CITY OF KIRKLAND
CITY COUNCIL

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

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AGENDA
KIRKLAND CITY COUNCIL MEETING
City Council Chamber
Tuesday, March 2, 2010
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, at the Public Resource Area at City Hall or at the Kirkland Library on the Friday afternoon prior to the City Council meeting. Information regarding specific agenda topics may also be obtained from the City Clerk's Office on the Friday preceding the Council meeting. You are encouraged to call the City Clerk's Office (587-3190) or the City Manager's Office (587-3001) if you have any questions concerning City Council meetings, City services, or other municipal matters. The City of Kirkland strives to accommodate people with disabilities. Please contact the City Clerk's Office at 587-3190, or for TTY service call 587-3111 (by noon on Monday) if we can be of assistance. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

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

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

P - denotes a presentation from staff or consultant

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*, Peter Kirk Room
   - *a.* Annexation Update
4. *EXECUTIVE SESSION*
   - *a.* To Discuss Labor Negotiations
5. *HONORS AND PROCLAMATIONS*
   - *a.* Sustainable Kirkland Earth Hour Proclamation and Green Tip
6. *COMMUNICATIONS*
   - *a. Announcements*
   - *b. Items from the Audience*
   - *c. Petitions*
7. *SPECIAL PRESENTATIONS*
8. *CONSENT CALENDAR*
   - *a. Approval of Minutes:* February 16, 2010
   - *b. Audit of Accounts:*
     - *Payroll* $
     - *Bills* $

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

c. General Correspondence

(1) Sustainable Kirkland, Regarding a Potential Kirkland Food Service Product Polystyrene Ban

d. Claims

(1) Ethel E. Hosea

(2) David Morales

(3) Marjorie Waldron

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

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

g. Approval of Agreements

(1) Resolution R-4804, Approving the Interlocal Agreement for ARCH (A Regional Coalition for Housing) Between the Cities of Kirkland, Bellevue, Redmond, Bothell, Woodinville, Issaquah, Mercer Island, Newcastle, Beaux Arts, Clyde Hill, Hunts Point, Medina, Yarrow Point, Kenmore and Sammamish

h. Other Items of Business

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.

(1) Resolution R-4805, Authorizing the Director of Planning and Community Development to Enter into a Contract with Luna Sol, LLC, Regarding a Potential Multifamily Housing Property Tax Exemption and Approving the Issuance of a Conditional Certificate of Tax Exemption

(2) Ordinance No. 4238 and its Summary, Relating to Zoning and Land Use Amending City Regulations Relating to Trees, Repealing Ordinance 4226, Amending Ordinance 3719 as Amended, the Kirkland Zoning Ordinance and Approving a Summary Ordinance for Publication File No. ZON08-00016

(3) Resolution R-4806, Appointing Marilynne Beard as the Interim City Manager for the City of Kirkland

(4) Letter of Support for Broadband Technology Opportunities Program Grant Request

(5) Report on Procurement Activities

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

9. PUBLIC HEARINGS

10. UNFINISHED BUSINESS

a. Pedestrian Safety Update

P - denotes a presentation from staff or consultant

b. Transportation 2040 Comment Letter

c. Lodging Tax Advisory Committee Follow-up

d. Resolution R-4807, Temporarily Increasing the Membership of Certain Advisory Boards, Commissions, and Committees to Add Representation From the Annexation Area

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

11. NEW BUSINESS

a. Neighborhood/Business Partnership Opportunities

b. Neighborhood Meetings with the City Council 2010/11 Schedule

c. Google Request for Information Regarding High Speed Broadband

d. Tourism Branding Logo

12. REPORTS

a. City Council

(1) Code of Ethics Development Process

(2) Regional Issues

b. City Manager

(1) 2010 Legislative Update 5

(2) Calendar Update

13. ADJOURNMENT

P - denotes a presentation from staff or consultant

Council Meeting: 03/02/2010
Agenda: Study Session
Item #: 3. a.

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Marilynne Beard, Assistant City Manager

Date: February 19, 2010

Subject: ANNEXATION UPDATE

RECOMMENDATION:

City Council receives an update on City facilities needs for existing and annexation services, annexation neighborhood boundaries and annexation area zoning changes.

BACKGROUND:

A number of annexation policy issues were presented to the City Council in January. At that time, staff proposed that the identified policy issues be presented to Council over the ensuing eighteen months for study and consideration. Staff reports concerning three annexation policy issues are attached:

- **City Facilities Needs** – As noted in this memorandum from Public Works, facilities expansions and refurbishing have been identified in the Capital Improvement Program for a number of years. In particular, City Hall and the Maintenance Center have been remodeled and reconfigured multiple times to accommodate current staff and off-site space was purchased or leased. Any large scale expansion was deferred pending a decision on annexation. The attached memo describes interim and longer term strategies for meeting existing space needs as well as those related to annexation.

- **Annexation Neighborhood Boundaries** – This memorandum from Planning and Community Develop describes the relevant considerations in establishing neighborhood boundaries and provides a process for developing neighborhood boundaries. Council direction is needed regarding the process and timing for establishing neighborhood boundaries for adoption in the Comprehensive Plan update.

- **Annexation Zoning Changes** – Council requested additional information with respect to changes in the approved zoning for the annexation area. The Planning and Community Develop staff provides an overview of legal and practical considerations and options.

CITY OF KIRKLAND
Department of Public Works
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
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MEMORANDUM

To: Dave Ramsay, City Manager

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

Date: February 18, 2010

Subject: CITY FACILITIES SPACE NEEDS

RECOMMENDATION:

City Council receives an update on City facility needs and options and provide direction regarding whether to pursue the recommended strategies.

