local Programs office and with SHPO staff, moving quickly to provide information, identify solutions, and resolve this matter in the most expedient manner possible.

Please see the attached signed letter from the City to SHPO that provides more detail and fully describes the City's position on this matter (Attachment A).

**Section 106 - Update**

On Wednesday, February 5th, City staff received confirmation that SHPO office staff was in receipt of the letter (Attachment A) and that the City's explanation was found to be acceptable. Further, the SHPO staff response indicated that they had concluded that their agency does not view the salvage/removal of the rails and associated appurtenances as significantly diminishing the integrity of the resource or of those elements of the alignment that are considered character-defining features of its National Register of Historic Places (NRHP) eligibility. SHPO staff went on to say that they look forward to Kirkland's development of the corridor as a pedestrian trail.

- C. Timeline: Having now favorably satisfied recent questions from SHPO staff with respect to the Section 106 matter, the current project schedule now shows contractor advertisement, the bid opening and contract verification being completed by mid-April, followed by a City Council contract award action for construction at their May 6<sup>th</sup> meeting. Following a contract award in May, construction would begin in June with completion in mid to late October, 2014.
- D. Budget: The Interim Trail Project continues to be at or under the approved budget of \$3.6 million.

**2. INCREASED PUBLIC OUTREACH AND PARTICIPATION:**

There is a significant public appetite for information and updates on all things related to the Cross Kirkland Corridor. As can be seen by the length of each Council update on the CKC, a multitude of issues and developments surround the Corridor each day/week. To embrace the public's desire for information, staff is increasing the level of communication and public involvement for the Corridor in the following ways:

- A. Newsletter and Brown Bag Lunch: Starting in January, there will be a monthly update that will be sent to the CKC list serve subscribers and posted to the CKC webpage. Two weeks after each update is published, CKC Team members will host a brown bag lunch at City Hall, along the Corridor, or at a park adjacent to the Corridor to give the public an opportunity to ask questions, suggest improvements and learn more about the issues surrounding the Corridor. The [January newsletter](#) was distributed on January 18 announcing the first brown bag lunch on January 27 at 12:00 p.m. in the City Council Chambers. Over two dozen people attended the first brown bag lunch. The next brown bag lunch is scheduled for February 24 at 12:00 p.m. in the City Council Chambers.
- B. Embracing community ideas: The passion for the Corridor is spreading as the community uncovers more of this gem, and as additional people discover the trail for the first time. Staff recognizes the importance of the community's pride of ownership and grass roots participation in the planning of the Corridor. To that end, there are several small improvements suggested by the public that are underway even before the construction of the Interim Trail.
- Connection to Kirkland Middle School: Last month staff met on the Corridor with parents from Kirkland Middle School (KMS) and Kirkland Greenways to discuss ways to improve bicycle access from KMS to the Corridor at the southern end of



Bicycle Runnel Example

- Crestwoods Park. As a result, the Parks Department is lining up a volunteer to install "bicycle runnels" (i.e. bike wheel trough) along the side of the steps that were built by volunteers last year. Another meeting is being scheduled to investigate a connection at the north end of Crestwoods Park.
- Connection to Lakeview Elementary School: SRM Development (property owners of the Google campus) and City staff met with the Lakeview Elementary School Principal and parents to discuss options for connecting the CKC to Lakeview Elementary School. As a result, SRM Development (SRM) has offered to construct a temporary trail from the CKC to Lakeview Elementary School along their construction fence at the southern end of the Phase II Google Campus. The temporary trail is scheduled to be complete in February. SRM has also proposed a permanent trail and landscaping at this location in their final plan (to be constructed by June of 2015). This CKC connection enables children from both the Everest and Central Houghton Neighborhoods to bypass the busy Houghton Shopping Center area to reach Lakeview Elementary School via the CKC.
  - The City Manager took seven members of the LWSD staff and Superintendent Dr. Pierce on a tour of the Corridor on January 24 to share the community's vision of the corridor and learn more about how it can help improve safety of children walking and biking to and from school.
  - Connection to Terrace Park: Also as a result of talks with Lakeview Elementary School parents, the Parks Department worked with a volunteer and Rotary to connect the CKC to Terrace Park. The City paid for materials while volunteers built the steps. That project is complete.
  - Master Plan: Last month, the City Manager walked a portion of the Corridor with the Highlands Neighborhood Chair to hear concerns related to a mixed use trail through "Highlands Pass" (and other areas of the Corridor where a secondary trail is not specified in the Master Plan). Based on those concerns and the concerns of others, the Master Plan will now show a divided trail in this area. The City's consultant will continue to look at other areas of the Plan to best recommend how the trail can evolve over time and address the safety concerns as they develop.
  - Wayfinding Signs: The Highlands Neighborhood has requested to use their 2014 Neighborhood Matching Grant funding to build two wayfinding signs. One will be at the top of 100<sup>th</sup> Street Stairs in Cotton Hill Park directing pedestrians to the Corridor. The other will be on the Corridor directing users to Crestwoods Park. There will also be a separate overall wayfinding signage plan developed after the Interim Trail has been built and the community has had time to use the trail and provide input into the Plan.



Terrace Park Steps



Wayfinding Sign Example

- Milepost Markers: As requested by emergency services personnel, as well as through resident recommendations, milepost markers will be installed along the corridor for both geographic locating and reporting, as well as for exercise purposes.
- Railroad Signage and Equipment at Crossings at Slater Avenue/CKC and 108<sup>th</sup> Avenue NE/CKC: In response to requests from Kirkland residents and the City of Kirkland, the County gave the City permission to place "Tracks Out of Service" signs in both directions of the crossing arm masts on Slater Avenue. The signs were installed in December. The County also announced they would be removing the signage and equipment from other crossings along the Eastside Rail Corridor. The signage and equipment on 108th Avenue NE is located within Bellevue's City limits. The County's timeline for removal is not known at this time.
- Grassroots Celebration of Interim Trail: Staff will be forming a community "CKC Celebration Team" for the Interim Trail celebration expected later this year. The goal is to capture the community's passion for the CKC by creating a grassroots event planned and implemented by the community.
- Mutt Mitt Dispenser: There is a problem with dog waste and litter along the Corridor. The Adopt a Trail volunteers are being contacted to solicit help with possible mutt mitt dispensers and disposal locations along the Corridor. The goal is to have a dispenser and disposal location every mile by the time the Interim Trail opens.



Milepost Marker Example

### 3. PROCESS FOR CKC USE PERMIT:

The City recognizes and embraces the potential for the CKC to stimulate economic development from one end of Kirkland to the other. The development process will likely result in requests for temporary access or privately funded amenities on or near the Corridor. As demonstrated with SRM's development for the Google expansion, requests to use the CKC (either short or long term) will benefit from a public notification process as well as formal review by Kirkland staff and other ERC owners. Further, the CKC ownership is shared with Sound Transit, King County, and Puget Sound Energy, each of which own substantial easement and use permits in the CKC and ERC. Kirkland is required by these ownership interests to consult with these agencies on our own developments, as well as those the City issues permits for.

Staff is proposing the following two processes for evaluating public and private use requests of the CKC. Mowing, gravel restoration, tree trimming, fence maintenance, ditch maintenance and signage would be exempt from the permitting process. See **Attachment B** for a flow chart showing the decision making processes.

#### A. Two proposed types of CKC Use Permits

- Type A: Type A CKC Use Permit would be for short-term use involving temporary access, special events, or maintenance. Since the activity is short term and doesn't involve modifications to the surface or installation of any physical structure, the project would only go through review by the City's Development Review staff (as

with right-of-way use permits). Final approval authority of Type A permits is proposed to be the Cross Kirkland Corridor Coordinator (Kari Page).

- Type B: Type B CKC Use Permit would be for surface and subsurface modifications and physical or aerial structures. Type B may also include longer term surface access (such as crossing the Corridor for access to private property). Other examples include franchise utility cable or wires, wastewater pipes, "purple-pipe", watermains, or transit facilities. Type B CKC use applications will include notification and consultation of other ERC owners (with a 30-day comment period). Simultaneous notification will go to the general public and City Council. If the proposal involves another development permit (such as building or clearing and grading permit), there may be public notice, comment, and involvement opportunities as part of these other processes. Type B permits also require review/approval by the City's Development Review staff (as with right-of-way use permit). The CKC Service Team may review these requests to expedite the process and increase efficiencies of interdepartmental review and coordination. Final approval of Type B permits is proposed to be by the City Manager.

D. Projects currently in review

Four projects are moving forward and pending the CKC Use Permit application process (beyond the Interim Trail) – each is in different stages of internal and external review and some have not yet submitted the CKC Use Permit application:

- Puget Sound Energy 115 kV transmission line: *CKC Use Permit application has not yet been submitted.* Puget Sound Energy is proposing to construct approximately 4.5 miles of new 115 kV transmission line from their Sammamish substation in Redmond (9221 Willows Road NE) to intersect an existing 115 kV line that crosses NE 124<sup>th</sup> Street south of their Juanita substation in Kirkland (10910 NE 132<sup>nd</sup> Street). A portion (between 7,000 and 9,800 lineal feet) of the project will occupy a segment of the Cross Kirkland Corridor (as per the South Rail Line Easement and Reciprocal Coordination and Cooperation Covenant Agreement). The alignment has the transmission line running along the Cross Kirkland Corridor from approximately 135<sup>th</sup> Avenue NE/124<sup>th</sup> Avenue NE to just west of I405. In August of 2013, the City of Kirkland responded to the initial Notice of Construction from PSE with concerns about:
  - The placement of poles relative to the planned CKC grade separated crossing at the NE 124<sup>th</sup> Street and Totem Lake Boulevard intersection.
  - The City's desire to have the poles placed as near to the edge of the Corridor as possible.
  - The need for ongoing coordination with regard to pole design, SEPA, and access for construction that we will continue to discuss with PSE and resolve as their design and the City's trail design continues to be refined.

