



CITY OF KIRKLAND

CITY COUNCIL

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

Vision Statement

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

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

AGENDA

KIRKLAND CITY COUNCIL MEETING

City Council Chambers

Tuesday, March 1, 2011

6:00 p.m. – Study Session – Peter Kirk Room

7:30 p.m. – Regular Meeting

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

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*, Peter Kirk Room
 - a. Annexation Update
4. *EXECUTIVE SESSION*
5. *HONORS AND PROCLAMATIONS*
 - a. Earth Hour Proclamation
6. *COMMUNICATIONS*
 - a. *Announcements*
 - b. *Items from the Audience*
 - c. *Petitions*
7. *SPECIAL PRESENTATIONS*
 - a. King County Councilmember Jane Hague
 - b. Government Finance Officers Association (GFOA) Certificate of Achievement for Financial Reporting

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

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

8. CONSENT CALENDAR

a. Approval of Minutes: February 15, 2011

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

c. General Correspondence

d. Claims

(1) Melissa Abrams

(2) Roma Pelletier

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

(1) Park and Main Parking Agreement

(2) Resolution R-4868, Approving a Memorandum of Agreement Between the City of Kirkland and King County for Transportation Management Planning and Authorizing the City Manager to Sign

h. Other Items of Business

(1) Cultural Council Fundraising

(2) Resolution R-4869, Relinquishing any Interest the City May Have in an Unopened Right-of-Way as Described Herein and Requested by Property Owners Shawn and Amy Martin

(3) Report on Procurement Activities

9. PUBLIC HEARINGS

10. UNFINISHED BUSINESS

a. Neighborhood Meetings with the City Council

b. 2011 Legislative Update 3

11. NEW BUSINESS

a. North Kirkland Community Center Sign

GENERAL CORRESPONDENCE

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

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.

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.

12. *REPORTS*
 - a. *City Council*
 - (1) Regional Issues
 - b. *City Manager*
 - (1) Calendar Update
13. *ITEMS FROM THE AUDIENCE*
14. *ADJOURNMENT*



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager
From: Marilynne Beard, Assistant City Manager
Date: February 17, 2011
Subject: ANNEXATION UPDATE

RECOMMENDATION:

City Council receives a briefing on interlocal agreements that will be presented to the City Council for consideration prior to June 1, 2011.

BACKGROUND DISCUSSION:

The purpose of the study session is to begin the presentation of the interlocal agreements that will be needed to implement annexation and to provide an update on related activities. There are several interlocal agreements that are needed to fully implement the annexation. This memo will address interlocal agreements currently under discussion.

Wild Glen Condominium Annexation

As mentioned in earlier reports to the City Council, the staff has been working with King County and Fire District #41 to use the interlocal method of annexation for the Wild Glen Condominiums. Wild Glen represents one parcel that should have been included in the City's notice of intent to the Boundary Review Board but which was omitted based on conflicting map data between King County and Kirkland. Unless this parcel is annexed, it will be the only remaining parcel in Fire District #41 which would otherwise dissolve. State law now provides for annexations by interlocal agreement if the affected fire district, annexing city and county agree. Last year, the City sent letters to the Fire District and King County expressing interest in annexing the parcel using the interlocal method. Both King County and the Fire District responded affirmatively to the request. During this same period, City staff has worked with the Wild Glen Homeowners Association and they are anxious to proceed.

Over the past several months, staff has been drafting the interlocal agreement and mapping the sequence and timing of events that need to occur with the goal of making the Wild Glen annexation effective at the same time as the larger annexation. To our knowledge, this is the first time this method of annexation has been used and so we are "charting new territory." Generally, the actions that need to take place from this point forward are:

1. The City, Fire District and King County governing bodies need to approve an interlocal agreement (ILA) to proceed with the annexation. In the case of King County, a thirty day public notice requirement applies. All jurisdictions would need to approve the interlocal before the end of March. The ILA will be presented to the Kirkland City Council on March 15.
2. Once the ILA is approved which includes an agreement to the boundaries of the area to be annexed, the City must file a notice of intent with the King County Boundary Review Board describing the proposed annexation. Unlike the larger annexation currently pending, the Boundary Review Board does not have jurisdiction over this annexation.
3. Following the filing of the notice of intent, the City must approve an ordinance annexing the area. This must be done at least 45 days before the effective date of annexation. In order for the Wild Glen annexation to coincide with the larger annexation, the City Council must approve the ordinance at the April 5 meeting.

Attachment A is a draft interlocal agreement. The form of the interlocal agreement follows the outline prescribed by state law (Attachment B). The draft ILA has gone through the first round of review and edits from all three jurisdictions. Staff anticipates presenting a substantially similar ILA to the City Council on March 15 for approval.

King County Interlocal Agreement – Transition of Development Services

The interlocal agreement between the City and King County is composed of multiple ILA's that are in the process being consolidated and reviewed by County and City legal staff. There are three main elements of the consolidated ILA:

- Governance – Transition of authority, jurisdiction and services.
- Development Services – Transition of land use and building permits.
- Property – Transfer of property and maintenance responsibilities for road-related properties, surface water management facilities and properties, parks, open space and greenbelts.

This ILA will also contain any agreement between with the County and the City for monetary assistance from the County. Staff expects to present a list of funding assistance requests to the King County Executive on March 8 when a delegation from the City Council and staff are scheduled to meet with the Executive and his staff. Staff proposes to bring elements of the ILA to the City Council over the next months as the details are better known and policy direction is needed.

In the January quarterly update, staff presented a brief overview of the transfer of permitting services and now have a draft ready for Council review (Attachment C). The ILA will generally describe how permits in process will be handled after the effective date of annexation, how vesting will occur and how fees will allocated. The objective is to provide a smooth transition of services that is as transparent to the customer as possible. The following narrative describes the basic elements of this portion of the ILA by section.

Section 1: Building permits:

- Complete building permit applications filed with the County prior to June 1 will be vested with County regulations.
- Except as noted below, if a building permit has been issued by the County prior to June 1, the County will complete inspections and process the permit to completion.
- If a building permit has been issued by the County, but the applicant hasn't called for an inspection prior to June 1, the City may elect, on a case by case basis, to handle inspections and process the permit to completion.
- If an application has been submitted to the County but the County hasn't issued a permit prior to June 1, the County will complete the review until the permit is ready to be issued. The permit then will be forwarded to the City for issuance, inspections and processing to completion.
- In reviewing building permits, the County will consult with the City on administratively appealable decisions.
- Following annexation, the County will process minor applications that implement Commercial Site Development permits issued prior to June 1.
- For permits issued by the County prior to annexation, the County will review and decide upon requests for revisions prior to final construction approval. The County will consult with the City on significant revisions.
- Following annexation, all applications to vary road or drainage standards will be decided by the City Public Works Director.

Section 2: Land use permits:

- Land use applications submitted to the County and vested under County land use regulations prior to June 1 will continue to be processed by the County.
- If a land use application does not require a public hearing, the County will submit a report and recommendation to the City Planning Director and the Planning Director will make the decision.
- If a land use application requires quasi-judicial approval and the hearing was held but a decision was not made prior to annexation, the County will continue processing the application though the final decision, except that decisions requiring approval by a legislative body will be forwarded to the City for City Council action.
- If a land use application requires quasi-judicial approval and the hearing has not been held prior to annexation, the public hearing will be held by the City Hearing Examiner. The Hearing Examiner will make the final decision, unless it is a decision requiring approval by a legislative body, in which case the decision will be made by the City Council.
- The County will continue to review and decide on any applications associated with subdivisions, short plats and binding site plans that have received preliminary approval prior to annexation, if the application was submitted prior to June 1. Applications submitted after June 1 will be processed by the City.
- Following annexation, all applications to vary road or drainage standards will be decided by the City Public Works Director.
- The County will review and decide upon requests for changes to approved engineering plans up to the time that construction approval is issued. Subsequent requests for changes to the plans will be decided by the City.

Section 3: List of Projects, Notice of Meetings, and Permit Data

- The County will provide to the City information and records pertaining to development activity.

Section 4: SEPA Review

- Beginning on June 1, the City will become the SEPA lead agency for development activity in the annexation area.
- SEPA appeals will be heard and decided under City procedures.
- If a SEPA determination has not been issued prior to June 1, the determination will be issued by the City. The County will not take action on the permit until the SEPA determination has been issued and completed. The County will provide assistance to the City.

Section 5: Administrative and Ministerial Processing

- Clarifies that all County review under the ILA is administrative and ministerial in nature.

Section 6: Code Enforcement

- The County will provide information to the City on active code enforcement cases.
- Following annexation the City will be responsible for all general code enforcement.
- The County will continue to enforcement conditions of approval for permits processed by the County under the ILA.

Section 7: Financial Guarantees

- Financial guarantees posted with the County will be turned over to the City for those permits for which the City assumes responsibility. The County will retain and administer the guarantees for permits for which it retains responsibility.
- The City will be responsible for assessing and administering new financial guarantees.

Section 8: Processing Priority

- The County agrees to process permits with the same level of service as other County permits.

Sections 9: Fees and Reimbursement

- City will adopt legislation authorizing the County to charge fees for applications the County continues to process following annexation. The County is authorized to collect and use the authorized fees.
- The City agrees to pay the County for work on applications for which the County is not authorized to collect fees. *[Note: The City will need to adopt an ordinance requiring applicants to cover these payments.]*
- The County will submit to the City a portion of fees collected by the County to cover any work the City will be undertaking.

- The County will pay the City an amount equal to any unused impact fees collected by the County from projects in the annexation area.

Section 10: Duration – The agreement will be in effect until December 31, 2015.

Section 11: Termination – Either party may terminate the agreement with 30 days notice.

Section 12: Extension – The City and County may agree to extend the agreement until December 31, 2019.

Section 13: Application Process – The City agrees to prepare a public information document describing the handling of applications under the agreement.

Sections 14 – 20 deal with various administrative aspects of the agreement.

Fire District #41 Interlocal Agreement with King County

Although the City is not a party to this ILA, staff have worked with the District and the County to facilitate the ILA which will transfer a 1.8 acre parcel in Big Finn Hill Park to the Fire District for the a new fire station. In exchange, the District will construct a 20-stall parking lot for park users. Plans to consolidate two fire stations into one location have been contemplated for several years with community outreach coordinated by the Fire District. The new station site will be able to serve a larger area with better response times. Originally, the station was to be sited on Lake Washington School District property at Finn Hill Junior High. When it was determined that the location had storm drainage and site distance issues that would result in significantly more cost, the District pursued other locations. The proposed site is located on 1.8 acres of Big Finn Hill Park which covers over 200 acres of active recreation, trail and open space.

At this point, the general language of the ILA has been drafted and reviewed by King County and the Fire District. Initial site evaluation work is being completed to confirm that the parcel is suitable for the fire station and parking lot. Initial work on the site gave rise to a number of calls from local residents who were not aware that the parcel was under consideration. King County and the Fire District are responding to those calls and the District has a public outreach meeting scheduled for March 8th. This is in addition to the public meetings held several years ago regarding the fire station consolidation project and presentations made to the Denny Creek Neighborhood Alliance more recently. Until now, it was not clear that the parcel could be conveyed or that it was an appropriate site for the station (and more work is needed). Traffic studies, response time modeling and now geotechnical work are being performed before the interlocal is presented to the respective governing bodies for consideration. Staff will continue to keep the Council apprised of the progress on the property transfer and the project.

Summary and Direction Needed

Staff is requesting feedback from the City Council so that any needed revisions can be incorporated before City Council takes action.

DRAFT**DRAFT****ATTACHMENT A
DRAFT**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND, FIRE DISTRICT #41
AND KING COUNTY REGARDING THE ANNEXATION OF THE WILD GLEN AREA

This Agreement is made and entered into this _____ day of _____, 2011, by and between the City of Kirkland ("City"), Fire District #41 ("District") and King County ("County"), collectively known as the Parties.

WHEREAS, because of conflicting information regarding the boundaries of the City's potential annexation area, the Wild Glen condominium complex territory ("Wild Glen") within the District and County was not annexed by the City at the time of the City's annexation of the Juanita, Finn Hill and Kingsgate areas ("JFK annexation"); and

WHEREAS, the City, District and County believe Wild Glen, which is adjacent to the JFK annexation area and would be the sole remaining territory to be serviced by the District if this annexation did not occur, should therefore be annexed to the City; and

WHEREAS, RCW 35A.14.480 authorizes a city, fire district and county to enter into an interlocal agreement to effect annexation of unincorporated areas within a fire district to a city on the terms therein contained; and

WHEREAS, to initiate the process of negotiating such an interlocal agreement, the City was required to give notice to the District and the County of its interest in doing so, which occurred on October 26, 2010; and

WHEREAS, the County and District each agreed negotiations for the annexation of Wild Glen by interlocal agreement should begin by letters dated November 12, 2010 and December 2, 2010, respectively; and

WHEREAS, the Parties have concluded these negotiations and are ready to enter into this interlocal agreement ("Agreement"); and

WHEREAS, the governing bodies of each of the Parties hereto have determined to enter into this Agreement as authorized and provided for by the Interlocal Cooperation Act, codified at Chapter 39.34 RCW,

NOW, THEREFORE, by their signatures below, the Parties hereby enter into this Agreement regarding the annexation of Wild Glen by the City.

1. Effective date for this annexation. The Parties agree the ordinance effecting this annexation, attached as Exhibit A and herein incorporated by reference, shall provide an effective date for the annexation on the same day as the effective date for the JFK annexation but immediately thereafter, which is currently set for June 1, 2011 ("Effective Date").

2. Boundaries of the area proposed for annexation. The boundaries of the Wild Glen territory proposed for annexation, consistent with the boundaries as set forth in Exhibit A, are described as follows:

That portion of Section 19, Township 26 North, Range 5 East W.M. in King County, Washington described as follows:

Beginning at the northwest corner of the Northeast Quarter of the Northeast Quarter of said Section 19;

Thence east along the north line of said Section 19 and the south limits of the City of Bothell as established by City of Bothell Ordinance Number 225 to the west margin of 100th Avenue NE;

Thence south along the west margin of 100th Avenue NE to the northerly margin of Simonds Road Northeast;

Thence northwesterly along the northerly margin of Simonds Road Northeast to the west line of said Northeast Quarter of the Northeast Quarter of Section 19 and the limits of the City of Bothell as established by City of Bothell Ordinance Number 960;

Thence north along said west line to the Point of Beginning.

3. Public hearing on the Annexation Ordinance. As required by RCW 35A.14.480(1)(c), the public hearing on the ordinance effecting the annexation of Wild Glen is hereby set to occur at the regular meeting of the Kirkland City Council on April 5 ~~March 1~~, 2011
4. Notice of Intention to be filed with the Boundary Review Board. After the Parties have all signed this Agreement, the City will file the Notice of Intent required by RCW 35A.14.480(1)(c) with the Boundary Review Board. However, as further provided therein, the jurisdiction of the Board may not be invoked for this annexation.
5. The goals of this Agreement are as follows:
 - a. For the District to transfer all of its revenues and assets to the City on dates as required by law or on the Effective Date for revenues or assets not addressed by law. The City will not transfer any of its assets or revenues to the District because, after this annexation and the JFK annexation, the District will no longer have any area where it is responsible for providing fire protection or emergency medical services and, therefore, will no longer need any assets or revenues. The City will be responsible for all District debt payments as of the Effective Date and intends to leave a proportionate share of the District's levy in place until the debt is retired.
 - b. As required by RCW 35A.14.480(2)(a)(ii), there will be no negative impacts to service in Wild Glen at least through the budget cycle in which the annexation

occurs. This goal will be met because the City already provides fire protection and emergency medical services in Wild Glen pursuant to a contract between the City and District and the City will continue to provide service at the same level as there required.