BACKGROUND DISCUSSION:

Additional and refurbished City facilities have been an identified need in the Capital Improvement Plan for a number of years. However, plans to expand and/or remodel existing City facilities were put "on hold" until a decision was made on annexation. With the Council's approval of annexation in December 2009, future facility needs are clearer and staff needs to begin implementing plans for interim and long-term solutions to house staff and equipment. The following memo provides background on previous plans for facility expansions and current options.

City Hall

The present City Hall facility was originally built in 1982 and expanded in 1994. The 1994 expansion was expected to accommodate ten years of growth. The City Hall facility is now at capacity and two departments (Human Resources and Parks Administration) were moved to another facility (505 Market) and a portion of Public Works and Police have been relocated to the City Hall Annex to relieve overcrowding in this facility. Over the years, the City was able to acquire the properties to the south of City Hall (now rental properties) with the intent of completing a future expansion of the City Hall campus. The rental properties include a duplex and the "Neish House". Both the "Neish House" and duplex have leases through May 31, 2010 and then they will be rented on a month-to-month basis.

In 2004, the City engaged the services of McClaren, Wilson and Laurie Associates to conduct a long range space needs assessment for the City Hall facility. The consultant was asked to evaluate the City's space needs with and without annexation (final report included space projections based on current staffing, ten years out and twenty years out). At that time, the McClaren study concluded that the existing City Hall property along with adjoining residential properties was sufficient to accommodate the expansion of City Hall without annexation. The

expansion with annexation would accommodate all departments currently in City Hall (including Police) and allow the Human Resources and Parks and Community Services departments to move back into City Hall. The Kirkland Municipal Court which is currently housed in a facility in Totem Lake would remain off-site due to the extensive parking requirements of the operation. The expansion of the City Hall site (or construction of any major facility) cannot be completed prior to the June 2011 effective date of annexation. Consequently, interim accommodations are needed to accommodate the service system needed for a larger city.

It should be noted that the City's financial position has changed since the last facilities financing strategy was completed. Staff was asked to identify options to the original facilities plan that would require fewer resources. Cost estimates for the revised options have not yet been completed. Consequently, an updated financing plan is not available at this time. If City Council agrees to the proposed strategy, staff will develop more complete plans and cost estimates. The objective would be to provide facilities that meet basic needs within the total funding available at this time.

City Hall Interim Space Needs

Two major issues are involved at City Hall – parking and the accommodation of new staff to serve the annexation area. At the end of 2010 and beginning of 2011, the Police Department will be adding 26 new staff and 17 new vehicles. In addition, six vehicles will be added for Planning, Building, and Public Works Engineering upon the annexation effective date as well as new staff. Although staff can be tight-packed into the existing buildings, there is inadequate parking available on the City Hall site.

A potential solution for parking would be to pave the former "Carter House" lot located just east of the City Hall Annex and to take advantage of our parking lot lease with the First Baptist Church of Kirkland located at 111 7th Avenue to accommodate additional City Hall staff parking. This would allow new Police vehicles to remain on the current City Hall campus. Given the recent reductions in staffing levels, reallocation of existing space within City Hall, 505 Market, and the City Hall Annex is the least expensive option for providing short term space for current and new staff. Reallocation of space is currently in process in the lower level for the Police Department and once final annexation staffing needs are established, we can begin planning for reallocation of space within the remaining City Hall Facilities. Space needs can also be met by re-converting the Houghton, Everest, and Lakeview conference rooms back into office space. The downside of this option is the limited space and elimination of meeting rooms that complicates temporary relocation of staff during the remodel of the upper level of City Hall until completion of construction at the end of 2014 or early 2015 (based on the current timeline).

City Hall Space Options – Intermediate Needs

In mid-2009, McClaren, Wilson and Laurie conducted an update to the space needs assessment to again evaluate the City's space needs with and without annexation to include current staffing and projected growth ten and twenty years out. McClaren was also asked to study the site with the notion of accommodating all departments currently in City Hall (including Police) and allow the Human Resources and Parks and Community Services departments to move back into City Hall. The Kirkland Municipal Court which is current housed in a facility in Totem Lake would remain off-site due to the extensive space and parking requirements needed for its operation.

In September 2009, McClaren presented four options to meet our space needs outlined below:

Option 1: Combined City Hall including Police

Expands City Hall to accommodate all existing functions including police and brings back functions currently at 505 Market and the City Hall Annex. Municipal Court remains off site.

Combined City Hall w/Police	W/Out Annexation				W/Annexation		
	09	+1	+2		09	+1	+2
Total Gross Square Footage	124,413	128,493	130,673		148,807	153,999	156,560
Program Spaces to be housed in Garage *(City Hall Archives, range, Misc. Police Support Areas)*							
Total Gross Square Footage	16,332	16,332	16,332		17,376	17,376	17,376
Total parking On-Site Staff + Visitor	227	256	271		332	355	381

Option 2: Limited Combined City Hall Including Police

Expands City Hall to accommodate current functions and brings back functions only from City Hall Annex. Human Resources and Parks would remain at 505 Market and Municipal Court would remain off site.

Combined City Hall / Police	W/Out Annexation				W/Annexation		
	09	+1	+2		09	+1	+2
Total Gross Square Footage	116,747	120,828	123,007		139,907	145,099	147,660
Program Spaces to be housed in Garage *(City Hall Archives, range, Misc. Police Support Areas)*							
Total Gross Square Footage	16,332	16,332	16,332		17,376	17,376	17,376
Total parking On-Site Staff + Visitor	217	245	260		319	342	367

Option 3: Combined City Hall and Free Standing Public Safety Building

Remodel City Hall to bring back functions from 505 and City Hall Annex and build free-standing off site Public Safety Building for Police Department and Municipal Court.