The City and PSE are continuing to meet to work out specific alignment and pole placement details related to these concerns. PSE has been responsive, and the schematic alignment of the proposed transmission line is as follows (from east to west):

- The line will be on the north side of the Corridor east of Totem Lake Park and will be placed as close as possible to the north edge (given constraints of sensitive areas and required separation of electric lines from adjoining development).
- The line shifts to the south side of the Corridor at Totem Lake Park until it reaches the freeway and will be placed as close as possible to the south edge (given constraints of sensitive areas and required separation of electric lines from adjoining development).
- The line then crosses over the freeway and continues in City right-of-way and easements to the Juanita substation, as identified in the route selection process.

The discussions with PSE will continue moving into specifics regarding the NE 124<sup>th</sup> Street/Totem Lake Boulevard intersection. In addition to coordination with the proposed CKC overpass at NE 124<sup>th</sup> Street, the PSE lines will need to avoid the Seattle City Light (SCL) transmission lines and the SCL tower near the Discount Tire Store. The City has moved ahead with schematic layouts of the overpass and PSE is reviewing their alignment options with SCL. Staff and PSE will be meeting again in the next month to continue this dialogue to ensure that all parties' interests can be accommodated at this challenging intersection.

- SRM Public Improvements on the CKC: *CKC Use Permit application has been submitted for preliminary review of the schematic design before construction drawings are developed.* Process Type B has begun with notification to the ERC owners, the public and City Council. SRM has submitted a schematic showing proposed public improvements to the CKC between the existing and new Google buildings along the Corridor. These improvements are shown in **Attachment C**. The Type B CKC Use Permit process is underway to review this schematic. A more robust review will take place after construction drawings and formal application has been submitted later this year. All CKC improvements by SRM in the Corridor will be available for use by the general public. The exception to this is the surface crossing for cars across the CKC that links the new building to the old building. That crossing is for Google employees only, but it can also be used by City employees on official business such as Police, Fire or Inspectors.

SRM anticipates the construction of the Google buildings and the public improvements to be complete by June 2015. The number of Google employees is expected to increase from 800 to approximately 1,800.

- South Kirkland TOD CKC Multi-Modal Bridge: *CKC Use Permit application has not been submitted.* As part of the 2013-2018 Amended CIP process, staff created a new CIP project to study, design and construct an access bridge between the recently completed new parking garage at the South Kirkland Park & Ride/Transit Center and the CKC. As approved by City Council on December 10, 2013, the South Kirkland Transit Oriented Development /Cross Kirkland Corridor Multi-Modal Connection Phase 1 Project (NM 0084) also provides for the design and construction of a stair, elevator tower, and pedestrian bridge for providing ADA compliant pedestrian access between the King County Parking Garage and the CKC. The Project is currently funded through a \$1.3 million State Appropriations budget item being administered by the State Department of Commerce.

Since being approved by City Council in December, City staff has met with King County staff to begin the process of establishing an inter-agency coordination action plan with both KC Metro operations as well as the KC Construction Services Group, including securing the required property rights. City staff has also begun the consultant selection process for starting the engineering, design and permitting phase as soon as possible. Since the Amended CIP adoption, staff has learned that the Project will receive an additional \$150,000 in funding through a recent King County Budget Adjustment. An Interlocal Agreement with King County will be necessary to take receipt of these funds. We are proposing this as a joint project with King County. The Project may also receive another \$200,000 through a State Appropriations budget clarification during the current State Legislative Session, with that final determination being made during the on-going State Legislative Session. With these two additional external funding sources, the total project budget could increase to \$1.65 million. Staff will return to City Council with a revised project funding matrix once all external funding amounts and sources are established.

The proposed schedule for the TOD Bridge Project presently shows the engineering and design phase running through 2014 and into the first quarter of 2015. The construction phase is being planned for the summer of 2015 and a more complete construction schedule will be established once a preferred design and the choice of construction materials and methods are more fully developed.

- The Decant Expansion Project: *CKC Use Permit has not been submitted for this project.* Kirkland's Decant Expansion Project will increase the capacity of the City's existing facility to help handle the additional maintenance load resulting from annexation. The existing decant facility is located in the Maintenance Center yard. In order to expand this building, it is necessary to do an administrative lot-line consolidation (between the Maintenance Center and the west property line of the CKC) to meet building setback requirements in the City's code. The decant facility will be expanded by;
  - adding additional detention/settlement vaults and ultrasonic flow meters to allow for an increase in the permitted daily discharge of waste water from storm system cleaning,
  - adding water quality improvements to surface water leaving the site and entering the storm system,
  - increasing the capacity of the solids settling structure for materials cleaned from the storm system, and
  - adding a temporary dry storage facility along the property line separating the CKC and the Maintenance Center.



This project will also construct a temporary dry storage facility on the CKC parcel. This facility will be constructed such that it could be dis-mantled at a later date and

removed from the CKC if necessary. The dry storage will incorporate a green roof of drought-resistant plantings and a "Living Wall" of plantings to camouflage the structure side facing the CKC.

The project is fully funded in the approved CIP with a combination of City funds and a Department of Ecology Stormwater grant for 75% of the estimated \$1.26 million project cost.

#### **4. ADVANCED TRANSPORTATION SYMPOSIUM**

Transportation futurists, planners and decision makers gathered for a day of creative exploration about advanced transit options for the Cross Kirkland Corridor with possible application to the 42-mile Eastside Rail Corridor and other transit-challenged suburban locations. The event was held at Kirkland Google Campus, on Saturday, February 8th.

Advanced transportation includes manually operated and automated vehicles running on tires, rail, guide way, and/or cable. Previously implemented at airports, college campuses and major cities, these systems could be adapted to connect suburban residents to employment centers, schools, hospitals, shopping and recreation areas as well as to traditional transit hubs. Proponents note that these advanced technologies are energy-efficient, less costly to operate than traditional transportation systems with designs scaled to people and neighborhoods. The results of the Symposium could guide Kirkland's input and cooperative planning with Sound Transit during their corridor study on the eastside, or potentially with other interests that might provide alternative transportation modes on the CKC.

Regional transportation leaders, internationally-recognized developers of advanced transit, and cities considering deployment of these systems were invited to share their visions. Hosted by Google, the Advanced Transportation Symposium was sponsored by the City of Kirkland, Keller Williams Eastside, Nytec, Inc., PACE Engineering, Inc. and SRM Development, LLC.

#### **5. SURFACE TRANSPORTATION BOARD**

On January 15, 2014, the federal Surface Transportation Board (STB) issued a decision in which it authorized additional discovery and requested additional briefing from the City, King County, Sound Transit and Ballard Terminal Railway Co. (Ballard). The parties had anticipated a STB ruling on the merits by January 17, 2014, but the decision contemplates additional proceedings before the STB before a final ruling on the merits.

The STB noted that Ballard provided new information about potential new shippers in a reply brief filed on December 6, 2013. The City, King County and Sound Transit (collectively, the "Regional Entities") objected to this information because it was raised for the first time in a reply brief. The Regional Entities asserted that the STB should disregard the new shipper information because it should have been included in Ballard's original petition, which was filed in April, 2013. Alternatively, the Regional Entities argued that the new shipper information was vague and did not constitute evidence of actual shipper demand for freight rail service.

The STB agreed that the new information should have been submitted earlier by Ballard. However, instead of dismissing Ballard's reactivation request, the STB allowed the

Regional Entities additional time to take discovery and fully respond to the new information provided by Ballard. The additional discovery is to be complete by February 14, 2014. Additional briefing from the Regional Entities is due on March 6, 2014 and Ballard's response to that briefing is due on March 21, 2014. The STB will issue a final decision "as soon as practicable" after that.

In essence, the January 15 STB decision is a procedural ruling that simply delays the date of a final ruling on the merits. The decision does not affect the City's ability to engage in planning or construction of trail improvements.

Attachment A: Draft letter to SHPO  
Attachment B: CKC Permit Process Flow Chart  
Attachment C: Proposed SRM CKC Improvements



January 31, 2014

Allyson Brooks, Ph.D.  
State Historic Preservation Officer  
Department of Archaeology & Historic Preservation  
PO Box 48343  
Olympia, WA 98504-8343

Re: Eastside Rail Corridor—City of Kirkland Rail Salvage Activity in Kirkland, WA

Dear Dr. Brooks:

I am writing with respect to discussions that have been taking place between the City of Kirkland ("City") and the State Historic Preservation Office (SHPO) regarding the City's rail salvage activity along the portion of the Eastside Rail Corridor known as the Cross Kirkland Corridor ("CKC"). SHPO has expressed concern regarding the City's salvage of railroad tracks and ties on the CKC and has questioned whether the City properly consulted with SHPO with respect to its salvage operations. I would like to explain why the City believed it had authority to proceed with salvage operations without further authorization from SHPO and propose a meeting between SHPO and City officials to address SHPO concerns. The City is eager to resolve any misunderstandings regarding its salvage operations and is willing to take the necessary steps to ensure that the remaining work on the trail is eligible for FHWA funding as well as addressing SHPO's concerns.