- c. The City and District have discussed a division of assets and agree that all of the assets will be transferred to the City in accordance with Subsection 5(a) above. Further, that there will be no impact on fire and emergency medical services to citizens inside or outside Wild Glen because the City currently provides service in both areas and will continue to do so.
- d. Capitalizing on the existence of the Wild Glen Condominium Homeowner's Association, to which every resident of Wild Glen belongs, the City has been able to communicate with those affected by this annexation through this organization and has held informational public meetings regarding this annexation. The City will schedule an additional informational public meeting after this Agreement is approved.
- e. The City will fulfill the capital facilities obligations of the District within the District after the Effective Date in the same manner as they are fulfilled in the rest of the City outside Wild Glen. The County's capital facilities obligations within Wild Glen, if any, will remain unchanged.
- f. All of the City's current development regulations will apply and be enforced in Wild Glen on and after the Effective Date as provided in Ordinance 4196. To the extent the County has development regulations that remain in effect after the Effective Date, these regulations will apply and be enforced by the County. The District will have no development regulations applicable in Wild Glen after the Effective Date.
- g. On and after the Effective Date, the City will be responsible in Wild Glen for roads and traffic impact mitigation, surface and storm water management, coordination and timing of comprehensive plan and development regulation updates, outstanding bonds and special or improvement district assessments, annexation procedures, distribution of debt and revenue sharing for annexation proposals, code enforcement, inspection services, financial and administrative services, consultation with other service providers, including water sewer district all as addressed by the laws and policies and procedures of the City. The County will be responsible for all of the foregoing subject areas that fall within the purview of the County's jurisdiction, if any, after that date. The District, having no further territory to serve, will have none of these obligations.

- h. To the extent applicable, the transition to services being provided to Wild Glen by the City instead of the County will be done in accordance with the Interlocal Agreement between the City of Kirkland and King County Relating to the Annexation of the Juanita-Finn Hill-Kingsgate Annexation Area now being negotiated by the City and County.
6. Term. The term of this Agreement is in perpetuity from the date first written above.
7. Effect of this Agreement. Because the Parties have reached agreement on the enumerated goals addressed herein, pursuant to RCW 35A.14.480(3), this Agreement is not subject to referendum. Consequently, not sooner than forty five days after passage of the annexation ordinance (Exhibit A), not including the day of passage, Wild Glen will become a part of the City on the date fixed in that ordinance, which is currently June 1, 2011.
8. Indemnification. Each of the Parties shall defend, indemnify and hold the other Parties, their officers, officials, employees and agents harmless from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from that other party's negligent acts or omissions in performing under this Agreement. No party will be required to defend, indemnify or hold the other party harmless if the claim, suit or action for injuries, death or damages is caused by the sole negligence of that party. Where such claims, suits or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence. Each party agrees that its obligations under this subparagraph include, but are not limited to, any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this reason, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
9. Compliance with laws. The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. However, to the extent allowed by law, the Parties agree the provisions of this Agreement shall supersede such provisions.
10. Assignment. The Parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other Parties. However, the District and County agree their consent is not required if the City assigns the Agreement to any regional fire authority created by the City.
11. Notices. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the City:
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033
Attn: Kurt Triplett

To the County:
King County Performance, Strategy
and Budget
401 Fifth Avenue, Suite 801
Seattle, WA 98104
Attn: Dwight Dively, Director

To the District:
Fire District #41
P.O Box 817
520 Kirkland Way, Suite 400
Kirkland, WA 98083-0817
Attn: Ken Davidson

or to such other respective addresses as the Parties hereafter from time to time designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to have been given on the third business day following the date of mailing, if properly mailed and addressed. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

12. Miscellaneous.

- a. All of the terms in this Agreement shall extend to and bind the legal successors and assigns of the Parties.
- b. This Agreement is made and shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- c. No separate legal entity is hereby created.
- d. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors and assigns to rely upon the terms herein contained nor to give any such third party a cause of action on account of any nonperformance hereunder.
- e. No joint oversight and administration board is created hereby.
- f. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless either party determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time the Parties shall substitute a provision that most closely approximates that which was invalidated without being invalid itself.

- g. This Agreement constitutes the final and completely integrated agreement between the Parties on its subject matter.
- h. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by all Parties.
- i. Copies of this Agreement shall be filed with the King County Auditor's Office by the City.
- j. Each party has had the opportunity to consult with counsel in connection with this Agreement. Each of the provisions of this Agreement represents the combined work product of all Parties. Therefore, no presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.
- k. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF KIRKLAND

FIRE DISTRICT #41

By: _____
Kurt Triplett, City Manager

By: _____

Approved as to form:

Approved as to form:

City Attorney

District Counsel

KING COUNTY

By: _____

Approved as to form:

Prosecuting Attorney

ATTACHMENT B

RCW 35A.14.480

Annexation of territory served by fire districts — Interlocal agreement process.

(1)(a) An annexation by a code city proposing to annex territory served by one or more fire protection districts may be accomplished by ordinance after entering into an interlocal agreement as provided in chapter [39.34](#) RCW with the county and the fire protection district or districts that have jurisdiction over the territory proposed for annexation.

(b) A code city proposing to annex territory shall initiate the interlocal agreement process by sending notice to the fire protection district representative and county representative stating the code city's interest to enter into an interlocal agreement negotiation process. The parties have forty-five days to respond in the affirmative or negative. A negative response must state the reasons the parties do not wish to participate in an interlocal agreement negotiation. A failure to respond within the forty-five day period is deemed an affirmative response and the interlocal agreement negotiation process may proceed. The interlocal agreement process may not proceed if any negative responses are received within the forty-five day period.

(c) The interlocal agreement must describe the boundaries of the territory proposed for annexation and must be consistent with the boundaries identified in an ordinance describing the boundaries of the territory proposed for annexation and setting a date for a public hearing on the ordinance. If the boundaries of the territory proposed for annexation are agreed to by all parties, a notice of intention must be filed with the boundary review board created under RCW [36.93.030](#). However, the jurisdiction of the board may not be invoked as described in RCW [36.93.100](#) for annexations that are the subject of such agreement.

(2) An interlocal annexation agreement under this section must include the following:

(a) A statement of the goals of the agreement. Goals must include, but are not limited to:

(i) The transfer of revenues and assets between the fire protection district and the code city;

(ii) A consideration and discussion of the impact to the level of service of annexation on the unincorporated area, and an agreement that the impact on the ability of fire protection and emergency medical services within the incorporated area must not be negatively impacted at least through the budget cycle in which the annexation occurs;

(iii) A discussion with fire protection districts regarding the division of assets and its impact to citizens inside and outside the newly annexed area;

(iv) Community involvement, including an agreed upon schedule of public meetings in the area or areas proposed for annexation;

(v) Revenue sharing, if any;

(vi) Debt distribution;

(vii) Capital facilities obligations of the code city, county, and fire protection districts;

(viii) An overall schedule or plan on the timing of any annexations covered under this agreement; and

(ix) A description of which of the annexing code cities' development regulations will apply and be enforced in the area.

(b) The subject areas and policies and procedures the parties agree to undertake in annexations. Subject areas may include, but are not limited to:

(i) Roads and traffic impact mitigation;

- (ii) Surface and storm water management;
- (iii) Coordination and timing of comprehensive plan and development regulation updates;
- (iv) Outstanding bonds and special or improvement district assessments;
- (v) Annexation procedures;
- (vi) Distribution of debt and revenue sharing for annexation proposals, code enforcement, and inspection services;
- (vii) Financial and administrative services; and
- (viii) Consultation with other service providers, including water-sewer districts, if applicable.

(c) A term of at least five years, which may be extended by mutual agreement of the code city, the county, and the fire protection district.

(3) If the fire protection district, annexing code city, and county reach an agreement on the enumerated goals, the annexation ordinance may proceed and is not subject to referendum. If only the annexing code city and county reach an agreement on the enumerated goals, the code city and county may proceed with annexation under the interlocal agreement, but the annexation ordinance provided for in this section is subject to referendum for forty-five days after its passage. Upon the filing of a timely and sufficient referendum petition with the legislative body of the code city, signed by qualified electors in a number not less than ten percent of the votes cast in the last general state election in the area to be annexed, the question of annexation must be submitted to the voters of the area in a general election if one is to be held within ninety days or at a special election called for that purpose according to RCW [29A.04.330](#). Notice of the election must be given as provided in RCW [35A.14.070](#), and the election must be conducted as provided in the general election laws under Title [29A](#) RCW. The annexation must be deemed approved by the voters unless a majority of the votes cast on the proposition are in opposition to the annexation.

After the expiration of the forty-fifth day from, but excluding, the date of passage of the annexation ordinance, if a timely and sufficient referendum petition has not been filed, the area annexed becomes a part of the code city upon the date fixed in the ordinance of annexation.

DRAFT DRAFT DRAFT

Exhibit C—Development Services Agreement Provisions

1. Pre-annexation Building Permit Applications Filed with King County.

1.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the Effective Date that involve property within the Annexation Area in accordance with this section:

1.2 For the purposes of this Exhibit C, building-related permits include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits clearing and grading permits, and Right-of-Way Permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City.

1.3 Except as provided in Section 1.9, if a vested permit has been reviewed and issued by the County prior to June 1, 2011, the County shall complete all reviews and inspections. The County shall confirm payment of required impact fees and notify the City that all impact fees have been paid.

1.4 If a vested permit has been partially reviewed through the close of business on May 31, 2011 but the permit has not been issued, the County shall complete the review then shall transfer the permit to the City for issuance and post-issuance administration and inspection. If any fees, including impact fees, are to be collected upon permit issuance, the City would be entitled to assess and collect those fees.

1.5 The County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications; conducting inspections; issuing correction notices, certificates of occupancy, permit extensions and completion of extensions; and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 2.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

1.6 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. County permits that implement conditions of a Commercial Site Development permit include those related to site, drainage, and infrastructure issues, but not building permits. After May 31, 2011, the City of Kirkland shall receive and process building permit applications and ancillary permit applications, such as fire and mechanical permits, that are necessary for completion of an approved project permit.

1.7 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

1.8 For those building related permits issued by King County prior to June 1, 2011, the County shall review and render decisions on requests for changes or revisions to approved construction documents up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. If after May 31, 2011 a request for a change or revision to an approved construction document is deemed by the County to be significant (e.g. the original house plan is substituted by a substantially different house plan), then a new application to the City shall be required. The County shall consult with the City to help determine what is deemed a "significant" change or revision. Following issuance of the certificate of occupancy or final construction approval, requests for revisions to the approved set of plans shall be referred to the City to process as new permit applications.

1.9 If a permit has been issued by the County and the applicant has not submitted a request for inspection to the County by May 31, 2011, the County shall inform the City and the City shall have the opportunity to assume responsibility for remaining inspections for and administration of that permit. If the City elects to assume such responsibility, the permit, along with unexpended permit fees associated with the permit, shall be transferred to the City. The permit will be administered subject to all terms and conditions established by the County, unless revisions are subsequently requested by the applicant and approved by the City.

1.10 The County shall review and make recommendations to the City's Public Works Director or his designee on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

2. Pre-annexation Land Use Permit Applications Filed with King County.

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the Effective Date that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the City.

2.2 For those vested land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's Planning Director or his designee based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's Planning Director or designee and will be processed pursuant to the City's applicable land use review and appeal procedures.

2.3 Notwithstanding any other provision of this Exhibit C, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

2.4 For those vested land use applications that require quasi-judicial or legislative approval, e.g., preliminary subdivisions or conditional uses, or which involve appeals of administrative decisions, the County shall continue to review the application as follows:

A. If the public hearing on the application was held prior to June 1, 2011, the County shall complete the review up to and including the point of final decision, provided that decisions requiring approval by a legislative body shall be forwarded to the City for City Council action.

B. If the public hearing on the application was not held prior to June 1, 2011, the public hearing shall be scheduled before the City's Hearing Examiner and the City's Hearing Examiner will make the final decision, provided that decisions requiring approval by a legislative body shall be decided by the City Council. Such applications will be processed pursuant to the City's applicable land use review and appeal procedures.

2.5 For those vested subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue and complete post-preliminary review up to and including the point of making a decision on the specific application(s) submitted for review prior to June 1, 2011. All subsequent post-preliminary approval applications shall be submitted to and decided by the City. For purposes of this section, post-preliminary review includes: engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

2.6 The County shall review and make recommendations to the City's Public Works Director on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Exhibit C. All final decisions on such variance applications shall be rendered by the City.

2.7 The County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City. As-built drawings of the final approved construction shall be forwarded to the City.

3. List of Projects, Notice of Meetings, and Permit Data.

3.1 Beginning upon the effective date of this Exhibit C, monthly thereafter, and on June 1, 2011, the County will prepare and send to the City a list of all vested building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall include the status of the projects as it is shown in the County Permit system. This information shall be provided until all permits on the list have been finalized, expired or otherwise completed.

3.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Exhibit C. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

3.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Exhibit C upon completion of permit review, termination of Exhibit C under Section 11, or expiration of Exhibit C, whichever comes first.

3.4. The County shall provide to the City digital files of historic and open permit data for the Annexation Area that is in the County's permit database. The County's obligation shall be to provide the data in the format used by the County. It shall be the City's obligation to convert the data in such a way as to meet the City's needs. The County shall provide a subsequent and final download, showing all data through May 31, 2011, by June 1, 2011.

3.5 No later than June 15, 2011, the County shall provide to the City a list of all traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the Effective Date.

4. SEPA Compliance.

4.1. In order to satisfy the procedural requirements of SEPA, beginning on June 1, 2011, the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Exhibit C. The City has designated and identified the City's Planning Director as the SEPA Responsible Official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City.

4.2. Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the Annexation Area shall be heard and decided by the City pursuant to City Code procedures.

4.3. For those permit applications requiring a SEPA determination and for which a SEPA determination has not been issued prior to June 1, 2011, the County will not take final action upon the application until the City's SEPA Responsible Official has acted. The County agrees to provide technical and administrative SEPA assistance to the City's SEPA Responsible Official on that project. Such assistance may include, but is not limited to:

- Review of an applicant's environmental checklist and collection of relevant comments and facts;
- Preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation measures;
- Publication and notice by the County on behalf of the City's SEPA Responsible Official;
- Preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's SEPA Responsible Official;
- Attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- Preparation of any required draft, final, addendum or supplemental EIS for approval of the City's SEPA Responsible Official; and
- Coordination of adopted or required SEPA measures of mitigation with project review staff.

4.4. Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

5. Administrative and Ministerial Processing. County review specified in this Exhibit C is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

6. Code Enforcement.

6.1. Beginning on the Effective Date , and then monthly thereafter, the County shall provide the City with a list and brief explanation of all Annexation Area code enforcement cases (including those pertaining to surface water codes) under review by the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any Annexation Area enforcement files requested by the City.

6.2 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

6.3 The County is authorized on behalf of the city to enforce conditions of approval for those permits that the County processes pursuant to this Agreement.

7. Financial Guarantees.

7.1 Any financial performance guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be posted with the City, which shall have sole authority and discretion over its release and/or enforcement.

7.2 Any financial performance guarantee that has been posted prior to June 1, 2011, in order to guarantee compliance with conditions that are being reviewed or inspected by the County pursuant to this Exhibit C shall be retained by or posted with the County. The County is authorized to release such financial guarantees where it determines that conditions for release have been satisfied provided that all required maintenance/defect financial guarantees have been posted with the City. In making such decisions whether to release a financial guarantee instrument, the County may at any time seek direction from the City.