Freestanding City Hall	W/Out Annexation				W/Annexation		
	09	+1	+2		09	+1	+2
Total Gross Square Footage	77,678	79,192	80,897		92,601	94,306	95,821
Total parking On-Site Staff + Visitor	105	110	114		130	134	139

Option 4: Freestanding Public Safety Building

Stand-alone Public Safety Facility constructed off site to house Police Department and Municipal Court.

Freestanding Police and Courts	W/Out Annexation				W/Annexation		
	09	+1	+2		09	+1	+2
Total Gross Square Footage	101,178	106,947	107,979		118,694	127,442	129,445
Total parking On-Site Staff + Visitor	189	215	226		298	318	339

McClaren indicated than any addition to the City Hall site over 50,000 square feet would exceed our current projected construction cost of $48,400,000. In an effort to accommodate all departments currently in City Hall and provide the Police Department (including the jail) with the space they need for their operations within the projected budget while allowing for an additional future expansion, McClaren proposed a "hybrid" option outlined below.

Hybrid Option: Alternate for Combined City Hall / Police

Smaller City Hall expansion to accommodate Police Department expansion. Reallocates remaining space to all other City functions except Human Resource and Parks which would remain at 505 Market.

Alternate for Combined City Hall /Police (Courts/HR/Parks Off-site)

Total Gross Square Footage: 111,850

Note: Adds 11,163 square feet to upstairs only for IT and additional meeting rooms. Adds 30,687 square feet to downstairs to meet Police Department's current annexation needs.

Program Spaces to be housed in Garage *(City Hall Archives, Gun Range, Misc. Police Support Areas)* 17,376

Garage Parking (2 trays of parking – 124 spaces/tray): 84,500

Total Gross Square Footage (Garage): 101,876

Currently, the Police Department occupies approximately 15,700 square feet within City Hall and City Hall Annex. The hybrid option would increase the lower level to 63,867 square feet (includes shared lunch room and fitness/locker rooms). The square footage (excludes circulation space and mechanical system space) for the major programmed elements within the Police Department is as follows:

Police Administrative	3,884
Patrol	6,775
Jail (50 beds)	19,483
Records	3,493
Investigations	3,700
Support Spaces (Lobby, Quartermaster, Lockers, Fitness Room)	9,677
Range (in Parking Garage)	6,860
Misc. Police Storage (in Parking Garage)	6,024
Total	**59,896**

The existing City Hall would then be remodeled with a more efficient layout including standardized workstations and office spaces, capturing "Main Street" for additional staff space, and the addition of a centralized front counter at the north end of the building to provide a "one-stop" customer service for citizens similar to the City of Bellevue. As we are currently working on revising the staff numbers to match our current service level, we do not yet know how long the proposed expansion is expected to accommodate current and future staff. At the end of February 2010, McClaren began developing a conceptual plan with cost estimates based on the "hybrid" option. Conceptual drawings and cost estimates are projected for completion in the next two to three months. A more detailed study will be required to determine whether 505

Market and the City Hall Annex will need to remain after the expansion and remodel of City Hall.

Long Term Needs - Public Safety Building

For the long term, staff can continue to explore options for an off-site Public Safety Building. Certain elements of public safety facilities such as jails are required to be built to "essential facilities" standards in order to withstand the effects of natural disasters. Any facility requiring an essential facility standard will be more costly.

An alternative to the "hybrid" option would be the development of a stand-alone Public Safety building to house both the Municipal Court and Police Department functions. Despite the proposal to keep all services on site, the facilities needs may be more cost-effectively met with an off-site option. McClaren is studying the feasibility of a separate public safety building utilizing a big box store type facility as a model similar to the Police Department facility recently completed in Ontario, California (see photo below). In this scenario, City Hall may not need to be expanded but would be remodeled and refurbished to better utilize the current footprint.

Challenges

Additional space and parking is needed at this time. The design and construction of a major new facility can be expected to take about three years (twelve to fourteen months to design and two years for construction). With annexation imminent effective June 2011, new facilities would not be available for occupancy until late 2014 and early 2015. The only realistic options are to lease space to house all staff (including new staff added to serve the annexation) or pack all current and new staff into the existing space. Temporary parking will need to be added to the former "Carter House" site located to the east of the City Hall Annex.

To meet our intermediate needs by expanding on the current site, we will still need to relocate staff to an interim location for approximately six to eight months during the renovation phase of the current space. Options are to lease space offsite to service non-public safety functions or to build out the parking garage and place portable units on the garage site while the renovation of the existing space is completed. More study is needed on the options and related costs.

Maintenance Center

The Maintenance Center facility was built in 1989 to house the Public Works and Parks Operations and Maintenance. In 2003, The Driftmier Architects performed a needs analysis and determined that the Maintenance Center facilities were insufficient to serve all the needs for personnel support, vehicle parking, materials storage, and shop space. To provide some relief, space was leased in 2008 from King County Housing Authority in the Former Green Car Building to house Parks Operations & Maintenance. In January 2009, Parks relocated to the Former Green Car Building. At this time, Public Works solely occupies the Maintenance Center Administration Building which has capacity to accommodate three additional administrative positions.

However, capacity for the field crew is at the maximum. Based on current staffing levels, the Maintenance Center needs an additional 8,739 square feet to accommodate annexation staffing and equipment in Parks Maintenance, Street Maintenance, Surface Water Maintenance, and Fleet Operations. This includes three indoor vehicle storage spaces, two vehicle maintenance bays, storage mezzanines, and crew shop space. Vehicle and equipment parking is currently at capacity at both the Administration Building and the Maintenance Center Yard. Additional surface parking spaces are needed at the Administration Building to accommodate 27 additional maintenance staff and 34 surface spots are needed for vehicle and equipment parking in the yard.