In August 2008, BNSF Railway Company ("BNSF") applied to the STB for authority to abandon the Eastside Rail Corridor. BNSF explained to the STB that it planned to sell the Line to the Port of Seattle and to enter into a trail use agreement with King County under the federal railbanking program. In response, King County sought issuance of a NITU (Notice of Interim Trail Use) order from the STB that would allow for the railbanking of the portion of the Eastside Rail Corridor south of Woodinville.

In reviewing BNSF's petition, the STB observed that "[t]here are no other prospects for future rail traffic." Based on these findings, the Board authorized BNSF to railbank or abandon the Line. In its November 28, 2008 decision ("NITU Order"), the STB included a condition requiring BNSF to:

- (1) retain its interest in and take no steps to alter the historic integrity of all historic properties including sites, buildings, structures and objects within the project right-of-way that are eligible for listing or listed in the National Register until the completion of the section 106 process of the NHPA;
- (2) report back to SEA [STB Section of Environmental Analysis] regarding any consultations with the SHPO and the public;
- (3) be prohibited from filing its consummation notice or initiating any salvage activities related to abandonment (including removal of track and ties) until the section 106

process has been completed and the Board has removed this condition; and (4) consult with the WDFW [Department of Fish & Wildlife] and the [Muckleshoot] Tribe regarding the fish barriers.

SHPO subsequently submitted a letter to the STB dated February 26, 2009 stating that it "concur[s] with the Surface Transportation Board's recommendation that the proposed abandonment of the BNSF right-of-way between Woodinville and Wilburton will have 'NO ADVERSE EFFECT' on National Register eligible or listed historic and cultural resources." Based on that submission, the STB removed the condition requiring consultation with SHPO on March 25, 2009:

SEA [STB's Section of Environmental Analysis] has received an e-mail with an attached letter, from the SHPO, both dated February [2]6, 2009. In this correspondence, the SHPO reiterates its belief that the proposed abandonment of the BNSF right-of-way between Woodinville and Wilburton will have no adverse effect on historic properties or cultural resources listed in or eligible for inclusion in the National Register. Therefore, based on the information provided, SEA recommends that the section 106 condition be removed. Accordingly, the proceeding will be reopened and the previously imposed section 106 condition will be removed. The condition regarding tribal concerns over fish passage barriers remains a condition of the abandonment.

BNSF sold the Eastside Rail Corridor to the Port of Seattle in December 2009. In April 2012, the Port of Seattle subsequently sold the City the approximately 5.75 mile portion of the Eastside Rail Corridor in Kirkland that is now known as the CKC.

When the City acquired the CKC, it began to plan for development of an Interim Trail on the CKC. It quickly became clear that the best and most cost-effective approach was to remove the rails and ties and install a gravel trail over the existing rail bed. Other options, such as installing a trail beside the existing rails, were ruled out because of the steep grades along the rails in many portions of the CKC.

In the process of researching the required process for removing the rails on the CKC, the City reviewed the STB rulings previously described. The City also confirmed that the STB has exclusive jurisdiction over matters relating to the regulation of railroads, including the preservation of rail corridors for future use. The City also discovered STB decisions and case law which stated that rail salvage is within the exclusive jurisdiction of the STB and not subject to state or local preclearance processes. As a result, the City concluded that the issuance of a NITU authorizes the abandoning railroad, or its successor, to salvage rail materials in accordance with the issued NITU Order.

In reviewing the NITU Order, the City noted the Section 106 condition along with the condition that consultation take place with the Muckleshoot and WDFW prior to rail salvage. The City discovered that the Section 106 condition was removed by the STB in its March 25, 2009 Order. The City also discovered that there was no record of any consultation with the Muckleshoot Tribe or WDFW, so it met with and had productive

discussions with representatives of the Muckleshoot Tribe prior to commencing with rail salvage. It also informed WDFW of its rail salvage plans and offered to consult with WDFW on more than one occasion. WDFW acknowledged the City's communications but never requested consultation or followed up with any substantive concerns. I emphasize that point, because had the City believed that additional consultation with SHPO was required, it would have had discussions with SHPO as it did with the Muckleshoot and offered to do with WDFW.

It also appears that the August 8, 2007 Archaeological Investigations Northwest ("AIN") Historic Inventory Report (which contained pedestrian survey information for the Eastside Rail Corridor) has not been available on the SHPO website until quite recently. City Public Works staff and its consultants checked the SHPO website prior to commencing rail salvage and the AIN report did not appear. Moreover, prior to salvage, one of the City's consultants did a pedestrian survey of the CKC with Trevin Taylor, an Environmental Engineer with the Washington Department of Transportation and did not see any historic preservation issues with respect to the rail salvage along the CKC as long as the City maintained compliance with the conditions of the STB conditions as well as providing WSDOT with such documentation.

In retrospect, I can see how the AIN report and the portions of the October 10, 2008 STB Environmental Assessment seem unclear with respect to the scope of environmental review. And the purpose of this letter is to explain why the City believes it has acted in good faith--not to revisit what the STB did or should have done. I have refrained from providing citations to case law and STB decisions but I am more than happy to provide copies of any additional documentation you may need upon request.

The implementation of the CKC Interim Trail is an important priority for the Kirkland City Council. City staff and I look forward to meeting with you and SHPO staff to discuss resolution of this issue at your earliest convenience. City staff will contact you to make meeting arrangements—we are more than happy to meet at your offices in Olympia if that is your preference. I would also like to take this opportunity to extend the City's appreciation for all the assistance Mr. Steiner provided over the last few weeks to help the City understand the issues that it needs to address. Please let me know if you have any questions about this letter.

Sincerely,

  
Oskar Rey  
Assistant City Attorney

cc: Kurt Triplett, City Manager  
Pam Bissonnette, Interim Public Works Director  
Dave Snider, Capital Projects Manager  
Aaron McDonald, Project Engineer  
Matthew Sterner, M.A., Transportation Archaeologist  
Ross Widener

## Cross Kirkland Corridor (CKC) Use Application CKC Coordinator

- EXAMPLES:**
- Temporary access to property via corridor
  - Special Events
  - Temporary private access path to corridor
  - Large scale maintenance
- EXEMPT FROM PERMIT:**
- Regular maintenance, adopt a trail work

- EXAMPLES:**
- Land Use
  - Building
  - Clearing and Grading
  - Demolition
  - ROW
  - Land Surface Modification
  - Special Use
  - Seating and amenities within setback or in corridor

**TYPE A**  
Adjacent to CKC  
Short term surface access

**TYPE B**  
Surface modification  
Subsurface structure  
Physical structure  
Aerial structure  
Long term surface access

Inform/Input  
CKC Service Team  
(occasional)

Special Event

Large Scale Maintenance

Surface Crossing

CKC Coordinator Approval  
Special Event Team Approval

CKC Coordinator Approval

Use Permit and Waiver Signed

Use Permit and Waiver Signed

City of Kirkland Development Review Process  
(Building, Fire, Planning, Public Works)

Notice to Eastside Rail Corridor Owners

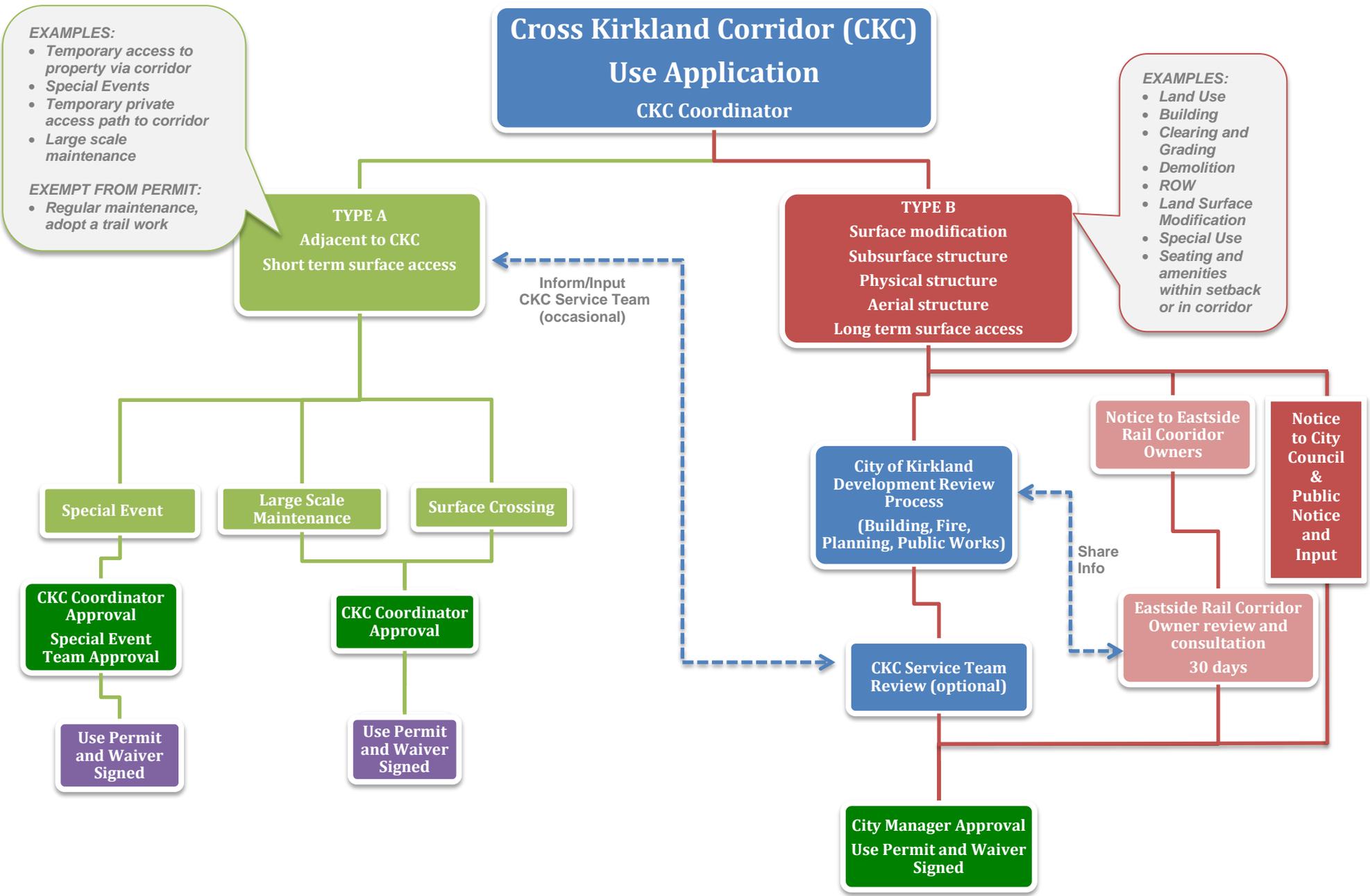
Notice to City Council & Public Notice and Input