7.3 Except for those projects on which the County has prior to the Effective Date assessed required financial performance guarantees, the City shall have sole discretion and responsibility on the assessment of financial performance guarantees required of an applicant to secure compliance with permit or development-related requirements. The City shall have sole discretion and responsibility on the release and enforcement of such financial performance guarantees required of the applicant to secure compliance with permit or development-related requirements.

7.4 The County will not release any financial performance guarantees until the permittee has secured the required maintenance/defect financial guarantees or equivalent for the benefit of the City. The County will not release any maintenance/defect financial guarantees until the City has reviewed the

development-related improvements with the County inspector and agrees that the financial guarantees should be released.

7.5 Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

8. Processing Priority. Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Fees and Reimbursement.

9.1 Fees. The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

9.2 In order to cover the costs of providing services pursuant to the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 9.1 above, or as may be modified at some future date by the County and the City.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this Section for review services performed on an individual permit application where the County has already been compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received. The City shall retain the right to pre-authorize the County services contemplated by this Section 9.3, including the estimated cost of such services. Such pre-authorization by the City must be in writing. If the City does not provide pre-authorization, then the County shall neither provide nor invoice such services.

9.4 For permit applications initiated with the County and later forwarded to the City for completion, the County shall submit to the City a portion of any fees, including impact fees, collected by the County to cover the work that becomes the responsibility of the City. The fees shall be submitted concurrently with the forwarding of the applications. The amount of fees to be transferred shall be determined on a case by case basis.

9.5 No later than, August 1, 2011, the County shall pay to the City an amount equal to the total traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the Effective Date.

10. Duration. This Exhibit C shall continue until December 31, 2015, unless otherwise terminated in accordance with Section 11 or extended in accordance with Section 12 of this Agreement.

11. Termination. Either party may terminate this Exhibit C for good cause shown upon providing at least thirty (30) days written notice to the other party. Upon expiration or termination of this Exhibit C, the County shall cease further processing and related review of applications it is processing under this Exhibit C. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. Extension. The City and County may agree to extend the duration of this Exhibit C through December 31, 2019 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, this Exhibit C shall expire.

13. Application Process. The City will prepare a document describing the handling of applications based upon this Exhibit C. Both the City and the County will have that document available for applicants.

14. Indemnification, Hold Harmless and Defense.

14.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Exhibit C. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principle or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Exhibit C. In the event that any suit based upon such a claim, action, loss, or damage is brought against the county, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

14.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section

shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

14.4 The County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

15. Personnel. Control of County personnel assigned by the County to process applications under this Exhibit C shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. Administration. This Exhibit C shall be administered by the County Director of the Department of Development and Environmental Services or his/her designee, and by the City's Planning Director or his/her designee.

18. Legal Representation. The services to be provided by the County pursuant to this Exhibit C do not include legal services, which shall be provided by the City at its own expense.

19. Notice of Annexation Area Processing. In the event that the City intends for the County to conduct permit review in any future City Annexation Area pursuant to this Exhibit C, the City shall exercise its best efforts to provide the County with written notice of its intent no less than sixty days prior to the date County processing of such Annexation Area applications would occur.



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

MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: February 9, 2011

Subject: EARTH HOUR PROCLAMATION

RECOMMENDATION

Council authorizes the Mayor to sign the Earth Hour Proclamation.

BACKGROUND AND DISCUSSION

On Earth Hour hundreds of millions of people, organizations, corporations and governments worldwide will come together to celebrate a worldwide commitment to ongoing change for the betterment of the one thing that unites us all – the planet. They will make a statement about their concern for climate change by doing something quite simple—turning off their lights for one hour. Earth Hour symbolizes that by working together, each of us can have a positive impact in the fight against climate change, protecting our future and that of future generations. Locally, Earth Hour will occur on March 26th at 8:30pm. Sustainable Kirkland (Tania Scutt) is working to increase public awareness of the event and will be present at the March 1st City Council meeting to deliver the Green Tip and receive the proclamation.

Please direct any questions to Donna Burris at x3931 or Van Sheth at x3907.



A PROCLAMATION OF THE CITY OF KIRKLAND

Proclaiming "Earth Hour" on March 26, 2011 from 8:30-9:30 p.m. in Kirkland, Washington

WHEREAS, this hour has been designated worldwide by World Wildlife Fund as "Earth Hour" in which millions of people around the world will come together to call for action on climate change by turning off their lights for one hour; and

WHEREAS, Earth Hour is a reminder that communities, including the City of Kirkland, can make a positive impact to alleviate climate change; and

WHEREAS, Kirkland is joining cities and states across the country to raise awareness and demonstrate our nation's commitment to fighting climate change by supporting "Earth Hour;" and

WHEREAS, local government actions taken to reduce greenhouse gas emissions and increase energy efficiency provide multiple local benefits by decreasing air pollution, creating jobs, reducing energy expenditures, and saving money for the local government, its businesses, and its residents; and

WHEREAS, in 2007, the Kirkland City Council adopted Greenhouse Gas Reduction Targets and a long term action plan was developed that will lead to the targeted reductions in greenhouse gas emissions for municipal operations and the community through capital investment, operational changes, program development and public outreach; and

WHEREAS, in 2009, the Kirkland City Council adopted the City's Climate Protection Action Plan committing to the long-range goal of stabilizing atmospheric concentrations of greenhouse gases; and

WHEREAS, Kirkland will continue to work toward solutions to the escalating climate crisis and protect its future and that of future generations;

NOW, THEREFORE, I, Joan McBride, the Mayor of Kirkland, do hereby proclaim March 26, 2011 from 8:30 – 9:30 p.m. as "Earth Hour" in Kirkland, Washington and call upon all residents and business to turn off their lights for one hour and join the City in pledging their support to climate protection.

Signed this 1st day of March, 2011

Joan McBride, Mayor



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Tracey Dunlap, Director of Finance and Administration
Date: February 17, 2011
Subject: **Certificate of Achievement for Excellence in Financial Reporting**

RECOMMENDATION:

That the Mayor present the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Award to the City of Kirkland Accounting Staff led by the Accounting Manager Teresa Levine at the March 1, 2011 Council Meeting.

BACKGROUND:

The Certificate of Achievement is GFOA's "highest form of recognition in the area of governmental accounting and financial reporting."

The award is for the Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2009. Attachment A, which is the press release from the GFOA, contains a brief description of the award, which the City has received since 2004.



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

12/02/2010

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Kirkland** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Department of Finance and Administration, City of Kirkland

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
February 15, 2011

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

Members Present: Councilmember Dave Asher, Councilmember Jessica Greenway,
Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember
Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.

Members Absent: None.

3. STUDY SESSION

a. Comprehensive Emergency Management Plan

Joining Councilmembers for this discussion in addition to City Manager Kurt Triplett were Deputy Fire Chief Helen Ahrens-Byington and Emergency Preparedness Coordinator Stephanie Day.

4. EXECUTIVE SESSION

None.

5. HONORS AND PROCLAMATIONS

a. Washington Native Plant Society 2010 Outstanding Professional Award - Sharon Rodman

Kim Traverse, Chair of the Central Puget Sound Chapter of the Washington Native Plant Society, made the presentation.

b. Kirkland Founders Week Proclamation

Mark Amick and other Kirkland Heritage Society members accepted the proclamation.

c. Twenty year Service Award - City Clerk Kathi Anderson

Council acknowledged Ms. Anderson's contributions to the City and thanked her for her service.

6. COMMUNICATIONS

a. Announcements

Mayor McBride noted the ribbon cutting for the new Kirkland Transit Center would be held on February 25, 2011 at 11 a.m.

b. Items from the Audience

Nona Ganz
John Worthington
Chip Kimball

c. Petitions

7. SPECIAL PRESENTATIONS

8. CONSENT CALENDAR

a. Approval of Minutes: February 1, 2011

b. Audit of Accounts:

Payroll \$ 1,852,162.47
Bills \$ 1,405,747.23
run # 983 checks # 523312 - 523463
run # 984 checks # 523493 - 523639

c. General Correspondence

d. Claims

(1) Taylor Rowland

e. Award of Bids

(1) The contract for the NE 85th Street and 114th Avenue NE Intersection Improvements Project, was awarded in the amount of \$560,012.03 to Road Construction Northwest, Inc., Renton, Washington

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

h. Other Items of Business

(1) Resolution R-4865, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE UPDATED 2010 CITY OF KIRKLAND COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)."

(2) Resolution R-4866, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY

MANAGER TO EXECUTE AN ACCESS EASEMENT OVER CITY PROPERTY."

(3) NE 85th Street Emergency Watermain Repair

(4) Acknowledging Parking Advisory Board Resignation

Ms. Jennifer Lindsay's resignation was acknowledged.

(5) Civil Service Commission Appointment

Mr. Mark Nelson's appointment was confirmed.

Motion to Approve the Consent Calendar.

Moved by Councilmember Dave Asher, seconded by Councilmember Jessica Greenway

Vote: Motion carried 7-0

Yes: Councilmember Bob Sternoff, Councilmember Doreen Marchione, Deputy Mayor Penny Sweet, Councilmember Dave Asher, Councilmember Jessica Greenway, Councilmember Amy Walen, and Mayor Joan McBride.

9. PUBLIC HEARINGS

a. Lake Washington School District School Impact Fees (continued):

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

Mayor McBride opened the hearing and testimony was provided by John Hoffman, Chip Kimball, Johanna Palmer, Eric Campbell and Bill Vadino. No further testimony was offered and the Mayor closed the hearing.

Motion to Approve Alternate Ordinance No. 4285 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND AUTHORIZING THE COLLECTION OF IMPACT FEES FOR SCHOOLS AND ADDING CHAPTER 27.08 TO THE KIRKLAND MUNICIPAL CODE."

Moved by Councilmember Dave Asher, seconded by Councilmember Jessica Greenway

Vote: Motion carried 7-0

Yes: Councilmember Dave Asher, Councilmember Jessica Greenway, Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.

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

Motion to Approve Resolution R-4861, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND LAKE WASHINGTON SCHOOL DISTRICT NO. 414 FOR THE COLLECTION, DISTRIBUTION AND EXPENDITURE OF SCHOOL IMPACT FEES."

Moved by Councilmember Dave Asher, seconded by Councilmember Doreen Marchione

Vote: Motion carried 7-0

Yes: Councilmember Dave Asher, Councilmember Jessica Greenway, Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.

10. UNFINISHED BUSINESS

a. 2011 Legislative Update 2

Intergovernmental Relations Manager Lorrie McKay reviewed the current status of legislation.

11. NEW BUSINESS

a. Resolution R-4867, Determining the Anticipated Shortfall in Revenues for Providing Municipal Services to the Annexation Area and Authorizing the City Manager to Certify the Amount to the Department of Revenue as Required by RCW 82.14.415

Motion to Approve Resolution R-4867, entitled "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 AND AUTHORIZING THE CITY MANAGER TO CERTIFY THE AMOUNT TO THE DEPARTMENT OF REVENUE AS REQUIRED BY RCW 82.14.415."

Moved by Councilmember Doreen Marchione, seconded by Councilmember Jessica Greenway

Vote: Motion carried 7-0

Yes: Councilmember Dave Asher, Councilmember Jessica Greenway, Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.

12. REPORTS

a. City Council

(1) Regional Issues

Councilmembers shared information on legislative testimony; legislative

hearings; Suburban Cities Association request for committee nominations (Council approved Mr. Asher's offer to apply for a seat on the King County Emergency Medical Services Advisory Taskforce); King County District Superior Court open house; King Conservation District election/electronic voting; NorKirk Neighborhood Association meeting; and the recent popular, well attended and warmly received Kirkland "Bully Slam." Also noted was Ms. Greenway's re-election as Chair on the Metropolitan Solid Waste Management Advisory Committee.

b. City Manager

(1) Calendar Update

(2) Kirkland Online Electronic Plans Review Demonstration

Building Services Manager Tom Phillips and Plans Examiner Tom Radford described and demonstrated the components and advantages of the services. Also noted was a cost savings on purchasing the necessary monitors through Costco.

13. ITEMS FROM THE AUDIENCE

None.

14. ADJOURNMENT

The Kirkland City Council regular meeting of February 15, 2011 was adjourned at 9:00 p.m.

City Clerk

Mayor



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Kathi Anderson, City Clerk
Date: February 17, 2011
Subject: CLAIM(S) FOR DAMAGES

RECOMMENDATION

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

POLICY IMPLICATIONS

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

BACKGROUND DISCUSSION

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

- (1) Melissa Abrams
303 West 10th Street
Port Angeles, WA 98034

Amount: \$1,000,000.00

Nature of Claim: Claimant states injury occurred during the conduct of a vehicle search.

- (2) Roma Pelletier
4316 Lk. Sammamish Pkwy. S.E. , #103
Issaquah, WA 48027

Amount: \$5,104.09

Nature of Claim: Claimant states damage occurred as a result of a tree falling on vehicle.



CITY OF KIRKLAND

Public Works Department

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Tami White, Parking Coordinator
Ray Steiger, P.E., Interim Public Works Director

Date: February 17, 2011

Subject: Parking agreement modification at the Park & Main lot

RECOMMENDATION:

It is recommended that the City Council approve allowing a portion of the parking stalls at the Park and Main lot to be leased on a monthly basis.

BACKGROUND:

On December 16, 2009 the City entered into an agreement to lease the former Antique Mall site (Park and Main lot) in order to add public parking supply to the downtown; the lot provides an additional 89 stalls. The agreement is included as Attachment 1.

Recently, Microsoft, located at 434 Kirkland Way, and Cobalt Mortgage, located at 11255 Kirkland Way, each requested to lease 30 – 50 monthly parking spaces at the Park and Main lot in order to provide additional parking for their employees. The agreement between the property owner of the Park and Main lot and the City allows for such leasing, but it must be agreed to by both the owner and the City. The owner has agreed to lease a maximum of 30 stalls between the parties leaving 59 as public stalls. Depending on demand, the owner may wish to allow more stalls to be leased in the future.

The Parking Advisory Board has reviewed the proposal and concurs with leasing monthly stalls at the Park and Main lot. Staff is now seeking the Council's agreement on behalf of the City to allow the leasing of monthly stalls. An area of the lot will be designated as "Permit Only" parking. Permit parking will be allowed from 7:00 AM to 5:00 PM except weekends and holidays. Because the daytime occupancy at the lot is relatively low, the availability of public parking will not be adversely affected. The permit stalls will be available in the evening and on weekends when public demand for parking is higher.

PARKING AGREEMENT

This PARKING AGREEMENT (this "Agreement"), is made and entered into on this 16th day of December, 2009, between Adrienne Alexandra LLC., a Washington limited liability company (herein referred to as "Owner") and the City of Kirkland, a municipal corporation of the State of Washington (herein referred to as "City").

WITNESSETH

WHEREAS, City is interested in securing additional off-street parking for business, activities and employees in downtown Kirkland; and

WHEREAS, Owner is interested in making portions of her property located at the Antique Mall site at 113 3rd Street in Kirkland, Washington (the "Property") available for such purposes; and

WHEREAS, Owner and City desire to enter into a parking agreement to provide City the use of up to 99 parking stalls at Owner's Property;

NOW THEREFORE, the parties agree as follows:

1. Description.

Owner hereby agrees for the term of this Agreement and subject to the conditions and provisions hereinafter set forth, to allow City the use of up to 99 parking stalls and the drive thru areas, (herein called the "Parking Lot") as shown on Exhibit A. City accepts the Parking Lot in its "AS IS" condition as of the date of this Agreement, and Owner shall have no obligations to make any improvements or changes thereto, or the balance of the Property. City acknowledges this Agreement is a license to use only a portion of the Property, and that Owner shall retain the use of the building constructed thereon (the "Building") which is not the subject of this Agreement. City shall not create a nuisance, or in any way utilize the Parking Lot in such a way as to interfere with Owner's use of the Building or any parking stalls utilized by Owner after exercise of Owner's termination rights pursuant to Section 2 below. Any such interference shall be a breach under this Agreement. This Agreement does not constitute a lease or an easement for the benefit of City.