The existing site presents some limitations. The Administration Building has capacity for parking expansion on-site, however, development needs to maintain and enhance screening in order to mitigate for the visual and noise impacts of the adjacent residential properties. At the Maintenance Center Yard, maneuvering and parking of city vehicles is a primary purpose. Currently, there is insufficient vehicle and equipment storage on site. The existing site steps up progressively through the yards and along the buildings to accommodate a dramatic change in grade; a 22-foot drop in elevation along the 8th Street frontage. Due to the steep grade and space challenges on-site, any additions to the current buildings would be difficult. In lieu of a major expansion of the Maintenance Center Yard, potential short/medium term options to provide additional space for the Maintenance Center are as follows:

- Add storage mezzanines to Buildings B, C, and E.
- Enclose the covered mechanic bays and add lifts on the south side of Building B.
- Add parking stalls to the east side of Building E and expand surface parking spaces at Administration Building to accommodate additional visitor, staff, and city pool vehicle parking.
- Lease additional warehouse space with minimal office space to provide more shop space and parking in a facility close to current Maintenance Center.
- Lease space central to the City (post-annexation City limits) and relocate Parks Operations & Maintenance

Long-term options would be to pursue an expansion of the Maintenance Center "campus" by acquiring adjacent buildings to house additional staff, shop space, materials storage, and vehicle and equipment parking.

Municipal Court

The Municipal Court is located at 11515 NE 118th Street within the Kirkland 405 Corporate Center in the Totem Lake area of the city. The court currently occupies 10,760 square feet of 17,760 square feet and the balance is utilized by the Police Department. In addition to Municipal Court services, Probation services are also provided at the Court building.

Interim Needs

To accommodate short-term needs and future growth, we need to address the lack of parking currently available to citizens reporting for jury duty, arraignments and others visiting to pay a fine, change a court date, or just need Customer Service. Currently, there are 30 public parking spaces and 18 spaces for employees and city vehicles. It is not uncommon for 100 citizens to report to the Court building on the same day for jury duty and/or arraignment.

Available options are to locate and lease off-site parking adjacent to the Court building. Although public transportation is encouraged for those who can ride and walk to the nearest bus stop located on NE 116th Street, this may not be a reasonable option for elderly jurors or others with physical limitations.

Intermediate Needs

With annexation imminent, the Court building will not be able to accommodate an increased case load, additional staff, and provide parking for citizens visiting the building. In the near-term for annexation growth, the best option is to relocate a portion of the 7,000 square feet currently utilized by the Police Department and expand the Court administrative functions as well as Court Room #2.

Long Term Needs - Public Safety Building

For the long term, staff will continue to explore options for an off-site Public Safety Building combining the Municipal Court services and Police Department functions into one facility to provide for more efficiency in delivering services to our citizens.

Financing Plan

The last financing strategy discussion took place in December 2007. At that time, cash resources of $5.8 million were identified from various sources (REET 1, Building & Property Reserve, and Facilities Expansion Reserve), with the remainder funded by councilmanic (non-voted) debt. Since that time, a number of events have occurred that impact the cash available, including:

- Purchase of the Court building using $2.34 million in REET 1 reserves and $0.3 million in grant funds. Real Estate Excise Tax (REET 1) reserves used will be reimbursed when bonds are issued for the City Hall/Public Safety expansion. This would result in a higher amount borrowed, but the savings from lease payments (about $250,000 per year) should be available to help service the debt.
- REET revenues in 2009 were well below budgeted amounts and 2010 revenue projections do not anticipate an increase over 2009 receipts (about $1.0 million).

As a result, we estimate that $2.85 million is available for up-front costs, with the remainder funded using bonds. Detailed cash flow and timing of bond issuance will be developed based on the updated time-phased cost proposals and will be brought forward at a future study session.

Recommendation and Direction Needed

In summary, staff recommends pursing the following strategies to address space needs in the City Hall, Maintenance Center, and Municipal Court facilities:

1. **Reconfigure workstations and re-convert City Hall conference rooms to office space** to address immediate space needs. To house staff in the interim, the best and least costly option is to use the space available in City Hall to house new part- and full-time employees by reconfiguring workstations and re-purposing some, if not all meeting and conference rooms. This option locates new staff in City Hall near to the various departments and support spaces. The disadvantages of this option are the disruptions with the reconfiguration of workstations and resulting smaller workstations.

2. **Create a temporary parking lot at the "Carter House" site** in combination with the parking lot at the First Baptist Church of Kirkland could help to alleviate some of the parking challenges for staff. Relocating some staff parking to these areas will allow new Police vehicles and other City vehicles to be accommodated on the existing site.

3. **Move forward with the "hybrid" option** with a focus on an expansion of the Police Department to be housed entirely on the lower level to meet the intermediate needs. All non-public safety functions housed in the City Hall facility would be located on the upper level upon renovation and addition to the existing space.

4. **Demolish rental properties to the south of City Hall** for additional temporary parking in the interim and for placement of a parking garage with the expansion.

5. **Build storage mezzanines in Maintenance Center Buildings B, C, and E** for expansion of shop space to accommodate new staff and materials storage.

6. **Enclose the covered mechanic bays and add lifts on the south side of Maintenance Center Building B** to accommodate increased vehicle maintenance needs.

7. **Expand surface parking spaces at Maintenance Center Administration Building** to accommodate additional visitor, staff, and city pool vehicle parking.

8. **Consider Additional Maintenance Center Options to accommodate staff and parking needs are to:**
    - Lease additional warehouse space with minimal office space to provide more shop space and parking in a facility close to current Maintenance Center **or**
    - Lease space central to the City (post-annexation City limits) and relocate Parks Operations & Maintenance

9. **Locate and lease off-site parking adjacent to the Municipal Court Building** to accommodate current and future citizen needs – jury duty, arraignments, and customer service.