Share Info

Eastside Rail Corridor Owner review and consultation  
30 days

CKC Service Team Review (optional)

City Manager Approval  
Use Permit and Waiver Signed





- LEGEND**
- PROPOSED TREES
  - SHRUB/GROUNDCOVER PLANTINGS
  - LAWN
  - CONCRETE PAVING
  - CONCRETE PAVERS
  - SAFETY SURFACING/SAND
  - CROSS KIRKLAND CORRIDOR
  - FREE STANDING CONCRETE OR STONE BENCH
  - CAFE TABLES AND SEATING
  - STORMWATER ELEMENT
  - GRANITE LANDSCAPE BOULDERS
  - POLE LIGHTING
  - BOUNDARY ELEMENT
  - 1 FOOT CONTOUR INTERVAL
  - 5 FOOT CONTOUR INTERVAL
  - RIGHT OF WAY LINE

1 RIGHT OF WAY PLAN  
1" = 30'





## **CITY OF KIRKLAND**

### **Department of Parks & Community Services**

505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300

[www.kirklandwa.gov](http://www.kirklandwa.gov)

---

## **MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Jennifer Schroder, Director  
**Date:** February 6, 2014  
**Subject:** Acquisition of Property for Totem Lake Park

### **RECOMMENDATION:**

That City Council approves the attached resolution ratifying the City Manager's signature on the Purchase and Sale Agreement between the City of Kirkland and Rosarita, LLC (Rosarita"), owner of real property commonly referred to as the "Yuppie Pawn Shop Property", and appropriating the funds in the amount of \$2,340,000.00 for that purchase.

### **BACKGROUND DISCUSSION:**

In February 2013 the City Council adopted the City's 2013 – 2014 Work Program, which included emphasis on Totem Lake revitalization:

*"Revitalize the Totem Lake Business District through continued implementation of the Totem Lake Action Plan to further the goals of Financial Stability and Economic Development."*

### **Totem Lake Park Master Plan**

In March 2013 the City Council approved funding to create a Totem Lake Park Master Plan. Working in cooperation with the property owner, King Conservation District, the Parks and Community Services Department was tasked to develop a long range plan for future park and recreation improvements to the 17-acre Lake property, which is comprised almost entirely of wetlands.

Goals for the Master Plan included:

- Develop a strong sense of place at a Totem Lake Park that becomes a catalyst for revitalization of the greater Totem Lake community.
- Leverage opportunities and complement the Cross Kirkland Corridor. Create a park that will become a trailhead and a destination for trail users.

- Create a plan that enhances the human experience of the park, opening it up to become an icon of the community, while enhancing the ecological performance of the lake and wetland.
- Encourage neighborhood and regional connections to surrounding businesses, Evergreen Health, the Totem Lake Transit Center, the Corridor, and nearby residential neighborhoods.

The Totem Lake Park Master Plan was approved by City Council via Resolution R-5022 on December 10, 2013.

### **Proposed Upland Park Land Acquisition**

The Master Plan (Attachment 1) identifies the acquisition and development of an adjacent upland parcel to help meet the vision and goals established for the Park. The Yuppie Pawn Shop Property (Attachment 2) is a key park land acquisition opportunity. Its preferred location and size make it ideal for meeting park design and programming requirements.

Acquisition of the Yuppie Pawn Shop Property would:

- Provide for a formal park entry and access point, increasing public awareness and use of this valuable public asset.
- Ensure a view corridor and visual connection to/from the Totem Lake Malls property located directly to the north.
- Provide a prominent physical connection to the Totem Lake Malls property.
- Provide necessary buildable land for desired future park amenities to include:
  - Restroom
  - Information kiosk
  - Historical and environmental interpretive displays
  - Playground and passive lawn
  - Terraced seating
  - Dedicated parking for park users
- Provide for amenities (as described above) to jointly serve users of adjacent Cross Kirkland Corridor trail system.
- Provide improved site access for park maintenance activities.

The Yuppie Pawn Shop Property (tax parcel #6928400032) is approximately a 1.6 acre property located at 12031 N.E. Totem Lake Way. In 2012 the Yuppie Pawn Shop property was appraised for the City by an outside appraiser. The appraisal resulted in a value of \$1.7 million. The property directly east and contiguous to the Yuppie Pawn Shop, known as the Carlton Inn property was appraised at the same time for \$2.5 million. The Carlton Inn property sold for \$6,890,000 on October 31, 2013. Given the price paid for the Carlton Inn and the importance of the Yuppie Pawn Shop site to the Master Plan, the City Manager felt that sufficient special conditions existed to pay more than the appraised value.

A portion of the Yuppie Pawn Shop Property was assumed to include the property adjacent to it, which is known as a part of Totem Lake Way ("Questioned Property"). That area is identified in Attachment 2 with cross hatch markings. Since the appraisal was completed, that assumption has been called into question. Further research is being done to determine who does own the Questioned Property if it is not Rosarita. In that event, the City would attempt to acquire title by whatever means necessary. The appraiser has confirmed the appraised value of the Yuppie Pawn Shop Property was based on the usable area, not the entire area, and the conclusion of value should therefore be unaffected. It is worth noting that even if another is

determined to be the owner of the Questioned Property, the City and the public would have an easement to use Totem Lake Way in perpetuity.

### **Funding**

The proposed funding for the \$2,340,000 purchase of the Yuppie Pawn Shop property is as follows:

- \$90,000 credit for one-year's rent at \$7,500 per month,
- \$500,000 in REET 1 reserves (replenished from the Recreation and Conservation Office grant toward purchase of the CKC),
- \$180,000 in 2013 King County Parks levy funds received by the City,
- \$610,000 in uncommitted 2013-2014 Kirkland Park levy park acquisition funds,
- \$140,000 in uncommitted 2013-2014 CIP fund for park acquisition,
- \$820,000 from the King County Parks levy approved in November 2013. This amount commits the annual receipts of approximately \$205,000 for 2014 through 2017. It will be necessary to use a portion of the General Capital Contingency, which will be replenished with the levy receipts.

A Fiscal Note detailing the funding sources for the proposed acquisition is included as Attachment 3.

### **Terms of Purchase & Sale Agreement**

A copy of the proposed Purchase and Sale Agreement is attached to the Resolution (Attachment 4, Exhibit A).

Section 1 of the signed Purchase and Sale Agreement stipulates that the agreement is "subject to Council appropriation of funds." If the Council elects not to approve the resolution, the P&S Agreement will be null and void.

In consideration for the transfer by warranty deed of fee simple title to the Yuppie Pawn Shop Property, the City would provide the following to Rosarita:

At closing, tentatively scheduled for February 19 or 20, 2014, Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000)

A non-refundable Ninety Thousand Dollar fund for Rosarita to use as a credit against rent of \$7,500 per month for continued possession and use of the Yuppie Pawn Shop Property to operate its retail business for one year (3/1/14 to 2/28/15) pursuant to the terms of the Lease attached to the Purchase and Sale Agreement.

An option to continue in possession for up to 6 months (3/1/15 to 8/31/15) upon payment of \$7,500 in advance of each month's tenancy and subject to the same terms and conditions as provided in the lease.

Costs of escrow will be shared equally by the City and Rosarita. Rosarita will pay excise tax, commission and the premium for a standard form owner's policy of title insurance. Rosarita will also pay any cost or expense required to be paid in order to clear title to the Property.

The Park Board was presented with the potential purchase during an Executive session. Although the Board was unable to make decisions during the Executive session, no objections were raised and a great deal of enthusiasm was expressed. The Park Board will review the purchase in open session at the February 12 Board meeting and may make a formal recommendation of support at that meeting. Staff will report on the Park Board discussion and action at the February 18 Council meeting.

cc: Park Board

Attachments:

- 1 - Totem Lake Park Master Plan Graphic
- 2 - Site Location Map
- 3 - Fiscal Note
- 4 - Resolution
- 4A- Exhibit A - Purchase & Sale Agreement

# Totem Lake Park Master Plan



Proposed Upland Parcel Development  
(current Yuppie Pawn Shop)



# PROPOSED TOTEM LAKE PARK LAND ACQUISITION



### Legend

- Streets
- ▭ Parcels
- ComPlace Names
- Parks
- z\_Image09
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3

1: 758



0.0 0 0.01 0.02 Miles

NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Produced by the City of Kirkland. © 2013 City of Kirkland, Washington, all rights reserved.