2. Term.

The term of this Agreement shall commence on January 1, 2010, and shall expire December 31, 2013. Owner shall use commercially reasonable efforts to remove the fencing from the Parking Lot as soon as is reasonably possible after the commencement date. Either party may terminate all or a portion of this Agreement at any time by giving sixty (60) days written notice to the other party.

3. Use and Management of the Parking Lot.

City shall use, manage and operate the Parking Lot for vehicular parking and for no other purpose and the City's use will be 24 hours a day, 7 days a week. Subject to Force Majeure, as defined below, the City will, at its expense, clean and prepare the Parking Lot for striping, stripe all of the 99 Stalls located in the Parking Lot, install the pay stations, install the signage required in Section 6 below, and will make the Parking Lot operational for use by the public on or before March 1, 2010. Owner shall be responsible for any restriping necessitated by Owner's exercise of the termination provision in Section 2 above. "Force Majeure", as used herein, shall mean war, inclement weather, natural catastrophe, contractor availability, civil disturbance, or any similar cause beyond the reasonable control of City.

Initially 93 of the 99 Stalls shall be charged on a daily/hourly basis (the "Daily Stalls") with payment made through two (2) pay stations located within the Parking Lot at mutually agreeable locations. The parties acknowledge that 6 of the parking stalls will not have any revenue as the City does not charge for the use of five (5) handicapped stalls or the one (1) motorcycle stall.

Upon mutual agreement by both parties, a portion of the Daily Stalls may be designated as monthly parking stalls (the "Monthly Stalls"). Monthly Stalls will be licensed to monthly parkers on an unassigned basis, City will designate an area within the Parking Lot for monthly parking, and City will issue monthly parking permits.

City, at its expense, will maintain normal and regular trash, debris, snow, ice and leaf removal from the Parking Lot. City shall ensure that their use of the 99 Stalls will not block any driveway, access point or drive lane located adjacent to the 99 Stalls, without approval of Owner. While using the 99 Stalls, City shall comply with all applicable federal, state and local laws, ordinances and regulations governing such use.

4. Rate.

City shall pay to Owner a monthly Daily Stall Fee (the "Daily Stall Fee"). The Daily Stall Fee shall be equal to the amount of monthly revenues resulting from use of the Daily Stalls, less any sums paid by City to third parties for the ability to accept credit cards in parking pay stations and any applicable existing taxes (the "Daily Stall Net Revenue"), up to an amount equal to \$100.00 multiplied by 93 Stalls (or the total number of Daily Stalls available to the City, should Owner exercise its termination rights pursuant to Section 2 above) (the "Maximum Daily Stall Fee"). Notwithstanding the foregoing, while no monthly Daily Stall Fee shall exceed the Maximum Daily Stall Fee, to the extent a Maximum Daily Stall Fee is not paid in any given month, the unpaid portion of that Maximum Daily Stall Fee shall be added to the amount available for payment in the next succeeding month's Maximum Daily Stall Fee, with such additional amount available for payment in each subsequent month until fully paid. [For example, if the Parking Lot is operational on March 1, 2010, the Maximum Daily Stall Fee for March,

2010 will be \$9,300. Should Daily Stall Net Revenues in March, 2010 equal \$8,300; the Maximum Daily Stall Fee for April, 2010 shall be \$10,300. Should Daily Stall Net Revenues in April, 2010 equal \$8,300; the Maximum Daily Stall Fee for May 2010 shall be \$11,300.] The City shall retain the amount, if any, by which the Daily Stall Net Revenue exceeds the Maximum Daily Stall Fee.

City shall pay to Owner a monthly Monthly Stall Fee (the "Monthly Stall Fee"). The Monthly Stall Fee shall be equal to the amount of monthly revenues resulting from use of the Monthly Stalls, less any applicable existing taxes (the "Monthly Stall Net Revenue"), up to an amount equal to \$100.00 multiplied by the number of Monthly Stalls (the "Maximum Monthly Stall Fee"). In no event shall the City charge less than \$110 per month for any Monthly Stall. Notwithstanding the foregoing, while no Monthly Stall Fee shall exceed the Maximum Monthly Stall Fee, to the extent a Maximum Monthly Stall Fee is not paid in any given month, the unpaid portion of that Maximum Monthly Stall Fee shall be added to the amount available for payment in the next succeeding month's Maximum Monthly Stall Fee, with such additional amount available for payment in each subsequent month until fully disbursed. [For example, should the City and Owner designate 10 Monthly Stalls; the Maximum Monthly Stall Fee shall be \$1,000. Should Monthly Stall Net Revenues in March, 2011 equal \$900; the Maximum Monthly Stall Fee for April, 2011 shall be \$1,100. Should Monthly Stall Net Revenues in April, 2011 equal \$900; the Maximum Monthly Stall Fee for May 2011 shall be \$1,200. In this example, the Daily Stalls would then be reduced to 83 Stalls in calculating the Daily Stalls Maximum Fee in those months.] City shall retain the amount, if any, by which the Monthly Stall Net Revenue exceeds the Maximum Monthly Stall Fee.

5. Payments.

For Daily Stalls, City agrees to pay Owner, without invoice, at 2053 Minor Ave. E., Seattle, WA 98102, or such other person or entity as directed in writing by Owner, the Daily Stall Fee payable on or before the thirtieth day following the month for which payment is due. All past due Daily Stall Fee payments shall be assessed a \$100 late payment charge and the late payment charge and outstanding Daily Stall Fees shall accrue interest at 12% per annum. Failure to pay the Daily Stall Fee by the 35th day following the month for which payment is due shall be a breach under this Agreement.

For Monthly Stalls, City agrees to pay Owner, as above, except that the Monthly Stall Fee shall be payable on or before the fifteenth day following the month for which payment is due. Failure to pay the Monthly Stall Fee by the 20th day following the month for which payment is due shall be a breach under this Agreement.

6. Signage.

City, at its expense, shall install and maintain public parking signage at location(s) to be mutually agreed by both parties. Owner shall be responsible for any relocation of signage necessitated by Owner's exercise of the termination provision in Section 2.

7. Assignment. It is agreed that this Agreement is personal to the City, and that City may not assign its rights under this Agreement to any other party without the prior written consent of Owner, which consent may be withheld in Owner's sole discretion.

8. Enforcement.

City reserves the right to determine and enforce applicable parking restrictions and to have any vehicle towed from the 99 Stalls that does not comply with parking restrictions, handicap permit, or display the monthly parking permit, if applicable.

9. Hold Harmless Agreement.

Owner shall not be liable to City for injury to any person, or for the loss of or damage to any property (including, but not limited to, the property of City) occurring in or about the 99 Stalls (or however many parking stalls the City is then using in the Parking Lot), the Parking Lot, or the Property from any cause whatsoever, unless caused by the sole negligence of Owner. City hereby releases, and agrees to indemnify, defend and hold Owner and the Other Users harmless from, any and all loss, claims, injuries, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses (including attorneys' fees and costs) claimed, charged, incurred or arising from City's use of the 99 Stalls (or however many parking stalls the City is then using in the Parking Lot), the Parking Lot or the Property, unless caused by the sole negligence of Owner. City shall defend Owner and the Other Users from the same at City's expense by counsel reasonably satisfactory to both Owner and the Other Users. This Section shall survive any termination or expiration of this Agreement. City shall give prompt notice to Owner in the case of casualty or accidents on or about the 99 Stalls (or however many parking stalls the City is then using in the Parking Lot), the Parking Lot, or the Property.

10. Insurance.

City shall maintain liability coverage via City's membership in the Washington Cities Insurance Authority, a municipal insurance pool, for liabilities contractually assumed by City in this Agreement, and, arising out of the activities pertaining to this Agreement.

By requiring such liability coverage, Owner shall not be deemed to, or construed to, have assessed the risks that may be applicable to City in this Agreement. City shall assess its own risks and, if it deems appropriate and or/prudent, maintain greater limits or broader coverage than is herein specified.

Coverage shall be at least as broad as Commercial General Liability with a limit of not less than: \$2,000,000 combined single limit per occurrence, \$3,000,000 aggregate. The coverage agreement shall include, but not be limited to coverage for premises and operations, contractual liability (including specifically liability assumed herein), and

Employers Liability or "Stop-Gap" coverage.

To the extent of City's negligence as herein assumed, City's liability coverage shall be primary coverage as respects Owner, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by Owner, its officers, officials, employees, and agents shall not contribute with City's coverage or benefit City in any way.

Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until thirty (30) days prior written notice to the Owner.

City shall furnish Owner with Evidence of Coverage, evidencing general liability coverage, to be received and accepted by Owner prior to the commencement of activities associated with this Agreement.

11. Surrender.

Upon termination of this Agreement, City shall at its sole cost and expense remove any and all fencing; materials, equipment or other items stored or left on the 99 Stalls (or however many parking stalls the City is then using in the Parking Lot) and shall return said stalls to Owner in the same or better condition they were in on the commencement date of this Agreement. Further, City shall be responsible for repairing and or replacing, if necessary any damage to the 99 Stalls (or however many parking stalls the City is then using in the Parking Lot), the Parking Lot, or the Property.

12. Defaults.

Neither party shall be deemed to be in Default under this Agreement unless the other party provides it with a written notice of a specific breach thereof, and unless the failure to comply with any monetary obligation is not cured within ten (10) days after such notice or the failure to comply with any nonmonetary obligation is not cured within thirty (30) days after such notice.

13. Waiver of Breach.

No waiver of any breach of any covenant or condition herein contained shall operate as a waiver of any subsequent breach of the same or any other covenant or condition.

14. Notices.

All notices, demands, and requests to be given by either party to the other shall be in writing. All notices, demands and requests by City to Owner shall be sent by United States registered or certified mail, postage prepaid, addressed to Marilyn Dillard, 2053 Minor Avenue E, Seattle, WA 98102, or at such other place as Owner may from time to time designate by notice to City. All notices, demands, and requests by Owner shall be sent by United States registered or certified mail, postage prepaid address to

City at City of Kirkland, Parking Coordinator, City Hall, 123 Fifth Avenue, Kirkland, WA 98033-6189, or at such other place as City may from time to time designate by notice to Owner.

15. Interpretation and Venue.

Washington law shall govern the interpretation of this Agreement. King County shall be the venue of any mediation, arbitration, or lawsuit arising out of this Agreement.

16. Time of Performance. Time is of the essence in the performance of each obligation set forth in this Agreement.

17. Successors. The covenants and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original and but one and the same contract.

19. Severability.

If one or more clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

20. Legal Expenses.

If any litigation in connection with this Agreement (including an injunction, assertion of any counterclaim or cross-claim instituted by a party hereto or by others), the substantially prevailing party shall recover the costs and expenses, including reasonable attorneys' fees, which it incurred in connection with such proceeding, including those on any appeal therefrom.

21. Entire Agreement.

This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

CITY OF KIRKLAND

ADRIENNE ALEXANDRA LLC

By: _____


David Ramsay
City Manager

By: _____


Marilyn D. Dillard
Manager

APPROVED AS TO FORM:



Kirkland City Attorney

**CITY OF KIRKLAND****Department of Public Works**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Thang T. Nguyen, Transportation Engineer
David Godfrey, P.E., Transportation Engineering Manager
Ray Steiger, P.E., Interim Public Works Director

Date: February 17, 2011

Subject: Memorandum of Agreement for Transportation Management Plan (TMP) Services

RECOMMENDATION:

It is recommended that the City Council pass the attached Resolution authorizing the City Manager to execute a Memorandum of Agreement between the City of Kirkland and King County Metro for provision of Transportation Management Programs (TMP) services from January 2011 through December 2012. These services would be funded through the 2011 budget service package approved by Council.

BACKGROUND DISCUSSION:

Kirkland currently has 19 sites (see Table 1) that have entered into Transportation Management Plans with the City as a part of their SEPA mitigation at the time of development; such sites are known as TMP sites. These plans usually include making alternative commuting promotional materials available to employees and in some cases offering a subsidy to employees who do not commute in single occupant vehicles. Historically, Kirkland has contracted with King County Metro to provide monitoring and support services to TMP sites. The purpose of contracting with Metro is to encourage TMP sites to meet the requirements of their agreements. Metro is particularly well suited to working with TMP sites because of the range of resources they have developed to promote services such as Business Orca Pass, vanpool, carpool as well as transit. The agreement being proposed is very similar to the agreements that have been used for the past few years.

The estimated cost of monitoring the TMP sites for the two year period of 2011 and 2012 is \$19,071. The approved budget has \$10,000 in both 2011 and 2012.

Kirkland began requiring Transportation Management Plans in the early 1990's when the state's Commute Trip Reduction law was first implemented. TMPs are supplemental to the requirements of the CTR law and are a way of requiring smaller employers to participate in trip reduction activities and mitigate their transportation impacts.

The CTR law affects large employers –those with 100 or more employees reporting to a single site from 6:00 AM to 9:00 AM. In contrast, TMP’s are location specific usually covering a single building or buildings in a single development. TMP agreements are permanently attached to that property. A TMP covers the building’s tenants regardless of the employer’s size. For example there might be 2 or 3 small employers in a single TMP site. Under the CTR law the small employers would not be required to participate in activities that promote commute options, but with a TMP, they must follow the requirements of that TMP.

The City is not required to request a TMP, and the decision to do so is made on a case by case basis. They are typically required for office buildings greater than 30,000 sq ft, located in areas where transit is nearby, such as downtown Kirkland or Totem Lake. The particular requirements of a TMP can vary based on the site.

TMP agreements help reinforce the principles of the CTR law, support the goals of the Transportation Element of the Comprehensive Plan and help the City meet its goals for encouraging balanced transportation.

Table 1 TMP Sites

Building Name	Address
Carillon Point	4100 Carillon Point
Central Way Plaza	720 Fourth Avenue
Continental Plaza Building	550 Kirkland Way
Crown Pointe Corporate Center	10655 NE 4th St
Emerald Building	520 Kirkland Way
F & A Plaza	11400 98th Avenue NE
Forbes Lake Corporate Center	8815 122 Avenue NE
Gateway Plaza	520 Kirkland Way
Kirkland 118 Commerce Center	11730 118th Avenue NE
Kirkland 405 Corporate Center	11410 NE 122nd Way
Kirkland Way Building	11200 Kirkland Way
Lakeshore Clinic	12710 Totem Lake Blvd. NE
Lakeview Office Building	5555 Lakeview Dr #200
Marina Suites Office Building	5209 Lake Washington Blvd.
Northwest University	5520 - 108th Ave. NE
The Plaza at Yarrow Bay	10230 NE Points Drive, Suite 110
Totem Lake Plaza	11521 NE 128th Street
Touchstone Office Building	12131 113th Avenue NE
Yarrow Bay Plaza	10510 NE Northup Way

RESOLUTION R-4868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF KIRKLAND AND KING COUNTY FOR TRANSPORTATION MANAGEMENT PLANNING AND AUTHORIZING THE CITY MANAGER TO SIGN.