10. **Relocate some or all of the Police Department functions from the Municipal Court** to make available space for Court functions.

11. **Relocate the Court administrative functions and expand Court Room #2** into the space vacated by the Police Department to accommodate staff and increase court needs as a result of annexation.

CITY OF KIRKLAND
Planning and Community Development Department
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MEMORANDUM

To: David Ramsay, City Manager

From: Eric Shields, Planning Director
Jeremy McMahan, Planning Supervisor
Kari Page, Neighborhood Services Coordinator

Date: February 11, 2010

Subject: Annexation Area – Neighborhood Boundaries, File No. ANN09-00001

RECOMMENDATION

Review current neighborhood boundaries for the Annexation Area (AA). Provide staff with direction on the following questions:

- Should revisions to the boundaries be considered prior to the effective date of annexation?
- If so, is the process outlined below appropriate for the task? Any process to adjust boundaries would likely culminate with the 2010 Comprehensive Plan amendments later this year.

BACKGROUND

The AA has traditionally been defined by the County as the three neighborhoods of Finn Hill, North Juanita, and Kingsgate. These three neighborhoods join Kirkland's existing 13 neighborhoods (see Attachment 1) on June 1, 2011. There are currently 11 neighborhood associations in Kirkland, as the Bridle Trails and South Rose Hill neighborhoods currently function as a combined neighborhood organization, as do the North Juanita and South Juanita neighborhoods. As the City approaches the effective date of the annexation, the AA neighborhood boundaries should be reviewed for purposes of neighborhood planning, neighborhood service program delivery, and community organizing.

WHAT DEFINES A NEIGHBORHOOD

In terms of neighborhood planning, the Comprehensive Plan outlines the purpose of establishing neighborhood boundaries:

> *The Neighborhood Plans allow a more detailed examination of issues affecting smaller geographic areas within the City and clarify how broader City goals and policies in the Citywide Elements apply to each neighborhood.*

Boundaries which foster community organizing also promote effective Neighborhood Service Program delivery. The City currently has two programs that provide resources to the neighborhoods. The Matching Grant Program supports neighborhood efforts on physical improvements, neighborhood identity projects, special events, leadership training, communications, and fostering active living. The City also has a Neighborhood Connection Program which allows neighborhoods to suggest improvements and provides funding to implement neighborhood solutions for roadway, sidewalk,

landscaping or park improvements. In addition, the City's Neighborhood Services program assists neighborhood associations in organizing, communicating, learning about city services, and problem solving.

> *Neighborhood Service Programs tend to thrive in areas where there is a sense of community, land use is diverse, residents identify with each other (similar issues and focus), and when there is a centralized public facility within the neighborhood for meetings and gatherings.*

A number of factors could be considered in defining neighborhood boundaries. Some factors are more relevant for land use planning, while others are more relevant for community organizing. Attachment 3 contains a map that visually highlights many of these factors for the AA neighborhoods.

Identity. Neighborhood boundaries are typically demarcated by perimeter features. These may include freeways or major arterials, railroad tracks, changes in land use pattern, or geographic divides (ravines, steep slopes, etc.).

Planning Data. Census data by block and tract is useful in neighborhood planning for evaluating area demographics. For transportation planning, Transportation Analysis Zones (TAZ's) are an important unit for purposes of traffic modeling.

Population. From the standpoint of managing a volunteer-based neighborhood organization, there is an undefined optimum number of people. The organization should be large enough to draw active participation but small enough to feel like a cohesive neighborhood. Kirkland's current neighborhoods range from a population of 1,317 in Everest to a population of 8,395 in North Rose Hill.

Issues. Neighborhoods often organize around common issues. These are frequently transportation systems, public safety, parks, schools, and commercial districts.

Land Use. A neighborhood with a variety of land uses lends a sense of diversity compared to a homogeneous single family neighborhood. A business district can create third place gathering spots and "grocery store encounters" for neighbors. In addition, neighborhood businesses provide opportunities for grants, picnic donations, newsletter advertising, etc. On the other hand, a neighborhood with a strong base of home ownership is important because it has proven more challenging to get participation in neighborhood activities from apartment residents.

Public Facilities. Elementary schools can be an essential base for a neighborhood. Families with younger children identify with school boundaries and PTSA's are already thriving volunteer grass roots organizations. Schools and fire stations provide necessary local meeting space for neighborhood organizations and offer a base for neighborhood emergency preparedness. Parks provide a place for neighborhood picnics and gatherings.

PROCESS

Staff suggests the following general process for deciding neighborhood boundaries for the Annexation Area:

- Identify community leaders in each neighborhood and meet discuss process and boundaries (spring, 2010)
- Go on a listening tour to review boundaries and gather input (summer, 2010)
- Review boundaries with Planning Commission (summer, 2010)

- Planning Commission recommends boundaries to City Council as part of 2010 Comprehensive Plan amendments (fall, 2010)
- City Council decides on boundaries (December, 2010)

The following questions could help frame the discussions with AA residents and the Planning Commission:

1. How do we assimilate AA neighborhoods into Kirkland's neighborhood fabric?

a. What community centers do people gather around?
b. What geographic landmarks do people identify most with?
c. How can we help foster sustainable neighborhood organizations?
d. Do we consider adjusting existing neighborhood boundaries? For example:
   i. Kirkland currently has a North Juanita neighborhood and a South Juanita Neighborhood. The AA North Juanita neighborhood will need to be identified separately or in conjunction with these neighborhoods.
   ii. Some commercial/industrial areas in the south Kingsgate neighborhood have been zoned TL (Totem Lake) due to comparable land use patterns.