No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

Yuppie Pawn Shop Property

**FISCAL NOTE**

*CITY OF KIRKLAND*

Source of Request							
Jennifer Schroder, Director of Parks & Community Services							
Description of Request							
Provide funding for the purchase of the "Yuppie Pawn Shop" property for Totem Lake Park as described in the attached memo. Reserve uses include 1) REET 1 reserves: \$500,000 and 2) General Capital Contingency to be repaid by future King County Park Levy receipts: \$820,000. Additional funding of \$610,000 is from uncommitted 2013-2014 Kirkland Park levy park acquisition projects, \$180,000 from uncommitted 2013 King County Park Levy revenue, and \$140,000 from uncommitted 2013-2014 park acquisition funding. In addition, the current property owner will have a \$90,000 credit for one-year's rent.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$500,000 from REET 1 Reserve and \$820,000 from General Capital Contingency (to be replenished as described above). These reserves are able to fully fund this request.							
Recommended Funding Source(s)							
Reserve	Description	2014 Est End Balance	Prior Auth. 2013-14 Uses	Prior Auth. 2013-14 Additions	Amount This Request	Revised 2014 End Balance	2014 Target
	REET 1 Reserves	4,507,512	1,073,688	0	500,000	2,933,824	1,071,000
	General Capital Contingency	4,810,795	0	0	820,000	3,990,795	5,735,330
Prior Authorized Uses of REET 1 Reserves: Totem Lake Master Plan \$38,000; Public Safety Building Bid Alternates \$259,031; and NE 85th Street Corridor projects funding \$776,657.							
Revenue/Exp Savings	Revenue sources include: 2013 King County Park Levy Revenue \$180,000; \$140,000 from Park Acquisition funding. Additionally, estimated 2014-2017 King County Park Levy revenue will replenish the General Capital Contingency at \$820,000. Expenditure reprioritization from 2013-14 Kirkland Park Levy Property Acquisition projects \$610,000.						
Other Source	Rental credit of \$90,000 for one-year lease back by current property owner.						
Other Information							

Prepared By	Neil Kruse, Senior Financial Analyst	Date	February 6, 2014
-------------	--------------------------------------	------	------------------

RESOLUTION R-5034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RATIFYING THE CITY MANAGER’S SIGNATURE OF THE OFFER TO PURCHASE AND AGREEMENT TO SELL REAL PROPERTY OWNED BY ROSARITA, LLC, AND APPROPRIATING FUNDS IN THE AMOUNT OF \$2,340,000 FOR THAT PURCHASE.

WHEREAS, in February, 2013, the City Council adopted the City’s 2013 – 2014 Work Program, which included emphasis on Totem Lake revitalization; and

WHEREAS, the City Council next approved funding to create a Totem Lake Park Master Plan (“Plan”) and that Plan was approved by City Council Resolution R-5022 on December 10, 2013; and

WHEREAS, the Plan recommended, among other things, that a park should be created that would leverage and complement the Cross Kirkland Corridor and become a trailhead and a destination for trail users while enhancing the human experience of the park, opening it up to become an icon of the community; and

WHEREAS, unique property owned by Rosarita, LLC, in the Totem Lake area, if acquired, would further City’s ability to create this park and pursue these and the other goals of the Plan,

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

Section 1. The City Manager’s signature of the attached Offer to Purchase and Agreement to Sell Real Property (“Exhibit A”) is hereby ratified and funds in the amount of \$2,340,000 are hereby appropriated to complete that purchase.

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of February, 2014.

Signed in authentication thereof this \_\_\_\_ day of February, 2014.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
City Clerk

## OFFER TO PURCHASE AND AGREEMENT TO SELL REAL PROPERTY

This Agreement made this 3rd day of February, 2014, by and between the City of Kirkland, a municipal corporation of the State of Washington ("Buyer"), and ROSARITA, LLC, a Washington limited liability company, owner of the real property hereinafter described ("Seller").

For and in consideration of the mutual covenants herein contained, the sufficiency of which is unconditionally acknowledged by Buyer and Seller, the parties hereby agree as follows:

1. Purchase of Real Property. Subject to City Council appropriation of funds, Seller and Buyer hereby agree to the purchase and sale of the real property described as follows:

LOT C OF CITY OF KIRKLAND SHORT PLAT NUMBER 77-4-14 (SHORT PLAT OF TOTEM LAKE SOUTH), RECORDED UNDER RECORDING NUMBER 7704210659, AND AS CORRECTED BY CITY OF KIRKLAND LOT LINE ADJUSTMENT NUMBER KROLL 424W G&B ESTATES, RECORDED UNDER RECORDING NUMBER 7903080659, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION, IF ANY, OF ADJOINING TOTEM LAKE WAY, WHICH IF VACATED, ATTACHED TO SAID PREMISES BY OPERATION OF LAW;

EXCEPT ANY PORTION THEROF LYING WITHIN THE CORRECTION MAP OF TOTEM LAKE SOUTH, ACCORDING TO THE PLAT THEROF, RECORDED IN VOLUME 110, OF PLATS, PAGES 92 AND 93, IN KING COUNTY, WASHINGTON.

("Property") TAX ACCOUNT NUMBER: 692840-0032

2. Purchase Price; Payment. The Purchase Price for the Property shall be Two Million Three Hundred Forty Thousand and 00/100 Dollars (\$2,340,000.00). The Purchase Price shall be paid as follows:

2.1 Ninety Thousand (\$90,000.00) will be paid as a credit for rent due from the Seller at \$7,500 per month for the one year lease retained by the seller from the first day of the month following the closing date. If the Seller is evicted or vacates the Property before that date, it will not be entitled to any compensation for any portion of the credit remaining after the date of eviction or vacation.

2.2 At or before Closing, Buyer shall deposit the balance of the Purchase Price in the amount of Two Million Two Hundred Fifty Thousand (\$2,250,000.00 with the Escrow Holder.

3. Escrow Holder: Promptly following the execution of this Agreement, Buyer shall open an escrow with Chicago Title Company, Bellevue, Washington (the "Escrow Holder"). A copy of this Agreement shall be provided to the Escrow Holder to advise the Escrow Holder of the terms and conditions hereof. Escrow Holder shall conduct the Closing pursuant to the escrow instructions of the Parties which shall be consistent herewith.

4. Title Policy and Condition of Title. Buyer will order a standard coverage preliminary commitment for title ("Title Report") from a title company immediately upon mutual execution hereof. Within 10 days after receipt of the title report, Buyer shall notify Seller what exceptions to title, if any, will be accepted by Buyer. Only those exceptions approved by Buyer in writing shall constitute permitted exceptions. Seller shall remove all exceptions that are not permitted exceptions prior to closing date, however if Seller is unable to remove such exceptions prior to closing date, this Agreement shall be deemed null and void unless the time for closing is extended by mutual agreement of the parties.

5. Closing. Title on closing to be conveyed to Buyer by statutory warranty deed free and clear of all taxes, assessments, liens, and encumbrances, and shall be so insurable. The Date of Closing shall be the date the deed is recorded. The deed shall be recorded when sale proceeds are available for Seller. Seller shall be entitled to possession of the property for one year from the first day of the month following the closing date pursuant to a lease agreement, and for up to an additional six months if Seller wishes to retain possession and pay rent, unless Seller is evicted for breach of the lease or vacates the property before then. In that event, Buyer will be entitled to possession on the date of eviction or vacation. The closing of the sale of the property shall be held at the Bellevue offices of Chicago Title Company ("Escrow") no later than, February 28, 2014. This date may be extended by agreement of the parties which agreement shall not be unreasonably withheld.

The cost and expenses of escrow shall be paid equally by Seller and Buyer. Seller shall pay excise tax, commission and the premium for a standard form owner's policy of title insurance. Seller shall pay any cost or expense required to be paid in order to clear Seller's title. Buyer and Seller shall place with escrow all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.

6. Access to Property. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through closing date to enter upon the Property for inspection purposes, but Buyer will not conduct any tests at the Property that involve piercing the ground or structures.

7. Property Tax. Even though Buyer is exempt from property taxes, all property taxes applicable to the property will be paid by Seller prior to closing or through Escrow. Immediately after closing, if any taxes have been paid in excess of what was required, the City will advise King County to refund the excess taxes to Seller if refundable.

8. Condition of Property. All representations and warranties of Seller contained herein shall be true, accurate, and complete at the time of closing. The physical condition of the property at closing shall be the same as on the date of this Agreement. If not, Buyer may elect at its sole discretion to either 1) rescind this Agreement, with Seller refunding the entire purchase price and reimbursing Buyer for all costs incurred, or 2) have Seller pay for all costs of repair or restoration at Seller's expense. In the event the Property contains a well fuel tank or septic tank, Seller will remove such tank and until it is removed there will be no closing.

8.1 Seller shall not enter into any lease, trust deed, mortgage, restriction, encumbrance, lien, license or other instrument or agreement affecting the property without the prior written consent of Buyer from and after the date of this Agreement. Seller warrants as follows: that Seller is the sole legal owner of the fee simple interest in the property and is not holding title as a nominee for any other person or entity; that no person or entity has a first right of refusal or option to purchase or other similar right to or interest in the property; that no labor, materials or services have been furnished or will be furnished in, on or about the property or any part thereof as a result of which any mechanics', laborers' or materialpersons' liens or claims might arise.