WHEREAS, the City of Kirkland desires to limit automobile-related air pollution and traffic congestion as well as develop and implement plans to reduce vehicle miles traveled per employee and single occupant vehicle commute trips; and

WHEREAS, the City has within its boundaries work sites that have agreed to implement Transportation Management Plans ("TMP"); and

WHEREAS, the King County Code 28.94.110 authorizes the execution and administration of agreements with state and local agencies for assistance in implementing the Commute Trip Reduction Act; and

WHEREAS, local jurisdiction commute trip reduction plans are required to be coordinated and consistent with plans of adjacent jurisdictions and applicable regional plans; and

WHEREAS, the City and King County desire to implement TMP in a manner which is consistent with King County and other cities within the county; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with King County for TMP implementation;

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

Section 1. The City Manager of the City of Kirkland is hereby authorized to execute on behalf of the City a Memorandum of Agreement substantially similar to that attached as Attachment 1.

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

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

MAYOR

Attest:

City Clerk

ATTACHMENT 1
MEMORANDUM OF AGREEMENT
between
King County, Department of Transportation, Metro Transit Division
and
The City of Kirkland

This Memorandum of Agreement is entered into between King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the City of Kirkland (the "City"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties," for the purpose of implementing specific tasks related to Transportation Management Plan (TMP) conditioned sites within the City.

NOW THEREFORE, in consideration of the terms, conditions, mutual promises and covenants set forth herein, the Parties agree as follows:

1. SCOPE OF WORK

The scope of work to be completed by King County and the City in accordance with this Agreement is described in "Exhibit A: Scope of Work", which by reference is made a part of this Agreement. Funds provided by the City to King County under this Agreement shall be used solely for activities undertaken to fulfill the provisions of the scope of work as provided in Exhibit A. Specific task assignments among contract-funded staff will be approved by the City.

2. DEFINITIONS

The following definition shall apply for purposes of this Agreement:

"**Administrative Representative**" means the primary administrative contact for issues related to this Agreement as designated in Section 9.2 of the Agreement.

3. DUTIES AND RESPONSIBILITIES

- 3.1 Provision of TMP Services.** The County will perform the transportation outreach services specified with particularity in the Scope of Work (the "Work") set forth as Exhibit A, which is attached hereto and incorporated herein by this reference.
- 3.2 Reimbursement of Costs.** In accordance with the payment and billing provisions set forth in Section 4 of this Agreement, the City will reimburse the County for undertaking the Work pursuant to this Agreement.

4. PAYMENT AND BILLING

4.1 Cost Estimate and Budget. A cost estimate and budget for work to be performed through December 31, 2012 is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

4.2 Invoices and Payment Process. The City shall make payments to the County for Work performed pursuant to this Agreement upon receipt of detailed billing invoices from the County. The City shall make payment to the County within thirty (30) days of receipt of a billing invoice from the County. The County shall submit invoices and a quarterly progress report to the City per the following schedule:

<u>Payment</u>	<u>Fixed Payment</u>	<u>Invoice Submitted No Earlier Than</u>
1 st payment	\$2,267.75	March 31, 2011
2 nd payment	\$2,267.75	June 30, 2011
3 rd payment	\$2,267.75	September 30, 2011
4 th payment	\$2,267.75	December 31, 2011
5 th payment	\$2,500.00	March 31, 2012
6 th payment	\$2,500.00	June 30, 2012
7 th payment	\$2,500.00	September 30, 2012
8 th payment	\$2,500.00	December 31, 2012
Total	\$19,071.00	

4.3 Reimbursement of Pre-Termination Costs Incurred. In the event of termination pursuant to the provisions of Section 7 (Termination) of this Agreement, the City shall reimburse the County for all costs payable under this Agreement that have been incurred up to and including the effective date of termination.

5. PROGRESS REVIEW

The County shall submit a quarterly report of progress and anticipated activities to jurisdiction representatives in a format prescribed by the City. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective January 1, 2011 and will remain in effect through December 31, 2012, unless earlier terminated pursuant to the terms of this Agreement.

7. TERMINATION

7.1 Termination for Default. Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of termination.

7.2 Termination for Convenience. Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination.

- 7.3 County Funding and Termination for Non-Appropriation.** Performance of any Work undertaken by the County pursuant to this Agreement in advance of receiving reimbursement by the City beyond the current appropriation year is conditioned upon the appropriation by the County Council of sufficient funds to support the performance of the Work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31st of each year.

8. CHANGES AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

9. NOTIFICATION AND IDENTIFICATION OF CONTACTS

- 9.1 Administrative Representatives.** Both Parties shall designate an administrative representative to act as the contact person for matters pertaining to this Agreement.

9.2 Contact Persons and Addresses.

For the County: David Lantry, Supervisor of CTR Services or Designee
 Yesler Building
 400 Yesler Way, Rm. 650
 Seattle, WA 98104
 (206) 684-1139

For the City: Mr. David Godfrey, Transportation Engineer
 City of Kirkland Public Works
 123 - 5th Avenue
 Kirkland, WA 98033
 (425) 587-3865

- 9.3 Notice.** Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the Parties' respective administrative representatives at the addresses identified in Subsection 9.2 of this Agreement.

10. DISPUTE RESOLUTION PROCESS

The Parties, through their designated representatives identified in Subsection 9.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible project managers of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

11. AUDITING OF RECORDS, DOCUMENTS AND REPORTS

The State Auditor and any of its representatives shall have full access to and the right to examine during normal business hours and as often as the state Auditor may deem necessary, all the records of the City and King County with respect to all matters covered in this Agreement. Each Party to the Agreement shall have similar access and rights with respect to the records of the other Party. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

12. INDEMNIFICATION AND HOLD HARMLESS

12.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party and all of its officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind, including injuries to persons or damages to property, which arise out of, are connected with, or are due to any negligent acts or omissions of the indemnifying Party, its contractors, and/or officials, employees, agents, or representatives in performing work under this Agreement; provided, however, that if (and only if) the provisions of RCW 4.24.115 apply and any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the City or its contractors, officials, employees, agents, or representatives, and the County or its contractors, officials, employees, agents, or representatives, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its contractors, officials, employees, agents, or representatives. Each Party specifically assumes potential liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as to the other Party only and only to the extent necessary to fulfill its obligations under this Agreement, any immunity under the Worker's Compensation Act, RCW Title 51; and the Parties recognize that this waiver was the subject of mutual negotiation and specifically entered into pursuant to the provisions of RCW 4.24.115, if applicable.

12.2 In the event any Party incurs attorney's fees, costs or other legal expenses to enforce provisions of this section against the other Party, all such fees, costs, and expenses shall be recoverable by the prevailing party.

13. LEGAL RELATIONS

13.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

13.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

13.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

13.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

13.6 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

13.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.

13.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

13.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.

13.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

13.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

13.12 Survival. The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

14. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the City to make payment to the County for the Work performed pursuant to this Agreement.

15. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement

16. EXECUTION OF AGREEMENT – COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day first above mentioned.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DIVISION

CITY OF KIRKLAND

By: _____
Kevin Desmond
General Manager
King County Metro Transit

By: _____
Kurt Triplett
City Manager
City of Kirkland

Date: _____

Date: _____

City of Kirkland – Exhibit A
Commute Trip Reduction Services Contract for TMP Sites
Scope of Work
Period: January 1, 2011, through December 31, 2012

<u>Scope of Work</u>	<u>Schedule</u>	<u>Cost</u>
1. Program Review for up to 21 TMP conditioned sites <ul style="list-style-type: none"> • Update TMP program report and provide electronic submission option • Develop and re-issue annual reporting timelines to all sites • Update TC contact matrix • Send letters of instruction /staff team member roster • Send TMP form templates to sites • Provide limited technical assistance or outreach visits to sites, as necessary • Monitor program report receipts • Review programs, contacting sites, as necessary • Initiate and mail approval letters • Notify City of approvals • Maintain master file records on all sites 	Spring 2011	\$8,736.00
2. Survey of up to 21 TMP conditioned sites <ul style="list-style-type: none"> • Notify site of survey • Coordinate survey timeline with building manager • Distribute surveys and reference guidelines to Kirkland TMP sites • Provide technical survey assistance to site • Collect and process survey data • Mail survey results to property managers • Compile results and send summary to City • Maintain master file records on all sites 	Spring 2012	\$9,156.00

3.	Training expenses	Spring 2012	\$250.00
	<ul style="list-style-type: none">• Provide one survey briefing for TMP managers & staff• Monitor attendance and report to City		
4.	Transportation Outreach to TMP sites in the GTEC Area	Jan. 1, 2012 to Dec. 31, 2012	\$929.00
	<ul style="list-style-type: none">• Communicate with BTCs about transportation issues, including Sound Transit, Metro Transit, Special events and items of interest (e.g.: construction and road closures, Air Quality alerts, WSRO bulletins)• Provide information on distribution requirement to TMPs		
Total Costs:			\$19,071.00



CITY OF KIRKLAND
City Manager's Office
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001
www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager
From: Ellen Miller-Wolfe, Economic Development Manager
Date: February 18, 2011
Subject: Cultural Council Fundraising and Budget Adjustment

RECOMMENDATION:

The Cultural Council seeks Council support to raise funds to implement its mission as defined in Resolution R-4755, "to promote strategic planning and development for arts, culture and heritage in the community." The Cultural Council plans a series of artisanal gourmet events at the homes of Kirkland citizens, the proceeds of which will go toward funding Cultural Council programs. The Cultural Council also seeks a budget adjustment to allow expenditure of \$8,000 in 4Culture funds and \$2,300 that remains from sale of charms, to be expended on its staffing and programs.

BACKGROUND DISCUSSION:

Resolution R-4755 states that "the Cultural Council may choose to do fundraising with the goal of garnering support for Cultural Council projects." It goes on to discuss the need for the Council to approve of the appropriation and expenditure of those funds, and indicates that the funds must be spent in accordance with laws, rules and policies applicable to City funds.

There is no longer City budget for Cultural Council staffing and activities. Council is asked to approve a budget adjustment of \$8,000 grant for 4Culture and \$2,300 that remains from earlier fundraising for the Centennial Celebration when the Cultural Council sold charms in order to staff Cultural Council programs and also fund these programs. The Council also is asked to approve an expenditure of approximately \$500 for costs associated with the artisanal gourmet events.

The Cultural Council anticipates that it will raise approximately \$3000 from the proceeds of ticket sales for seven dining events to be held at the homes of several Kirkland citizens. These citizens are donating food and beverages. All of the revenue from the sale of \$20.00 tickets will be donated to the Cultural Council. A small fee for a ticketing service and \$350 to be divided among the volunteers hosting the events to partially cover their expenses (for an estimated total of \$500) is budgeted for expenses. Volunteers from the Cultural Council have developed the events and will be on duty at each of the events. The City's Economic Development Manager together with representatives from the Finance Department and City Attorney's Office are working with the Cultural Council to make sure that the process for taking donations complies with City policy and also satisfies State and Federal (IRS) requirements.

FUTURE POLICY DISCUSSION:

It is recommended as part of forthcoming 2012-13 budget discussions, the City Council revisit the issue of Cultural Council funding. At that time, staff, with input from the Cultural Council, will return with multiple options, including the potential repositioning of the Cultural Council as a 501c3.



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Terri Corp, Permit Technician
Ray Steiger, P.E., Interim Public Works Director

Date: February 4, 2011

Subject: RESOLUTION TO RELINQUISH THE CITY'S INTEREST IN A PORTION OF UNOPENED RIGHT-OF-WAY

RECOMMENDATION:

It is recommended that the City Council adopt the enclosed Resolution relinquishing interest in a portion of unopened alley being identified as the westerly 8 feet of the unopened alley abutting the easterly boundary of the following described property; Lots 27, 28, and 29, Block 50, Blewett's First Addition to Kirkland, according to the Plat thereof, recorded in Volume 6 of Plats, Page 82, in King County, Washington; together with Lots 27 and 28, Block 50, Town of Kirkland according to the plat thereof recorded in Volume 6 of Plats, Page 53 in King County, Washington.

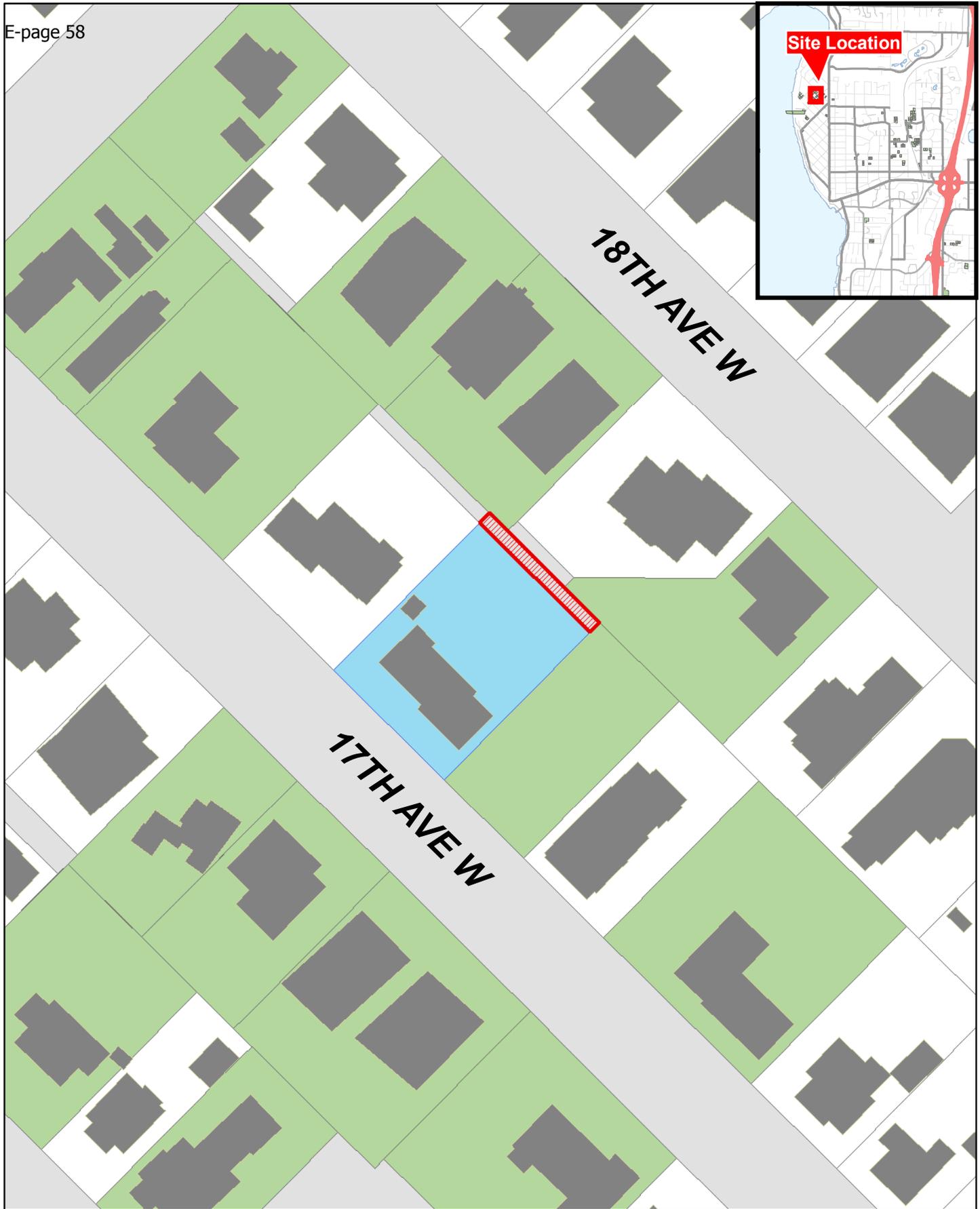
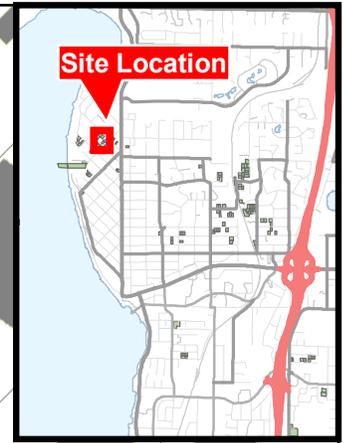
BACKGROUND DISCUSSION:

The unopened portion of the alley abutting the property of 724 17th Ave W was originally platted and dedicated in 1890 as Town of Kirkland and Blewett's First Addition. The Five Year Non-User Statute provides that any street or right-of-way platted, dedicated, or deeded prior to March 12, 1904, which was outside City jurisdiction when dedicated and which remains unopened or unimproved for five continuous years is then vacated. The subject right-of-way has not been opened or improved.