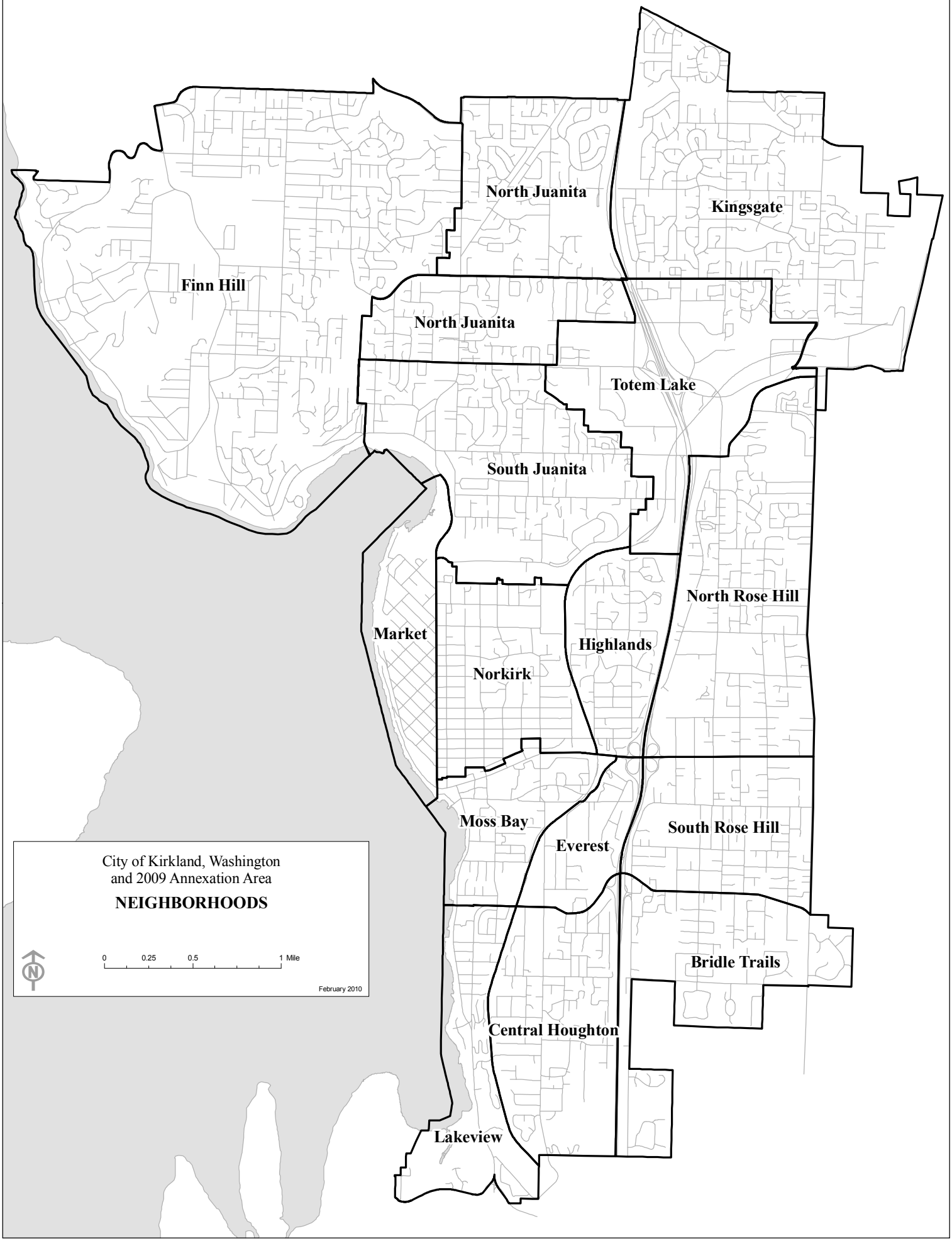
2. How large or small should a neighborhood be? Detailed geographic and demographic information is included as Attachment 2. In summary:

- The average acreage of Kirkland's current neighborhoods is 405 acres. Finn Hill includes 2,605 acres, Kingsgate 1,248 acres, and North Juanita 621 acres (see graph below).
- The average population of Kirkland's current neighborhoods is 3,706 residents. Finn Hill includes 15,200 residents, Kingsgate 11,700 residents, and North Juanita 5,600.

Cc: Kari Page

Attachments

1. Neighborhood Map
2. Neighborhood Data
3. Annexation Area Analysis Map


North Juanita
Kingsgate
Finn Hill
North Juanita
Totem Lake
South Juanita
North Rose Hill
Market
Highlands
Norkirk
Moss Bay
Everest
South Rose Hill
City of Kirkland, Washington
and 2009 Annexation Area
NEIGHBORHOODS
0
0.25
0.5
1 Mile
N
February 2010
Bridle Trails
Central Houghton
Lakeview