8.2 This offer is made with respect to the physical condition of the real property on an "as is and where is basis" as of the date of closing, provided that Buyer does not waive any claim it may now have or hereafter acquire against Seller based on, arising out of, or in any way related to toxic, dangerous, or hazardous waste or substance as the same may now or hereafter be defined by any applicable law or regulation, nor does Buyer release Seller from any liability to Buyer based upon, arising out of, or any way related to toxic, dangerous, or hazardous waste or substance as may hereafter be found and determined to have been on or within the subject property as of the date of closing of this sale or earlier.

9. Seller's Knowledge. To the best of Seller's knowledge, the property is not in violation of any law or regulation relating to the environmental conditions thereon and there is no hazardous waste, toxic substance or pollutant, within the scope of any state, federal or local environmental statute or rule, on or in the vicinity of the property or on any parcels of land which abut the property to the best of Seller's knowledge. Further, to the best of Seller's knowledge there is no asbestos, PCB's or underground storage tanks located on the property or which have been removed therefrom.

10. Remedies. If Seller reasonably concludes that Buyer is in breach of this Agreement, Seller's sole remedy shall be to terminate this Agreement by sending written notice to Buyer and Escrow. If Buyer reasonably concludes that Seller is in breach of this Agreement, Buyer shall have the right to either terminate this Agreement by sending written notice to Seller and Escrow or may instead maintain an action for specific performance (together with recovery of costs and attorney's fees incurred in such action). If an action or proceeding occurs between the parties seeking enforcement of any provision contained in this Agreement, the prevailing party in any such action or proceeding shall be entitled to reasonable attorney's fees and costs in addition to any other relief which a court of law having jurisdiction determines it is entitled to.

11. Notice. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given whether delivered by facsimile, delivered to the person, or three days after being deposited in the United States mail, addressed as follows:

To Seller:

ROSARITA, LLC  
12545 TOTEM LAKE BLVD  
KIRKLAND, WA 98034

To Buyer:

City of Kirkland  
123 Fifth Avenue  
Kirkland, WA 98033  
Attn: CAO

12. Binding. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of them.

13. Leasehold. If the Seller signs and returns the attached Lease Agreement to the Buyer with this Agreement, it will have a one year lease from the first day of the month following the Closing Date subject to the terms and conditions therein stated.

14. Seller has until February 5, 2014, to accept this offer. Time is of the essence of this Agreement and the dates and deadlines contained herein are also of the essence of this Agreement.

The above identified Buyer hereby makes the foregoing offer to purchase real property from Seller on the terms and conditions set forth above.

DATED this 3<sup>rd</sup> day of February, 2014.

CITY OF KIRKLAND

By:   
Kurt Triplett, City Manager

Approved as to form:

  
City Attorney

ACCEPTANCE OF OFFER TO PURCHASE AND AGREEMENT TO SELL

The Seller hereby accepts the foregoing offer to purchase real property and agrees to sell same to Buyer on the terms and conditions set forth above.

Rosarita, LLC

By: Brian Lurie, member  
Brian Lurie

Date: 2/3/2014

## LEASE AGREEMENT

This Lease Agreement ("Lease") will be effective March 1, 2014, by and between City of Kirkland ("City") and Rosarita, LLC, Inc. ("Rosarita"). The City and Rosarita are referred to in this Lease collectively as the "Parties."

### RECITALS

A. In February of 2014, the City intends to purchase the property commonly known as 12031 – NE Totem Lake Way, Kirkland, WA 98034 (the "Property") from Rosarita.

B. Rosarita currently conducts business at that location and would like to remain in possession of the Property, as a tenant of the City, upon the terms and conditions set forth in this Lease.

C. Should the sale occur, the City is willing to have Rosarita remain in possession as a tenant of the City on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants set forth in this Lease, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Lease of Property.** If the sale of the Property to the City does close, the City hereby leases to Rosarita, upon the terms and conditions set forth in this Lease, the Property and the buildings located on the Property, situated in the City of Kirkland, King County, Washington, the legal description of which is attached hereto as **Exhibit A** and incorporated herein. If the sale of the Property does not close, this Lease will be deemed void ab initio and neither party will have any obligations to perform any of the terms of the Lease.
- 2. Use of Property.** The Property shall be used by Rosarita for operation of a retail store, together with any uses that are necessary or incidental to such use.
- 3. Term.** The term of this Lease shall commence on March 1, 2014, and end on February 28, 2015. Thereafter, the tenancy may continue on a month to month basis until August 31, 2015, however The City may not terminate the tenancy during such period unless Rosarita is in breach of the lease.. Rosarita agrees to vacate the Property by August 31, 2015e without further action by the City unless an extension beyond that date is granted by the City.
- 4. Rent.** Under the terms of the Purchase and Sale Agreement, Rosarita received a non-refundable rent credit in the amount of \$90,000 as partial consideration from the City for the Property. Rent and maintenance for the Property is \$7,500 per month, which means the credit is sufficient to pay the rent through February 28, 2015. In the event Rosarita vacates the Property or is evicted for default before that date, it will not be entitled to a refund of any of the then remaining credit. Thereafter, beginning on March 1, 2015, Rosarita covenants and agrees to pay to the City rent and maintenance for the Property in the amount of \$7,500 per month. Monthly installments of rent shall be due and payable on the first day of each and every calendar month, in advance. In the event Rosarita is obligated to pay rent for a period which is less than a calendar month, the amounts set forth above shall be prorated based upon

the ratio which is the number of days in such partial month bears to the total number of days in the month in which such partial month occurs.

## **5. Utilities.**

**5.1 Utility Charges.** Rosarita shall pay all charges for amounts of water, sewer, electrical, telephone, internet and any other utility services rendered or furnished to the Property during the Lease term.

**5.2 Interruption of Utilities.** The City, in its capacity as landlord, shall not be liable for any loss, injury or damage to persons or property caused by or resulting from any variation, interruption, or failure of any utilities or services due to any cause whatsoever, and no such event shall be deemed an eviction of Rosarita or relieve Rosarita from any of its obligations under this Lease.

**5.3 Security Alarm.** Rosarita shall pay all costs relating to the security alarm, if any, including but not limited to monthly service payments and inspection, repair and maintenance fees.

**6. City Right of Entry.** The City shall have the right to inspect the Property upon 24 hours notice to Rosarita. The City shall have the right to make monthly inspections of the Property. In addition, nothing in this Section shall limit the City's right at any time during Rosarita's operating hours to enter any areas of the Property that are open to the public.

**7. Repairs and Maintenance.** The City shall not be required to alter, remodel or improve the Property or any part of it. Rosarita shall, at its sole cost and expense, keep the Property and every part of it in good condition and repair, ordinary wear and tear excepted. All damage or injury done to the Property by Rosarita or by any persons who may be in or upon the Property with the express or implied consent of Rosarita, including but not limited to the cracking or breaking of any glass, windows or doors, shall be paid for by Rosarita.

**8. Alterations.** Rosarita shall not make any alterations, changes or additions to the Property without the prior written approval of the City, which the City may withhold in its sole discretion. Following any material alteration by Rosarita, Rosarita agrees to furnish the City with copies of any plans and specifications for any such alterations.

## **9. Insurance.**

**9.1** During this Lease, Rosarita, at its sole cost and expense, and for the mutual benefit of the City and Rosarita, shall carry and maintain the following types of insurance in the amount specified: (1) comprehensive commercial general liability insurance which includes premises liability coverage (occurrence, not claims-made form) with minimum limits of \$2,000,000 combined single limit; (2) where required by law, workers' compensation coverage for all persons entering onto the Property; (3) employer's liability insurance with minimum limits of \$500,000; (4) automobile liability insurance for all vehicles entering onto the Property including owned, non-owned, and hired vehicles, with minimum limits of \$1,000,000 combined single limit; and (5) personal property insurance in an amount sufficient to cover all personal property on the Property. Such coverage shall be primary insurance over any separate

insurance the City may provide for itself. All insurance policies provided under this Section 9 shall ensure that the City is named as an additional insured, and shall be issued by financially responsible insurers, duly authorized to do business in the State of Washington, with at least a B+/VII rating or better, utilizing the A.M. Best company rating system.

**9.2** All policies of insurance shall provide by endorsement, that any loss shall be payable to the City or Rosarita as their respective interests may appear. Rosarita shall deliver to the City proof of the insurance required in Section 9.1 of this Lease within 10 days of execution of this Lease. If Rosarita fails to do so, the City may procure such insurance and Rosarita shall, on demand, pay the premiums or reimburse the City for all monies expended by it for that purpose, with interest at the maximum rate of interest permitted under applicable law, which may be added to and be collectible as additional rent under this Lease.

**9.3** Rosarita agrees not to knowingly violate or permit to be violated any of the conditions or provisions of the insurance policies required to be furnished hereunder, and agrees to promptly notify the City of a fire or other casualty. Rosarita agrees not to knowingly increase the hazards on the Property by any of its own acts. Rosarita agrees to comply promptly with the requirements of any companies issuing such insurance policies in order to keep the insurance in full force and effect. In the event that any policies shall be canceled for non-compliance with the conditions or provisions of said policies, or requirements of the insurance companies, or in the event that Rosarita shall fail to notify the insurance companies of any claims which may arise in accordance with the terms of said insurance, then Rosarita agrees to indemnify and save harmless the City from any claims or damages whatsoever which would otherwise be covered by insurance, including reasonable attorney fees incurred or expended by the City.