Shawn Martin and Amy Martin, the owners of the property abutting this right-of-way, submitted information to the City claiming the right-of-way was subject to the Five Year Non-User Statute (Vacation by Operation of Law), Laws of 1889, Chapter 19, Section 32. After reviewing this information, the City Attorney believes the approval of the enclosed Resolution is permissible.

Attachments: Vicinity Maps
Resolution

Copy: Rob Jammerman, Development Engineering Manager



Martin Non-User Vacation 724 17th Ave W

- Martin Residence
- Proposed Vacation
- Building Outline
- Granted Non-User Vacations
- Other Pending Vacation

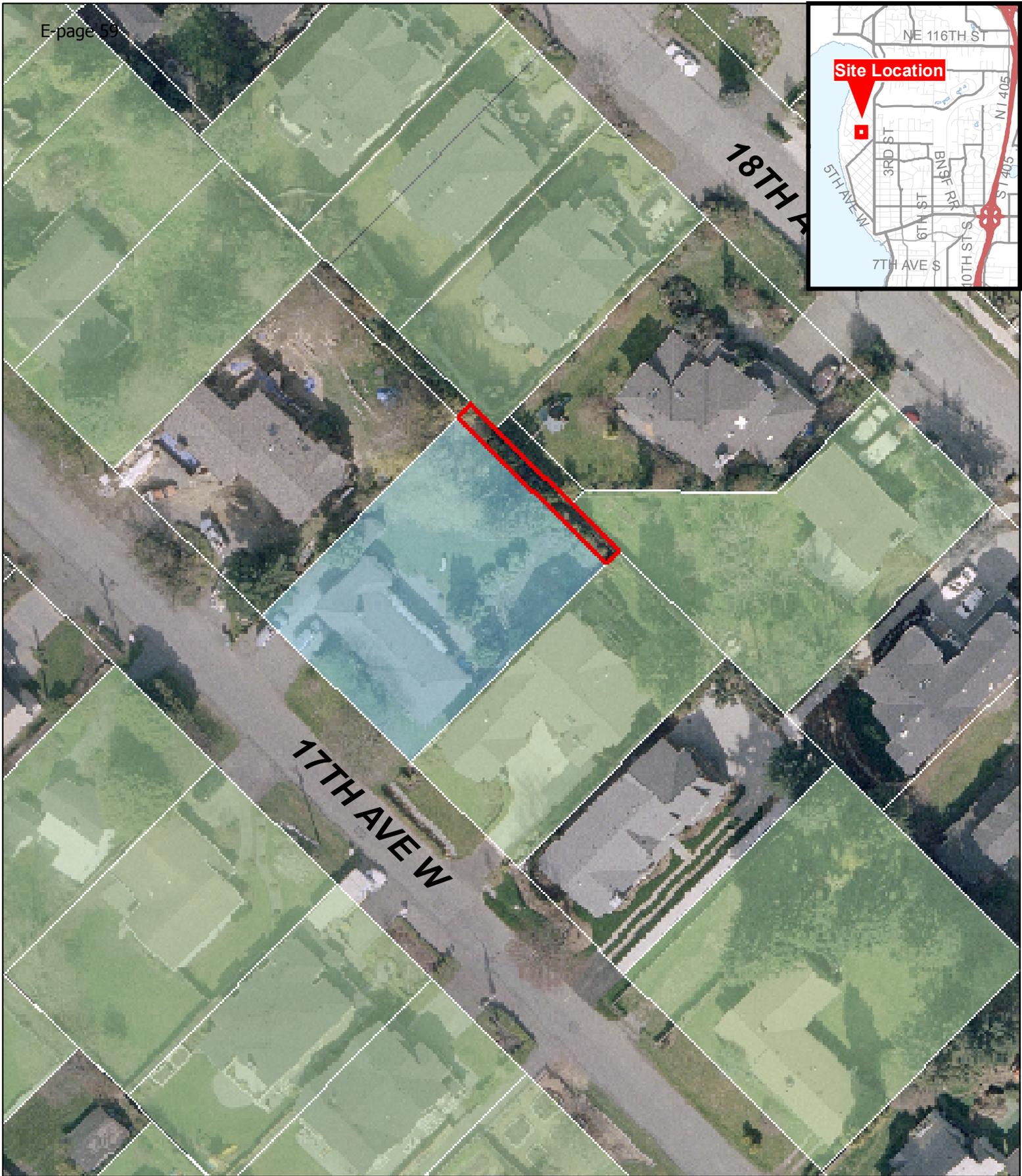
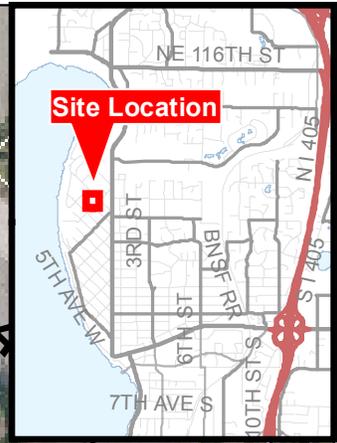


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Printed February 2011 - Public Works



Martin Non-User Vacation 724 17th Ave W

- Martin Residence
- Proposed Vacation
- Other Pending Vacation
- Granted Non-User Vacations



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RESOLUTION R-4869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNERS SHAWN AND AMY MARTIN .

WHEREAS, the City has received a request to recognize that any rights to the land originally dedicated in 1890 as right-of-way abutting a portion of the Town of Kirkland and Blewett's First Addition have been vacated by operation of law; and

WHEREAS, the Laws of 1889, Chapter 19, Section 32, provide that any county road which remains unopened for five years after authority is granted for opening the same is vacated by operation of law at that time; and

WHEREAS, the area which is the subject of this request was annexed to the City of Kirkland, with the relevant right-of-way having been unopened; and

WHEREAS, in this context it is in the public interest to resolve this matter by agreement,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. As requested by the property owners Shawn Martin and Amy Martin the City Council of the City of Kirkland hereby recognizes that the following described right-of-way has been vacated by operation of law and relinquishes all interest it may have, if any, in the portion of right-of-way described as follows:

A portion of unopened alley being identified as the westerly 8 feet of the unopened alley abutting the easterly boundary of the following described property:

Lots 27, 28, and 29, Block 50, Blewett's First Addition to Kirkland, according to the Plat thereof, recorded in Volume 6 of Plats, Page 82, in King County, Washington; together with Lots 27 and 28, Block 50, Town of Kirkland according to the plat thereof recorded in Volume 6 of Plats, Page 53 in King County, Washington.

Section 2. This Resolution does not affect any third party rights in the property, if any.

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

Signed in authentication thereof this ____ day of _____, 2011

MAYOR

Attest:

City Clerk



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Barry Scott, Purchasing Agent
Date: February 16, 2011
Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF MARCH 1, 2011

This report is provided to apprise the Council of recent and upcoming procurement activities where the cost is estimated or known to be in excess of \$50,000. The "Process" column on the table indicates the process being used to determine the award of the contract.

The City's major procurement activities initiated since the last report, dated January 21, 2011, are as follows:

	Project	Process	Estimate/Price	Status
1.	Annexation Area Census Services	RFP	\$200,000- \$225,000	RFP issued on 1/24 with proposals due on 2/22.

The City is pursuing a state law change that would exempt Kirkland from doing this annexation census. However the City is continuing the process to contract for the services given the tight timeframe and the uncertainty of the state legislative outcome. In addition the current draft of the law requires the City to count partial census blocks or large permitted developments, so some portion of the contract will be needed in any event.

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

**CITY OF KIRKLAND**

City Manager's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3001

www.ci.kirkland.wa.us**MEMORANDUM**

To: Kurt Triplett, City Manager

From: Kari Page, Neighborhood Outreach Coordinator

Date: February 15, 2011

Subject: Upcoming City Council Meetings in the Neighborhoods

RECOMMENDATION:

City Council approves the proposed schedule and finalizes the agenda for the City Council Meetings with the Totem Lake/Kingsgate, Central Houghton, Juanita and Finn Hill neighborhoods.

BACKGROUND:

As part of the City Council's continuing effort to remain in touch with the interests and needs of the community, the following schedule for the City Council Meetings in the Neighborhoods is being proposed:

Neighborhood	Annexation Area Neighborhoods	Date	Location	On Council Calendar
Totem Lake/ Kingsgate Neighborhoods	Yes	Wednesday, March 16 6:45 -8:45 p.m.	Kamiakin Junior High 14111 132 nd Avenue NE	Yes
Central Houghton Neighborhood	No	Wednesday, April 6 6:45 -8:45 p.m.	Houghton Fire Station 6602 108 th Avenue NE	Yes
Juanita Neighborhoods	Yes	Thursday, May 26 6:45 -8:45 p.m.	Holy Spirit Lutheran Church 10021 NE 124 th Street	Pending Council Approval
Finn Hill Neighborhood	Yes	Possible dates: Wednesday, October 12 Thursday, October 13 Thursday, October 27 6:45 -8:45 p.m.	Finn Hill Junior High, or Carl Sandberg Elementary	Pending Council Approval (August 2011)

Unless otherwise instructed by Council, staff will continue to structure the format of the meeting and invitations similar to the last City Council Meeting with the Norkirk Neighborhood.

The agenda for the meetings is as follows:

6:45-7:00 p.m.	Informal Casual Conversations
7:00-7:05 p.m.	Welcome and Introduction—Mayor Joan McBride
7:05-7:10 p.m.	Comments from the Neighborhood Association Chair
7:10-7:30 p.m.	Introductions from City Council members
7:30-8:45 p.m.	General Discussion and Questions from Audience
8:45 p.m.	Social Time

Attachment A outlines the timeline for receiving the questions and answers in advance of the meeting and a map of the areas. If you have any suggestions or changes to this schedule, please contact Kari Page at (425) 587-3011.

Totem Lake/Kingsgate Neighborhoods:

The Totem Lake/Kingsgate leaders provided the following list of topics they would like to discuss at the meeting. These questions will be added to the list of questions submitted and answers will be distributed at the meeting and posted online.

- What are projected Fire and EMS response times after station 34 closes?
- What additional services (or service levels) will citizens of Kirkland have that they didn't have in the County? How will life be different now?
- One primary motivation for annexation was to deal with law enforcement issues. King County was very resource constrained. We'd like to hear how the following issues will change and how quickly:
 - Speeding enforcement, particularly on NE 140th by Robert Frost Elementary
 - Parking enforcement, particularly junk and inoperable vehicles
 - Crime prevention, particularly residential burglaries and car prowls

Central Houghton Neighborhood Association:

The Central Houghton Neighborhood Chair provided the following list of topics they would like to discuss. These questions will be added to the list of questions submitted and answers will be distributed at the meeting and posted online.

- Update on the South Kirkland Park and Ride Transit Oriented Design
- Update on the Eastside Rail Corridor plans
- Information about the business overlay for the 68th St/108th Ave corridor
- What is the plan to reduce traffic?

Juanita Neighborhoods:

The Juanita Neighborhood Chair position is vacant and they have not met this year. Therefore, we do not have a list of topics from their board. The plan is to actively promote this meeting and welcome new participants from the annexation area to generate interest and possibly revive this neighborhood association.

Finn Hill Neighborhood:

The list of topics for the Finn Hill Neighborhood will be submitted to the City Council along with a final date and location in August of 2011.

If you have any questions, feel free to contact Kari Page, Neighborhood Outreach Coordinator at 425-587-3011 or kpage@ci.kirkland.wa.us.

Spring 2011 City Council Meetings in the Neighborhoods

Totem Lake/Kingsgate: Wednesday, March 16, 2011

Central Houghton: Wednesday, April 6, 2011

Juanita Neighborhoods: Thursday, May 26, 2011

	Milestone	2011 Totem Lake/Kingsgate
	Residents receive mailing and submit questions	February 16-March 2
	Council Meeting	March 1
	Directors answer questions from residents	March 3-9
	City Council receives Q & As	March 10
	City Council meeting with the Neighborhood	March 16
	Milestone	2011 Central Houghton
	Residents receive mailing and submit questions	March 10-23
	Council Meeting	March 1
	Directors answer questions from residents	March 24-30
	City Council receives Q & As	March 31
	City Council meeting with the Neighborhood	April 6
	Milestone	2011 Juanita
	Residents receive mailing and submit questions	April 25-May 8
	Council Meeting	March 1
	Directors answer questions from residents	May 9-19
	City Council receives Q & As	May 20
	City Council meeting with the Neighborhood	May 26

Totem Lake/Kingsgate Schedule

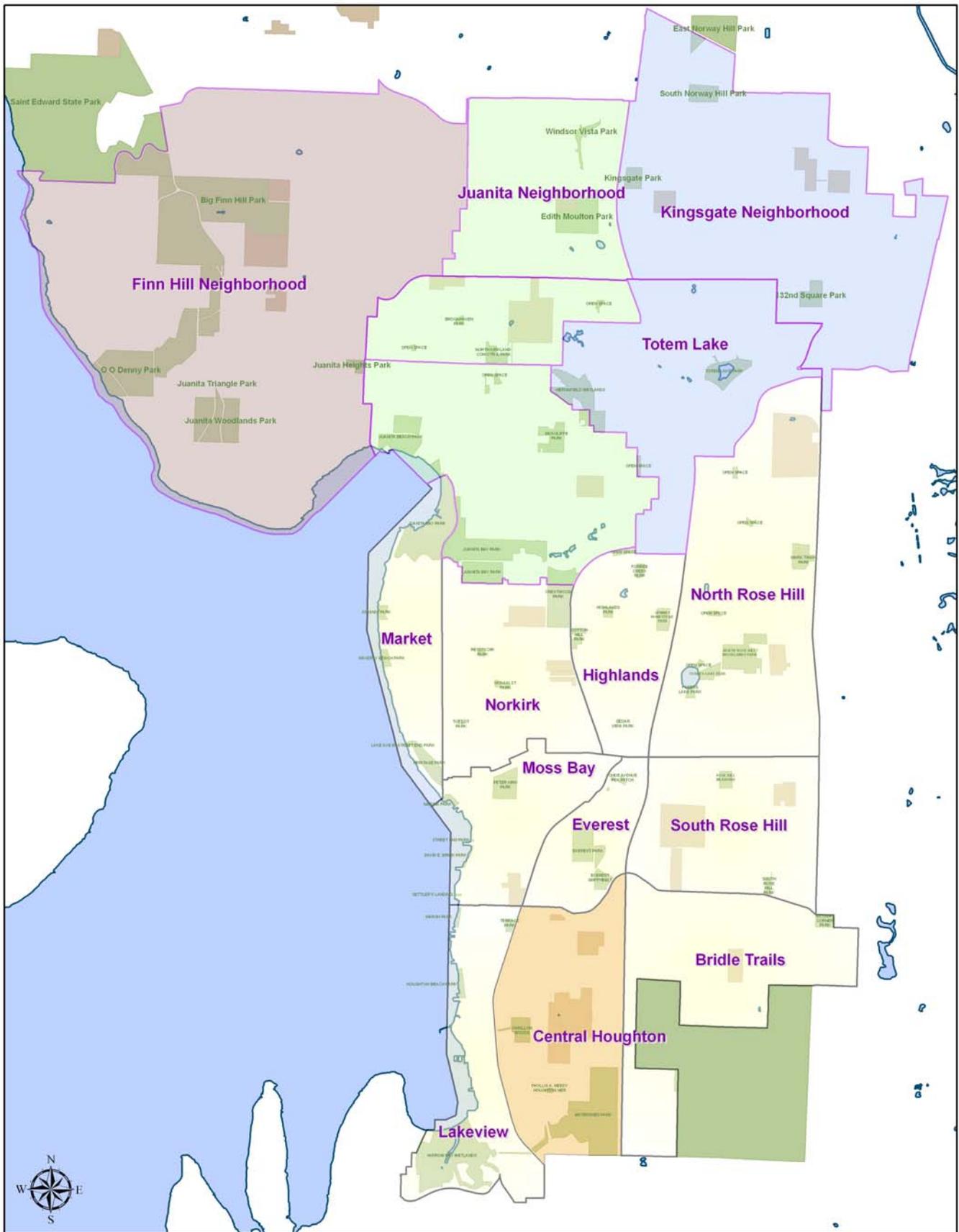
February							March							April						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	1	2	3	4	5	6			2	3	4	5	6					1	2	3
7	8	9	10	11	12	13			9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	14	15		17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
28							28	29	30	31				25	26	27	28	29	30	