Size of Kirkland Neighborhoods

Largest **Smallest**

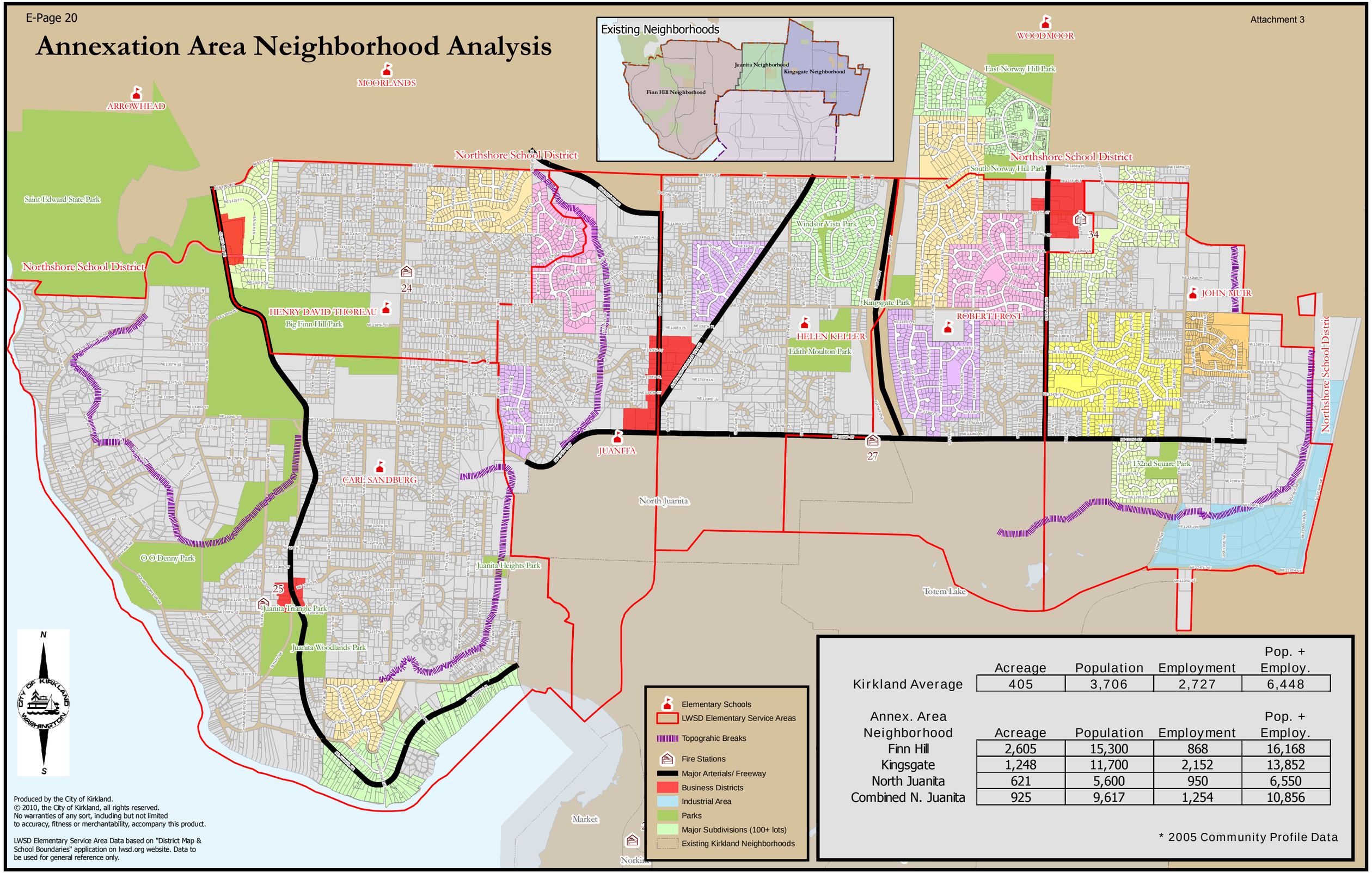
	Acres	Population	Employment	Pop. + Emp.
Kirkland				
Central Houghton	496	3,369	890	4,449
Everest	**173**	**1,317**	1,495	2,812
Highlands	249	2,478	**0**	**2,478**
Lakeview	293	2,937	8,263	11,200
Market	250	2,203	753	2,956
Moss Bay	246	4,469	5,580	10,049
Norkirk	355	3,869	1,004	4,873
North Rose Hill	**760**	6,762	2,176	8,938
South Rose Hill	397	3,103	843	3,946
Bridle Trails	403	2,184	615	2,799
Totem Lake	620	3,073	**12,668**	**15,741**
South Juanita	720	**8,395**	880	9,275
North Juanita	304	4,017	289	4,306
Average	**326**	**2751**	**2637**	**5403**

Combined Associations				
Bridle Trails & S. Rose Hill	800	5,250	1,458	6,708
North & South Juanita	**1,024**	**12,412**	1,169	13,581

Annexation Area				
North Juanita	621	5,600	950	6,550
Finn Hill	2,605	15,300	868	16,168
Kingsgate	1,248	11,700	2,152	13,852

Data from 2005 Community Profile

Annexation Area Neighborhood Analysis



	Acreage	Population	Employment	Pop. + Employ.
Kirkland Average	405	3,706	2,727	6,448

Annex. Area Neighborhood	Acreage	Population	Employment	Pop. + Employ.
Finn Hill	2,605	15,300	868	16,168
Kingsgate	1,248	11,700	2,152	13,852
North Juanita	621	5,600	950	6,550
Combined N. Juanita	925	9,617	1,254	10,856

* 2005 Community Profile Data

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LWSD Elementary Service Area Data based on "District Map & School Boundaries" application on lwsd.org website. Data to be used for general reference only.

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

MEMORANDUM

To: David Ramsay, City Manager

From: Eric Shields, Planning Director
Jeremy McMahan, Planning Supervisor

Date: February 11, 2010

Subject: Annexation Area Zoning, File No. ANN09-00001

RECOMMENDATION

Review requirements for establishing and amending zoning for the Annexation Area. Defer consideration of any amendments until after the effective date of annexation (June 1, 2011).

BACKGROUND

The City Council adopted zoning for the Annexation Area on July 21, 2009 (see Ordinance O-4196). A comparison of County and City regulations is included in Attachment 1 and a map of the AA zoning can be viewed on the City's annexation webpage. The effective date of the zoning ordinance is June 1, 2011, corresponding to the effective date of the annexation. Adoption of the zoning followed two public hearings held by the City Council, a public open house, a series of focus groups held with residents of the Annexation Area, SEPA review, and required review by the State Department of Commerce.