**9.4** The City and Rosarita each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Lease or any other property insurance actually carried by such party. On request, the City and Rosarita will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Property or its contents.

**10. Hazardous Substances.** Except for normal office and cleaning supplies typically found in office environments and used in accordance with label instructions and applicable laws, Rosarita shall not use, dispose of or otherwise allow the release of any hazardous substance, waste or materials in, on or under the Property or any adjacent property. Rosarita represents and warrants to the City that, except as set forth in the preceding sentence, Rosarita's intended use of the Property does not involve the use, production, disposal or bringing on to the Property of any hazardous waste and materials. As used in this Lease, the term "hazardous substance, waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous by any federal state or local statute, regulation, rule or ordinance now or hereafter in effect. Rosarita shall promptly comply with all applicable laws and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to hazardous waste or materials. Rosarita agrees to indemnify, defend and hold harmless the City against any and all loss, cost and expense (including, without limitation, consultant fees,

attorneys' fees and disbursements) which may be incurred by the City in connection with any act or omission by Rosarita that constitutes a breach of this Section of the Lease.

## **11. Assignment and Subletting.**

**11.1** Rosarita shall keep its interest in this Lease and any property of Rosarita (other than unattached personal property) and the Property free and clear from any liens arising out of any work performed or material ordered or obligations incurred by or on behalf of Rosarita and hereby indemnifies and holds the City harmless from any liability for any such lien. Rosarita shall have no right or authority to cause or allow the Property to be subjected to any such lien.

**11.2** This Lease shall not be assigned or encumbered nor shall all or any portion of the Property be sublet, used or occupied by any other person or entity without the prior written consent of the City, which may be withheld in the City's sole discretion, however Rosarita may assign the lease to Brian Lurie or another entity controlled by Brian Lurie subject to the same terms and conditions of the Lease.

**12. Surrender.** Upon the expiration or termination of this tenancy, Rosarita will at once surrender and deliver up the Property, together with all improvements thereon, to the City in good condition and repair, reasonable wear and tear excepted; conditions existing because of Rosarita's failure to perform maintenance, repairs or replacements as required of Rosarita under this Lease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Property (as distinguished from Rosarita's trade fixtures). Rosarita shall surrender to the City all keys to the Property and make known to the City the combination of all combination locks which Rosarita is permitted to leave on the Property. Any alterations in or upon the Property made by Rosarita shall be removed from the Property upon such termination or expiration without allowance, compensation or credit to Rosarita.

**13. Permitted Signs.** Rosarita may keep the signs it has and erect other signs (subject to compliance with this Lease and all applicable City ordinances), at its sole cost and expense, upon the Property subject to the City's prior written approval. No exposed neon sign, flashing or animated sign, or roof or free standing sign is presently erected, and no such sign will be permitted to be erected on the Property.

## **14. City Remedies.**

**14.1 Events of Default.** The term "Event of Default," for which the City shall have the rights specified in this Section, shall mean any of the following:

(a) Rosarita shall fail to pay any installment of rent, or any other sums or charges which Rosarita may be required to pay pursuant to this Lease within ten (10) days of due date;

(b) (i) if the estate hereby created shall be attached or taken on execution or by other process of law, or (ii) if Rosarita shall be judicially declared bankrupt or insolvent according to law, or (iii) if any assignment shall be made of the property of Rosarita for the

benefit of creditors, or (iv) if a receiver, guardian, conservator, trustee or other similar officer shall be appointed to take charge of all or any substantial part of Rosarita's property by a court of competent jurisdiction and not dismissed within ninety (90) days, or (v) if a petition shall be filed by anyone other than Rosarita respecting the bankruptcy or insolvency of Rosarita under any provisions of any bankruptcy or insolvency act now or hereafter enacted, and such proceeding is not dismissed within ninety (90) days after it is begun, or (vi) if Rosarita shall file such a petition;

(c) If (a) Rosarita shall breach or fail to perform or observe any other covenant on Rosarita's part to be performed or observed under this Lease and (b) such failure has continued for thirty (30) days after written notice of such failure from the City to Rosarita.

**14.2 Remedies.** Upon the occurrence of an Event of Default, the City shall have the following remedies in addition to the City's right to cure defaults as provided below:

(a) Bring Suit for Specific Performance. The City may bring suit for collection of unpaid rent or other amounts for which Rosarita is in default, or for the performance of any other covenant or agreement contained in this Lease, without the necessity of terminating the Lease or entering into possession of the Property.

(b) Re-Entry Without Termination. The City may reenter the Property, by summary proceedings or otherwise, and take possession thereof, without terminating this Lease, and remove all persons and property from the Property, without becoming liable to prosecution, and lease the whole or any part or parts of the Property from time to time, either in the name of the City or on account of Rosarita or otherwise, to such person or persons, for such terms ending before, on or after the expiration date, at such rental and upon such other conditions as the City in its sole discretion shall determine. The City will make a good faith and reasonable effort to lease the Property or any part thereof and shall in no event be liable for refusal or failure to lease the Property and any part of it. It is understood that Rosarita's liability as provided for in this Lease shall survive and continue after such dispossession, reentry or repossession.

(c) Termination of Lease. The City may terminate this Lease upon ten (10) days written notice to Rosarita. No act by the City, other than giving Rosarita written notice of termination shall be required to terminate this Lease. Upon termination of this Lease, neither the City nor Rosarita shall have any further obligation except as provided in this Lease and the right of the City to recover all unpaid rent to the date of termination.

**14.3. Cost to Cure with Interest.** In the event of any breach of this Lease by Rosarita, the City may elect, following any notice period for Rosarita to cure under this Lease, as another alternate remedy, to cure such breach for the account and at the expense of Rosarita. Any sums so expended by the City shall be deemed additional rent under this Lease and shall be reimbursed by Rosarita upon demand, together with interest at the rate of ten percent (10%) per annum, which interest shall accrue from the date of such expenditure by the City until the date of payment by Rosarita.

**15. Indemnity; Hold Harmless.**

**15.1 Rosarita** shall save the City harmless from, and defend and indemnify the City against, any and all injury, loss or damage or claims for injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or negligence of Rosarita, including without limitation, reasonable attorneys' fees. It is a condition of this save harmless and indemnification, that Rosarita shall receive reasonably prompt notice of any such claim from the City.

**15.2** The City shall save Rosarita harmless from, and defend and indemnify Rosarita against, any and all injury, loss or damage or claims for injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or sole negligence of the City, including without limitation, reasonable attorneys' fees. It is a condition of this save harmless and indemnification that the City shall receive reasonably prompt notice of any such claim from Rosarita.

**16. Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights under this Lease.

**17. Notices.** All notices required or permitted to be sent under this Lease shall be delivered by any one of the following methods: (a) United States certified mail, return receipt requested; (b) Federal Express or similar overnight delivery; or (c) commercial courier with either receipt for delivery signed by the addressee or a sworn declaration that delivery was refused. Notice shall be deemed given on the date of delivery to or refusal thereof by the addressee. Notices shall be sent as follows:

To the City of Kirkland:

City of Kirkland, Attn. Facility Services  
915 Eighth Street  
Kirkland, WA 98033

With a copy to:

Kirkland City Attorney's Office  
123 Fifth Avenue  
Kirkland, WA 98033

To Rosarita, LLC:

Rosarita, LLC  
12031 NE Totem Lake Way  
Kirkland, WA 98034

Either party shall have the right to change its designees for the receipt of notices by use of the notice provisions contained in this section.

## **18. General Terms.**

**18.1 Choice of Law.** This Lease shall be construed in accordance with the laws of the state of Washington.

**18.2 Accord and Satisfaction.** No payment by either party or receipt by the other party of a lesser amount than the rental and other charges under this Lease shall be deemed to be other than payment on account of the earliest rent and other charges then unpaid and due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to its right to recover the balance of such rent and other charges or pursue any other remedy provided for in this Lease or available at law or in equity.

**18.3 Brokers.** The City and Rosarita each represents and warrants that it has not dealt with any real estate agent or broker in connection with this Lease, and each shall and hereby agrees to defend, indemnify and hold the other party harmless, including reasonable attorneys' fees, from and against all claims for commissions and/or other compensation made by any broker or agents or other damage for breach of the foregoing representations by the indemnifying party.

**18.4. Independent Operation.** Nothing in this Lease shall cause the City in any way to be construed as a partner, joint-venturer or an associate of Rosarita in the operation of the Property.

**18.5 No Recordation of Lease.** Neither this Lease, nor any memorandum thereof, shall be recorded.

**18.6 Attorneys' Fees; Waiver of Jury Trial.** In the event of any action or proceeding brought by either party against the other under this Lease, each party shall, and hereby does (to the extent permitted by law) waive trial by jury, and the prevailing party shall be entitled to recover all costs and expenses, including its reasonable attorneys' fees.

**18.7 Jurisdiction and Venue.** Jurisdiction for any dispute concerning this Lease shall be exclusively in King County, Washington.

**18.8 Time of the Essence.** Time is of the essence with respect to the performance of all of the obligations of Rosarita specified in this Lease.

**18.9 Entire Agreement; Modification.** This Lease is the final and complete expression of the City and Rosarita relating in any matter to the leasing, use and occupancy of the Property, and other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both the City and Rosarita.

**18.10 Authority.** The individual executing this Lease on behalf of Rosarita represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Rosarita, and that this Lease is binding upon Rosarita in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed under seal as of the day and year first above written.