Central Houghton Schedule

February							March							April						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	1	2	3	4	5	6			2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	5		7	8	9	10
14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
28							28	29	30	31				25	26	27	28	29	30	

Juanita Neighborhoods Schedule

March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
		2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28							25	26	27	28	29	30	23	24	25		27	28	29	



2011 City Council Meeting in the Neighborhoods

**CITY OF KIRKLAND**

City Manager's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3001

www.ci.kirkland.wa.us

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lorrie McKay, Intergovernmental Relations Manager

Date: February 22, 2011

Subject: 2011 LEGISLATIVE UPDATE 3

RECOMMENDATION:

Council receives a third update on the 2011 legislative session.

BACKGROUND DISCUSSION:

As of the March 1 Council meeting, the 2011 State Legislative session will be in its eighth week. This is an update on the City's legislative interests as of February 22.

February 21 was the cutoff period for bills to stay "alive" by clearing House and Senate policy committees (February 25 is the cutoff for fiscal and transportation committees) or bills "die" because they fail to clear. March 7 is the last day to consider bills in house of origin (5pm). March 25 is the last day to read in committee reports from opposite house, except House fiscal and Senate Ways & Means and Transportation committees.

COUNCIL LEGISLATIVE SUBCOMMITTEE:

The Council Legislative Subcommittee meets weekly on Friday's at 4pm (Mayor McBride, Council Member Asher, Council Member Marchione).

All three members of the Legislative Subcommittee, along with Deputy Mayor Sweet and Council Member Walen, attended the AWC's two-day Legislative Action Conference in Olympia. Council members met with the legislators representing Kirkland to discuss the City's legislative priorities. In addition, Mayor McBride and Council Member Walen testified in support of two of Kirkland's legislative priorities, I-405 express lane tolling and REET flexibility respectively. Following AWC's Legislative Action Conference, the Council's Legislative Subcommittee did not meet on Friday, February 18.

2011 LEGISLATIVE PRIORITIES AND SUPPORT OF ALLIES:

As of February 22, a majority (77%) of City's legislative priority bills remain alive and in play.

A detailed matrix tracking the status of Kirkland's legislative priorities as of February 22 is attached to this memorandum (Attachment A). Further, Waypoint Consulting Group's detailed matrix tracking the status of selected legislative items of Kirkland's ally organizations is also attached to this memorandum (Attachment B). Changes since the February 15 council meeting are highlighted in yellow. Matrixes updated February 25 for both Kirkland's legislative priorities and items from our allies will be emailed to Council in advance of the meeting on March 1.

2011 Legislative Priorities	Bill Number	Hearing Status
Financial assistance for the construction of the Public Safety Building	HB 1497 – Dunshee SB 5467 – Kilmer	- Heard 1/27 & 2/1. 2/17 - All six House members signed request - Senate process initiated
Flexibility in the use of Real Estate Excise Tax	HB 1598 – Springer HB 1953 – Springer SB 5755 – Ranker	- Heard 2/4 - Exec session 2/22 - Passed to Rules 2/21
Annexation census requirements	HB 1336 – Springer SB 5505 – Hill	- Passed to Rules 2/16 - Passed to Rules 2/21
Roadway pricing tools (tolling) on I-405	HB 1382 – Clibborn SB 5490 – Prentice	- Passed to Rules 2/15 - Heard 2/16
New financing tools to support public/private partnerships	HB 1881 – Springer SB 5705 – Kilmer	- Heard 2/22 - Hearing sched 2/23
Streamline SEPA process	HB 1713 – Upthegrove HB 1952 – Upthegrove SB 5657 – Pridemore	- Heard 2/3 - Exec'ed 2/21 - Hearing sched 2/22
"Fiscal relief" bill to postpone various city reporting requirements.	HB 1478 – Springer SB 5360 – Swecker	- Passed to Rules 2/15 - Passed to Rules 2/18
Support the principles of growth management by assigning funding priority for infrastructure in communities with designated urban centers	HB 1335 - Springer SB 5243 - Tom	- Heard 2/1 - Heard 2/8
Eliminate cities' obligation to pay impact fees exempting low-income housing	HB 1398 - Fitzgibbon SB 5524 - White	- Rules 3 reading 2/22 passed 86-y to 8-n - Passed to Rules 2/18
Fire benefit authority (<i>HB 1230 & SB 5155</i>)		- Heard 1/26 - Heard 1/25

2011 Legislative Items to Support (Organizations)	Bill Number
Association of Washington Cities – New tools to help cities recover, thrive and be efficient <ul style="list-style-type: none"> - Pro-active public records proposals - Options for creating sustainable personnel related costs - Tools for combating gang activity - Street maintenance utility authority Maintain essential state revenues and authorities for cities	HB 1033 – Eddy SB 5022 – Kilmer (Rules) HB 1034 – Takko SB 5025 – Hargrove (Rules) SB 5049 – Kline (Rules) HB 1139 – Armstrong SB 5062 – Pridemore HB 1086 – Hunter (Passed) HB 1497 – Dunshee SB 5467 – Kilmer
Cascade Water Alliance – <ul style="list-style-type: none"> - Joint Municipal Utility Services 	HB 1332 – Eddy (Passed) SB 5198 – Pridemore (Rules)
Environmental Priorities Coalition – <ul style="list-style-type: none"> - 2011 Clean Water for Jobs 	HB 1735 – Ormsby SB 5604 – Nelson

Washington Fire Chiefs Association – - Simple majority for EMS levies	HB 1476 – Haigh SB 5381 – Prentice
Washington Association of Sheriffs and Police Chiefs – - Burglar Alarm Program information protection	HB 1234 – Moscoso (Rules) SB 5244 – Fraser (Rules)
Washington Bicycle Alliance– - Safe Routes to School	HB 1071 – Moeller (Rules)
Washington Recreation and Parks Association – - REET - Washington Wildlife Recreation Program (WWRP)	- HB 1953 – Springer Exec session 2/22 Governor’s Capital Budget for 11-13 created PSSWWR grants
Washington Low-Income Housing Alliance – - Maintain the State’s investment in Housing Trust Fund	Governor’s Capital Budget for 11-13 proposes \$40M
Washington Chapter of the American Planning Association	
WRIA 8 – - Funding support for Puget Sound Partnership agenda - Legislation that creates multipurpose Watershed Districts	HB 1332 – Eddy (Passed) SB 5198 – Pridemore (Rules) HB 1735 – Ormsby (heard 2/15) SB 5604 – Nelson HB 1497 – Dunshee SB 5467 – Kilmer
Other Legislation to Support – - Safe collection and disposal of unwanted drugs from residential sources	HB 1370 – Van de Wege SB 5234 – Kline (Rules)

HEARINGS AND CORRESPONDENCE:

<u>Bill</u>	<u>Cmte</u>	<u>Date</u>	<u>City Rep. / Action</u>	<u>SME</u>
SB – 5490 (express toll lanes in I-405)	TR	2/16	Mayor McBride	Dave Godfrey
HB – 1953 (REET – New title)	WM	2/17	CM Amy Walen	Kurt Triplett
SB – 5755 (REET)	GOTE	2/21	CM Penny Sweet	Kurt Triplett
HB – 1969 (Levy Suppression Fix)	WM	2/22	Letter of Support	Jenny Gaus

Cmte (Committee) Legend

TR = Committee on Transportation

WM = Committee on Ways and Means

GOTE = Committee on Government Operations, Tribal Relations and Elections

BILL TRACKING:

A February 22 bill tracker from Waypoint Consulting is attached to this memorandum (Attachment C) showing the City's position on bills of interest. As Waypoint identifies bills with potential impact on or interest to the City of Kirkland, City staff actively review the bills, measuring them against our 2011 legislative agenda and provide recommended positions to the Legislative Subcommittee. New positions since the Council's February 15 meeting are highlighted in red. An updated bill tracker from February 25 will be emailed to Council in advance of the meeting on March 1.

Attachments: Status of City's 2011 legislative priorities
Status of Ally Support 2011 legislative priorities
List of bills the City is tracking and positions

City of Kirkland Legislative Priorities and Status: 2011 Legislative Session

Attachment A

Updated 2.22.11

	Legislative Priority	Bill #	Prime Sponsor	Status
1	Oppose new mandates and cost shifting			See bill tracker – monitoring status of all bills.
2	Financial assistance for the construction of the Public Safety Building	HB 1497 SB 5467	Eastside (Kirkland) Legislators	House Cap. Budget local community project request form signed by all six House members from Kirkland's delegation (45, 48, 32). Senator Hill has initiated Senate process.
3	Flexibility in the use of Real Estate Excise Tax revenue for infrastructure and parks maintenance.	HB 1953 (AWC) SB 5755	Rep. Springer Sen. Ranker	New HB with new title dropped 2/11. Councilmember Walen testified 2/17 in Ways and Means. HB scheduled for Executive Session 2/22. SB Council member Sweet testified at 2/21 Public Hearing Gov Ops. SB exec'd out 2/21. Passed to rules for second reading
4	Financial relief for annexation census requirements through the ability to use alternate enumeration methods such as the federal census.	HB 1336 SB 5505	Rep. Springer Sen. Hill	HB Exec'ed week of 2/15. Passed to Rules 2/16 for 2 nd reading. Placed on 2 nd reading 2/22 by Rules Councilmember Marchione testified 2/15 in Gov Ops public hearing. Substitute exec'ed 2/21. Placed on 2 nd reading 2/22 by Rules
5	Support legislation for roadway pricing tools that provides funding for high priority transportation routes, promotes multi-modal transportation modes and mitigates collateral impacts.	HB 1382 SB 5490	Rep. Clibborn Sen. Prentice	HB Passed to Rules 2/15 for 2 nd reading. Placed on 2 nd reading 2/22 by Rules. SB heard 2/16 - Mayor McBride testified in Transportation.
6	Preserve all options for future use of the BNSF corridor and state financial assistance to implement multiple uses.	NA		Per discussion with legislative committee in fall, it is not feasible to seek state funds this year, but JR and MR will monitor bills that would restrict possible uses of the corridor and continue to bring project to legislator's attention for future action.

City of Kirkland Legislative Priorities and Status: 2011 Legislative Session

Updated 2.22.11

7	New financing tools to support public/private partnerships including flexibility in the use of existing tax sources to support new development and to facilitate small business growth through the use of microloans.	HB 1881 (AWC) SB 5705	Rep. Springer Sen. Kilmer	House bill heard 2/22 in Ways and Means Passed to Rules 2/18 on motion, referred to Senate Ways and Means. Scheduled for 2/23 public hearing in S Ways and Means
8	Streamline SEPA process and eliminate duplicate and overlapping requirements of growth management and SEPA. Streamlining the state environmental policy act process. "Fiscal relief" bill to postpone various city reporting requirements.	HB 1713 SB 5657 HB 1952 HB 1478 SB 5360	Rep. Uptegrove Sen. Pridemore Rep. Uptegrove Rep. Springer Sen. Swecker	Creates categorical exemptions to SEPA; heard in Environment Committee on 2/3; exec session on 2/15. Senate bill public hearing on 2/15 GOE 1:30. HB 1952 dropped 2/14. Exec action 2/17. Substitute referred to Gen. Gov. Appropriations & Oversight. Public hearing 2/18. Exec'ed 2/21 HB passed to Rules 2/15 for second reading SB heard 2/17 in Natural Resources & Marine Waters. Exec'ed 2/21 and passed to Rules 2/18 for 2 nd reading
9	Support the principles of growth management by assigning funding priority for infrastructure in communities with designated urban centers	HB 1335 SB 5243	Rep. Springer Sen. Tom	Bills will provide extra grant dollars and additional points in competitive scoring of grants and loans used to help communities carry out their responsibilities under GMA. Both bills have had public hearings; no execs scheduled.
10	Amend RCW 82.02.060 to eliminate cities' obligation to pay impact fees from qualifying public funds when exempting low-income housing from impact fee requirements.	HB 1398 SB 5524	Rep. Fitzgibbon Sen. White	HB placed on 2 nd reading 2/15 by Rules. Amendment adopted. Placed on 3 rd reading and passed - yeas, 86; nays, 8; absent, 0; excused, 4 SB passed to Rules 2/18 for 2 nd reading
11	Fire benefit authority			TO DISCUSS: Find alternatives on which to hang Kirkland language. Can Kirkland provide specific language?