CITY OF KIRKLAND

ROSARITA, LLC

By: [Signature]  
Its: City Manager

By: [Signature]  
Its: member

Approved as to form:

[Signature]  
Title: Asst. City. Atty

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING )

On this 30 day of JANUARY, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRIAN LURIE, to me known to be the MEMBER of **Rosarita, LLC**, the Washington limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



[Signature]  
Print Name: ZAHRA KHAZE  
Notary Public in and for the State of WASHINGTON  
Washington, residing: Kirkland, WA  
My Commission Expires: 11/6/2017



# EXHIBIT A

CHICAGO TITLE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 1350470  
Your No.: YUPPIE PAWN SHOP

---

**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

LOT C OF CITY OF KIRKLAND SHORT PLAT NUMBER 77-4-14 (SHORT PLAT OF TOTEM LAKE SOUTH), RECORDED UNDER RECORDING NUMBER 7704210659, AND AS CORRECTED BY CITY OF KIRKLAND LOT LINE ADJUSTMENT NUMBER KROL 424W G&B ESTATES, RECORDED UNDER RECORDING NUMBER 7903080659, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION, IF ANY, OF ADJOINING TOTEM LAKE WAY, WHICH, IF VACATED, ATTACHED TO SAID PREMISES BY OPERATION OF LAW;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE CORRECTION MAP OF TOTEM LAKE SOUTH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 110, OF PLATS, PAGES 92 AND 93, IN KING COUNTY, WASHINGTON.



**CITY OF KIRKLAND**  
Planning and Community Development Department  
123 Fifth Avenue, Kirkland, WA 98033  
425.587-3225 - [www.kirklandwa.gov](http://www.kirklandwa.gov)

---

**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Eric Shields, Planning Director  
**Date:** February 7, 2014  
**Subject:** Letter to the Washington State Liquor Control Board  
Regarding Marijuana Sales, Processing and Production

**RECOMMENDATION**

City Council reviews the attached draft letter and authorizes the City Manager to sign it.

**BACKGROUND DISCUSSION**

At the February 4 Council meeting, the City Council asked that the letter to the Washington State Liquor Control Board (WSLCB) be revised to reflect the Council's decision on the interim regulations. The attached letter reflects that decision and was reformatted to make it clearer about which applications do not comply with City zoning regulations or WSLCB buffer rules.

After the February 4 meeting, Planning and Community Development staff contacted WSLCB staff to seek clarification about how buffers around public parks would be determined. It was confirmed that parks with only trails and a few benches would not be buffered. In parks with a mixture of active and passive spaces, the buffer would likely be applied only around the active spaces. A precise way to make the measurement has not been established.

Sharon Foster, Board Chair  
 Ruthann Kurose, Board Member  
 Chris Marr, Board Member  
 Washington State Liquor Control Board  
 P.O. Box 43085  
 Olympia, WA 98504-0385

Subject: Comments on Marijuana Applications in Kirkland

Dear Liquor Control Board Members:

On behalf of the Kirkland City Council, I offer the following comments on applications submitted to the Washington State Liquor Control Board (WSLCB) for marijuana retail, processing and production licenses in Kirkland. The Council is not opposed to having licensed recreational marijuana uses within the City. The City's approach is to generally allow licensed marijuana businesses in land use zones where other retailing, processing or production uses are allowed. In one instance, a predominantly residential zone that allows retailing was excluded from selling marijuana. However, the Council is mindful of maintaining viable places where marijuana retailers, processors and producers may locate.

Even so, many of the license applications in Kirkland are in locations where the zoning clearly does not allow the type of use proposed. The following applications do not comply with the zoning and the City objects to the issuance of these licenses:

<u>Applicant</u>	<u>License #</u>	<u>Address</u>	<u>Zoning Issue</u>
Think About It	412993	11851 108TH AVE	Producer in residential zone (RSX 7.2 zone)
Chad Grospe	413915	1524 MARKET ST	Processor in office zone (MSC 1)
The Novel Tree	414984	825 7TH AVE	Retailer in industrial zone (LIT zone)
1STMJ	055259	1818 MARKET ST	Retailers in zone (MSC 1) where marijuana sales prohibited by interim ordinance.
Biloxi Green	412927	1818 MARKET ST	
Buzz U	415399	1818 MARKET ST	
Fireplace	415369	1818 MARKET ST	
George Whitfield Butts IV	055246	1818 MARKET ST	
Maison Botanique	413682	1818 MARKET ST	
McCormick Green	413252	1818 MARKET ST	
Mind's Eye	413325	1818 MARKET ST	
Retail Marijuana	055260	1818 MARKET ST	
One Love Organics	414109	11014 120TH AVE NE STE A	Retailer in office zone (TL 10E zone)
Organic Gardens	414177	11014 120TH AVE NE STE B	Retailer in office zone (TL 10E zone)
W & L Holdings	414297	11509 JUANITA DR NE	Retailer in a residential zone (RSA 8 zone)
Resolute Partners	414063	1313 MARKET ST	Retailer in a zone (MSC1) where marijuana sales prohibited by interim ordinance
Seattle Cannabis Kitchens	053096	6227 102ND PL NE	Producer & processor in residential zone (RSX 7.2 zone)
Wow Marijuana	053528	13263 119TH AVE NE	Producer & processor in residential zone
P and R Processing LLC	054342	9260 124TH AVE NE	Producer & processor in residential zone

Cameron Daek	415194	11236 115TH PL NE	Retailer in residential zone (RS 8.5 zone)
Emerald City Botanicals	415147	10856 NE 108TH ST	Retailer in residential zone (RS 8.5 zone)
The Garden	415104	11341 106TH AVE NE	Retailer in residential zone (RS 8.5 zone)
The Garden	415105	11341 106TH AVE NE STE B	Retailer in residential zone (RS 8.5 zone)

In other locations, the zoning allows the use but the proposed sites are within 1,000 feet of public parks, elementary or secondary schools, state licensed child care centers or public transit centers as prohibited under RCW 69.50.331 and WAC 314-55-160(2). Following are the applications in this category:

<u>Applicant</u>	<u>License #</u>	<u>Address</u>	<u>Activity Within 1000 feet</u>
Good News Everyone	414073	12642 NE 85TH ST	Licensed child care: Kiddie Academy Park: Rose Hill Meadows
IVI Enterprise	413594	11308 124TH AVE NE UNIT 301	Licensed child care: Kindercare
Cema Investments	413826	8520 122ND AVE NE	Public park; Rose Hill Meadows
One Love Organic	414173	12504 116TH AVE NE STE A	Licensed child care: Evergreen Academy
Organic Gardens	414177	12504 116TH AVE NE STE B	Licensed child care: Totem West Plaza
THC4Less	414479	12403 NE 124TH ST	Licensed child care: Elite Kids LTD
Hector Degner	414469	11901 124TH AVE NE	Licensed child care: Elite Kids LTD
Okeemomo LLC	415271	11901 124TH AVE NE	Licensed child care: Kindercare
ReoCapital	414346	12106 NE 85TH ST	Public park: Rose Hill Meadows
420 PM	414906	13100 NE 70TH PL	School: Rose Hill Middle School
420 PM	414907	13112 NE 70TH PL	School: Rose Hill Middle School
Twisted Greens Corp	054035	13114 NE 70TH PL	School: Rose Hill Middle School
Jackpot	414602	13100 NE 70TH PL	School: Rose Hill Middle School

In addition, there are a number of applications listing addresses for which we have no record:

<u>Applicant</u>	<u>License #</u>	<u>Address</u>
Lester Farms	054326	13600 NE 128TH ST STE D
Leganjafairy	051728	13536 NE 126TH PL
Josh's Joint	415022	13205 NE 124TH ST #124
The Garden	415105	11341 106TH AVE NE STE B
Hoh Labs	054536	13600 NE 126TH PL STE D1
Stoner Haze	414916	6157 132ND AVE NE

All other marijuana applications listed on the WSLCB web site appear to be located in appropriate zones and are more than 1,000 feet from public parks, elementary and secondary schools, state licensed child care centers and public transit centers. Consequently, the City expresses no objections to issuing licenses for the following applications:

<u>Applicant</u>	<u>License #</u>	<u>Address</u>	<u>AppType</u>
Grean Sea	415110	12525 TOTEM LAKE BLVD	Retailer

Green Bee	413330	12700 NE 124TH ST STE 1	Retailer
Kush	414407	12525 TOTEM LAKE BLVD	Retailer
Twisted Sacks Corp	414475	1417 MARKET ST	Retailer
Buddy's Buds	414319	12525 TOTEM LAKE BLVD	Retailer
Cloud 9 Ale & Smoke Shoe	414898	13600 NE 126TH PL	Producer
Wakalolo	412807	723 9TH AVE STE A	Processor
Verdelux Chocolates	054239	13621 NE 126TH PL STE 425	Producer/Processor
Vajradhara Products	054112	13649 NE 126TH PL	Producer/Processor
Tetra Consulting	413292	825 7TH AVE	Producer/Processor
Turnkey LLC	052130	12700 NE 124TH ST STE 16	Producer/Processor

Thank you for your consideration of these comments. We look forward to being informed of the applications that you select for final consideration. If you have any questions about the applications referenced in this letter, please contact Eric Shields, Planning director at [eshields@kirklandwa.gov](mailto:eshields@kirklandwa.gov) or 425-587-3226.

Sincerely,

Kurt Triplett,  
City Manager