Legislative Support Issue	Bill #	Prime Sponsor	Status
Association of Washington Cities			
<p>Provide flexibility within current revenue and regulatory frameworks to respond to these challenging times</p> <ul style="list-style-type: none"> • City fiscal flexibility package, such as greater flexibility in the expenditure of locally collected real estate excise tax (REET). • Fund, Flex, Repeal, Amend, Pause (FFRAP), such as delaying adoption of new storm water regulations until the existing ones are successfully implemented and funded. 			See Top Priorities Sheet for Update...
<p>Enact new tools to help cities recover, thrive and be efficient</p> <ul style="list-style-type: none"> • Pro-active public record proposals that address some of the problems that come with the burgeoning public records requests. • Options for creating sustainable personnel related costs. • Additional tools for combating gang activity including funding for gang intervention and prevention activities. • Street maintenance utility authority. 	<p>SB 5022 HB 1033</p> <p>SB 5025 HB 1034</p> <p>SB 5049</p> <p>SB 5062 HB 1139</p>	<p>Sen. Kilmer Rep. Eddy</p> <p>Sen. Hargrove Rep. Takko</p> <p>Sen. Kline</p> <p>Sen. Pridemore Rep. Armstrong</p>	<p>SB Passed to Rules 2/10. Clarifying the statute of limitations for any court action for public records</p> <p>SB passed to Rules 2/8. Reducing penalties for denied public records requests by inmates – Heard Sen.</p> <p>Passed to Rules 2/3.</p> <p>Providing agencies notice of a dispute under the public records act and an opportunity to cure error in the production of public records. Heard Sen GOTR 1/24, Heard Hse SGTA 1/20 and 1/27</p>
Maintain essential state revenues and authorities for cities	HB 1086	Rep. Hunter	Passed by House 2/17. Passed by Senate 2/18

<ul style="list-style-type: none"> • Ensure continued appropriation of committed state shared funds and preserve existing local revenue authorities. • Preserve infrastructure funding such as the Public Works Trust Fund and storm water funding. • Retain current authorities – neither add new requirements or take any away. 	<p>HB 1497 SB 5467</p>	<p>Rep. Dunshee Sen. Kilmer</p>	<p>Governor’s proposed 11-13 capital budget funds all projects on the PWTF list. Capital budgets in the House and Senate won’t come out until much later in the session.</p>
<p>Cascade Water Alliance</p>			
<p>Clarify and improve the tools available to voluntarily provide utility services on a joint basis.</p>	<p>HB 1332 SB 5198</p>	<p>Rep. Eddy Sen. Pridemore</p>	<p>Passed 2/22 SB Passed to rules 2/11</p>
<p>Eastside Human Services Forum</p>			
<ul style="list-style-type: none"> • Maintain the current investment in home visiting funding and advocate for evidence-based home visiting programs such as Healthy Start by the federal government. • Maintain current funding for Washington Information Network (2-1-1) and improve quality and accessibility of services. 			<p>The Governor’s and House supplemental budget proposal make up an error of \$300K for the Council for Children & Families for home visiting (if these aren’t restored home visiting ends 3 months early). The Governor did not propose funding home visiting in the 11-13 budget. There is some flexible money in the Department of Early Learning in the Governor’s proposed 11-13 budget that could be used for home visiting but it is not exclusive.</p> <p>211 funding was not cut in the Governor’s proposed supplemental nor in the House proposed supplemental (HB 1086) and the Washington Telephone Assistance Program account (where 211 is funded from) was not swept. The Governor, however, did not propose funding 211 in the 11-13 budget.</p>

Environmental Priorities Coalition			
<ul style="list-style-type: none"> Budget Solutions for our Environment – Develop a proactive approach that will improve the economy while maintaining environmental protections. 2011 Clean Water Act/Working for Clean Water -- Fund job-creating projects across the state by building water infrastructure that will clean up our water ways. 	HB 1735 SB 5604	Rep. Ormsby Sen. Nelson	Public hearing 2/15 10 co-sponsors. SB heard in Ways and Means 2/10. Council member Dave Asher testified in support.
Washington Fire Chiefs Association			
<ul style="list-style-type: none"> Require simple majority elections (50% +1) for Emergency Medical Services levies and Benefit Charge elections. Provide funding for CBRNE/Funded Regional Hazardous Materials Teams. Mandate radio repeaters for use by emergency responders inside buildings larger than 10,000 square feet. Exempt major fire department capital equipment purchases from State sales tax or allow for some form of a rebate. 	HB 1476 SB 5381	Rep. Haigh Sen. Prentice	First reading 1/24 SB heard in GOE 2/10 Their website isn't up to date on bill numbers for 2011 – so hopefully you have seen these bills come across intros
Washington Association of Sheriffs and Police Chiefs			
<ul style="list-style-type: none"> Burglar Alarm Program information protection – Amend RCW 42.56 to protect law enforcement false alarm program information from public disclosure that would compromise the security of properties. Require that red light cameras comport with federal standards and that fines are equalized. Increase penalties for vehicle prowl. 	HB 1234 SB 5244	Rep. Moscoso Sen. Fraser	HB referred to Rules 2 consideration. SB passed to Rules for 2 nd reading It doesn't look like WASPC ended up putting these on their agenda.
Washington Bicycle Alliance			

Safe Routes to School – Protect existing funding and find ways to improve the program to better meet the demand created by schools.	HB 1071	Rep. Moeller	2/15 placed on 2 nd reading by Rules
Washington Recreation and Parks Association			
<ul style="list-style-type: none"> Real Estate Excise Tax -- Provide local-option legislation allowing cities and counties to use up to 25 percent of the revenue from the two local 1/4-percent Real Estate Excise Tax (REET) collections to be used for maintenance and operations of parks and recreational facilities. Washington Wildlife Recreation Program (WWRP) – Support the request by the Recreation and Conservation Funding Board, the Washington Wildlife and Recreation Council (WWRC), WRPA, and others to preserve a \$100 million 2011 Capital Budget funding level for the Washington Wildlife and Recreation Program (WWRP) Grant program. 			<p>See Top Priorities Update Sheet.</p> <p>The Governor’s proposed capital budget for 11-13 created the “Puget Sound Washington Wildlife and Recreation Grants” program, which selects certain projects off the WWRP ranked list.</p>
Washington Low-Income Housing Alliance			
<ul style="list-style-type: none"> Maintain the State’s investment in Housing Trust Fund. 			The Governor’s proposed capital budget for the 11-13 biennium gives \$40m to the Housing Trust Fund.
Washington Chapter of the American Planning Association			
<ul style="list-style-type: none"> Create a funding mechanism for Planned Action EIS -- Amend RCW 82.02.020 to allow jurisdictions to impose a fee or charge on development for preparation of a Planned Action EIS. 			
WRIA 8			
<ul style="list-style-type: none"> Funding – Support legislation to establish a sustainable funding mechanism to 	HB 1332	Rep. Eddy	Watershed Bills: Passed 2/22

<p>implement the Puget Sound Partnership agenda including funding for projects, programs, permitting and monitoring related to storm water pollution in Puget Sound and throughout Washington State.</p> <ul style="list-style-type: none"> • Authorize legislation for creation of multipurpose Watershed Districts. 	<p>SB 5198</p> <p>HB 1735 SB 5604</p> <p>HB 1497 SB 5467</p>	<p>Sen. Pridemore</p> <p>Rep. Ormsby Sen. Nelson</p> <p>Rep. Dunshee Sen. Kilmer</p>	<p>SB Passed to rules 2/11</p> <p>Storm Water: HB heard in Ways 2/15 Introduced to Ways and Means on Feb. 1st SB heard in Ways and Means 2/10. Council member Dave Asher testified in support.</p> <p>Puget Sound Partnership in Capital Budgets</p>
Additional Legislation to Support			
<ul style="list-style-type: none"> • Support brown grease to energy conversion legislation and programs. • Support modification of the Washington State Department of Licensing's (DOL) implementation of the Commercial Driver's License process. • Support legislation providing for the safe collection and disposal of unwanted drugs from residential sources through a producer provided and funded product stewardship program. • Support an amendment to RCW 46.68.090 that would allocate gas tax revenues between counties and cities based on a per capita allocation rather than the current fixed percentages. • Support legislation that would allow cities access to the State Department of Labor and Industries data as a means of verifying local business tax payments. 	<p>HB 1370 SB 5234</p>	<p>Rep. De Wege Sen Kline</p>	<p>HB heard in Environment 2/3 SB passed to Rules 2/8</p>

Bill	Title	Position
<i>Support</i>		
HB 1012	Planning commissioners	Support
HB 1014	Watersh mgmt partnerships	Support
HB 1018	Bikes and motorists	Support
HB 1033	Court actions/42.56.550	Support
HB 1034	Inmate public record req.	Support
HB 1071	Complete Streets grant prog	Support
HB 1139	Public records dispute	Support
HB 1141	City alternative fuel exemption	Support
HB 1173	Small works roster contracting procedures	Support
HB 1223	Street vacation hearings	Support
HB 1234	Security alarms, crime watch	Support
HB 1320	Establishing the Washington investment trust	Support
HB 1332	Utility services joint mgmt	Support
HB 1335	Growth mgmt/local progress	Support
HB 1336	Census data/annexation	Support
HB 1370	Collection of unwanted medicines	Support
HB 1377	Interest arbitration panels	Support
HB 1382	Express toll lanes/eastside	Support
HB 1398	Low income housing/fee ex.	Support
HB 1406	intrastate building safety mutual aid system	Support
HB 1452	League fees	Support
HB 1457	Business locate in vacant bldgs	Support
HB 1469	Landscape conservation	Support
HB 1476	Voting requirements for EMS levies	Support
HB 1478	Fiscal relief/cities & towns	Support
HB 1497	2011-2013 capital budget	Support
HB 1598	Real Estate Excise Tax	Support
HB 1730	Authorization of bonds issued by local gov	Support
HB 1735	Clean water jobs thru storm water funding	Support
HB 1881	Community redevelopment financing	Support
HB 1952	SEPA (formerly HB 1713)	Support
HB 1969	Exempting FCDZ from regular property tax levies limitations	Support
HB 1997	Econ Dev funding for tourism, workfrce hsg, art & hrtge progrms	Support
<i>Oppose</i>		
HB 1026	Adverse possession actions	Oppose
HB 1082	Shoreline & GMA acts	Oppose
HB 1088	Cty/city moratoria authority	Oppose
HB 1111	Fed, state & local govts	Oppose
HB 1160	Adverse possession claims	Oppose
HB 1300	Public record copying costs	Oppose
HB 1634	Regarding underground utilities.	Oppose
HB 1702	impact fees/convenents	Neutral
<i>Undecided</i>		
HB 1098	Traffic safety cameras	
HB 1099	Traffic safety cameras	
HB 1126	Criminal street gangs	
HB 1217	Speed limits	
HB 1279	Traffic safety/intersections	
HB 1462	Affordable housing	
HB 1662	appeal/shoreline mgmt act	
HB 1882	Transportatioin connectivity	
HB 1855	State mandates	
HJR 4217	Community redevelopment financing	

Bill	Title	Position
<i>Support</i>		
SB 5022	Court actions/42.56.550	Support
SB 5025	Inmate public record req.	Support
SB 5034	Concerning private infrastructure development	Support
SB 5049	Sunshine Committee	Support
SB 5062	Public record disputes	Support
SB 5098	minors in parks/recs progs	Support
SB 5131	Public facilities/impact fees	Support
SB 5137	Street vacation hearings	Support
SB 5143	Annexation/fire prot. Dists.	Support
SB 5154	Modifying vehicle prowling prov	Support
SB 5192	Shoreline Management Act	Support
SB 5193	Bicyclists & motorists	Support
SB 5198	Utility services joint mgmt.	Support
SB 5221	intrastate building safety mutual aid	Support
SB 5234	Collection of unwanted medicines	Support
SB 5243	Growth mgmt/local progress	Support
SB 5244	security alarms, crime watch	Support
SB 5253	landscape conservation	Support
SB 5301	Traffic safety/intersections	Support
SB 5319	mnfct innov & mod extn service	Support
SB 5360	Cities & towns fiscal relief	Support
SB 5381	Voting requirements for EMS levies	Support
SB 5420	Intrastate mutual aid system	Support
SB 5467	2011-2013 capital budget	Support
SB 5490	Express toll lanes/eastside	Support
SB 5505	census data/annexation	Support
SB 5524	Low income housing/fee ex.	Support
SB 5553	Vehicle prowl	Support
SB 5604	Stormwater pollution funding	Support
SB 5638	Levy suppression fix for FCZD	Support
SB 5705	Community redev financing	Support
SB 5755	REET	Support
<i>Oppose</i>		
SB 5012	GMA hearings board	Oppose
SB 5553	municipalities post/web sites	Oppose
SB 5607	impact fees/covenants	Neutral
<i>Undecided</i>		
SB 5013	Land use permit process	
SB 5155	Public safety authorities	
SB 5181	State debts statutory limits	
SB 5188	Traffic control signals	
SB 5214	Affordable housing	
SB 5265	Multijurisdiction flood control zones	
SB 5299	Shoreline & pollution boards	
SB 5530	appeal/shoreline mgmt act	
SB 5683	City utility infrastructure	
SB 5685	Public records violations	
SB 5693	"Copy"/public records act	
SB 5695	Local gov't bonds	
SB 5716	Traffic safety cameras	

SJR 8213	Community redevelopment financing	
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**CITY OF KIRKLAND**

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MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: February 17, 2011

Subject: North Kirkland Community Center Sign, File ZON11-00013

RECOMMENDATION

City Council considers the options for the electronic readerboard sign located at the North Kirkland Community Center (NKCC) and provide direction to staff. The sign consists of a lighted lower portion identifying the NKCC and an upper electronic readerboard.

BACKGROUNDPrevious code amendments

In 2009 the Council approved code amendments to allow pedestal signs with a readerboard having electronic programming at fire stations and two high schools (Juanita and Lake Washington). In 2010 the Council approved code amendments to allow similar signs at fire stations in the annexation area after June 1, 2011. Also in 2010, the Council denied a request from Holy Spirit Lutheran Church for a code amendment to allow an electronic readerboard at the church.

Permitting

In 2010 the fire department submitted permits for the fire station signs to be built according to the new code. The signs came in under budget and an application was also submitted for a similar sign at the NKCC. The Planning Department approved the NKCC sign permit in error not catching that the code only applied to fire stations and not all government/community facilities. The error was not realized until the sign was installed. The sign is legal; only the operation of the electronic readerboard is an issue. Leaving the sign in place without operating the readerboard or with the readerboard portion removed are both allowed by the current code.

Council Review to-date

The issue was presented to the Public Safety Committee on January 20, 2011. The Public Safety Committee supported finding a way to legally allow the readerboard

element of the sign to remain in place. Council member Sternoff presented the issue to the full Council on February 1, 2011. The Council requested a report addressing options and implications of each option.

Function of the NKCC as a Disaster Support Facility

In the City's emergency plan the NKCC serves an important function as a Disaster Support Facility equipped with a permanent generator. It is located on an arterial – NE 124th Street – and is very accessible. Another similar support facility is the Peter Kirk Community Center, although it does not have a permanent generator.

Public Message Policy

The City is preparing a policy for the content of the messages on the fire station readerboards. The electronic readerboards are controlled over the internet (not at individual fire stations).

Options

1. Do not amend the code. Remove the electronic readerboard portion of the sign as soon as possible.

Implications: The electronic readerboard portion of the sign would be available for future use at a fire station. The estimated cost to remove the electronic readerboard portion is between \$3,000 and \$6,000.

2. Leave the sign in place with the electronic readerboard turned off while a code amendment process is undertaken. The code amendment process would consider adding the NKCC as a permissible location for the readerboard. If approved, messages displayed on the readerboard would be subject to the City's public message policy.

There are two ways to proceed with a code amendment:

- a. Add this issue to the identified work program code amendment project for consideration later this year. This project would be completed by the end of the year; or
- b. Bring an Interim Ordinance to the Council to allow the electronic readerboard; then follow-up with a code amendment later this year. By expressing the Council's approval first through an interim ordinance, the readerboard could be activated immediately. In addition, the code amendment could be added to a group of amendments involving corrections and minor changes not having significant policy implications. This group of amendments will be processed using "Process IVA" which involves a public hearing before the Planning Director rather than the Planning Commission. This project would be completed approximately 6 months after the Interim ordinance is passed.

Implications: The code amendment could be very targeted and handled in the same way as the amendments approved for the high schools and fire stations. The amendments were made to the applicable Use Zone Charts for the sites rather than generally to the sign chapter. Therefore, it would not be necessary to “open up” the sign chapter during the amendment process.

However, if the amendment is approved, other organizations might ask the Council whether they too could have readerboards with electronic programming. The Council has the discretion to consider this through future code amendments, but the City may not be amenable to these requests because the City cannot legally control the messages displayed on electronic readerboards for other organizations.

Staff is seeking direction from the Council on whether to implement Option 1, Option 2a or Option 2b.