RCW 35A.14.330 authorizes code cities such as the City of Kirkland to provide for simultaneous adoption of a proposed zoning ordinance upon approval of the annexation by the electorate. On November 3, 2009, the annexation was approved by voters in the Annexation Area, including the zoning established by O-4196. The following is the text of the ballot measure:

> ***Proposition A***
> ***Proposed Annexation, Assumption of Indebtedness, and Adoption of Zoning Regulations***
>
> *The City of Kirkland has adopted Resolution R-4763 calling for election on the annexation of the Finn Hill, Kingsgate and North Juanita Annexation Area. Shall the Annexation Area be annexed to the City of Kirkland and shall all property within the area annexed be assessed and taxed at the same rate and on the same basis as property within the City of Kirkland to pay for the outstanding indebtedness of the City; and, subject to zoning under Ordinance 4196?*

Among other things, the RCW's establish that the zoning regulations may provide a time interval following an annexation during which the ordinance must remain in effect before it may be amended, supplemented or modified. O-4196 did not establish such a time interval.

Because the adopted zoning was part of the annexation proposition, property owners in the Annexation Area may have supported or opposed the annexation depending on the way their property will be rezoned when the annexation is effective. However, because the zoning did not include a limitation that it must stay in effect for a specified period of time, zoning amendments may be considered acceptable to the residents of the AA at any time following the effective date of annexation. Staff recommends that the best time to consider such amendments would be as part of the Annexation Area neighborhood planning process. The alternative would be to consider an amendment to the Zoning Code after the effective date of annexation but prior to the initiation of neighborhood plans for the AA neighborhoods.

PLANNING WORK PROGRAM

The draft Planning Work program is included as Attachment 2. Consideration of any changes to the adopted annexation zoning would need to be prioritized in relationship to other tasks identified.

Cc: Robin Jenkinson, City Attorney

Attachments

1. Comparison Charts
2. Planning Work Program

Comparison of Basic Zoning Regulations

"Low Density" Residential Zones (King County R-1 through R-8 compared to Kirkland RSX Zones)

The following summary of King County and City of Kirkland regulations is intended as a general overview. Due to the complexity of the standards and various provisos found in the regulations, readers are advised to review the actual codes if they have a specific question. The codes are available on the respective County and City websites.

Regulation:	King County:	Kirkland	Adopted Zoning Regulations (RSA Zones)
Maximum height	35′ but can reach 45′ if building setbacks increased	30′	30′ (35′ for Goat Hill area)
Minimum front yard setback	20′ for garage 10′ for main house	20′, but 13′ for open entry porches	City regulation
Minimum garage setback	No such regulation	8′ greater than required for reminder of the house, garage width limited to 50% of total width of front façade	City regulation
Minimum rear yard setback	5′	10′	City regulation
Minimum side yard setback	5′ each	5′ each	No change
Maximum lot coverage (all impervious surfaces)	R-1 zone 30% R-4 zone 55% R-6 zone 70% R-8 zone 75%	50%	City regulation (except 30% for RSA 1)
Maximum size of home (FAR - floor area ratio)	No such regulation	50% of lot size (20% for RSX 35)	City regulation (except 20% for RSA 1)
Residential density by zone	Units per acre (R-1, R-4, R-6 & R-8) Includes all areas for road dedication, easement road & wetland/streams. Minimum lot size is 2,500 sq ft.	Minimum lot size (Most common: 7,200 sq ft & 8,500 sq. ft.) Excludes areas for road dedication, some easement roads, & wetland/streams, but includes part of buffer.	Units per acre (RSA 1, RSA 4, RSA 6 & RSA 8) Includes all areas for road dedication, easement road & part of wetland/stream buffer. Minimum lot size is 70% of County zone.

Regulation:	King County:	Kirkland	Adopted Zoning Regulations (RSA Zones)
Size limit of vehicles, boats & trailers	Not regulated	Prohibits if greater than 9′ high and 22′ in length. Allows 24 hours for loading. May apply for permit to store if adequately screened. Enforced on complaint basis	City regulations, but "grandfather" existing as of effective date of annexation if registered with City 6 months after annexation.
Storage Containers	Not regulated	Only allowed on temporary basis	City regulations, but 10 year "sunset" on existing, no replacement allowed
Accessory dwelling units (ADU)	Must be in same building as primary unit if lot is less than 5,000 sq. ft. or on lots with more than one primary unit. Primary or accessory unit limited to 1,000 sq. ft. unless in attic or basement.	Size limited to 40% of combined primary and ADU sq. ft. Detached ADU limited to 800 sq. ft. Height cannot exceed 15′ above primary structure or greater than 25′, whichever is less.	City regulations
Home occupations	Limited to 20% of floor area of home, excluding garage and any other building on the site. One non-resident employee, but no limit on resident employee. Customers by appt only.	Limited to 500 sq. ft. Two non-resident employees. No more than 6 customers per day and no more than 2 at a time. One vehicle per business. May be able to exceed requirements through a zoning permit	City regulations

Regulation:	King County:	Kirkland	Adopted Zoning Regulations (RSA Zones)
Animals	Poultry/fowl: -Less than 21,780 sq. ft. lot: 3 per household -More than 21,780 sq. ft. lot: 1/1 sq. ft. structure (maximum structure size is 2,000 sq. ft., must be kept in building or pen) Livestock (horses, cows…): -Minimum 20,000 sq. ft. lot (without a permit) -6 per acre in a structure -3 per acre if outside	Poultry/fowl: -Less than 35,000 sq. ft. lot: not allowed -More than 35, 000 sq. ft. lot: 20 plus 1 for each additional 500 sq. ft. of lot area Livestock (horses, cows…): -Minimum 35,000 sq. ft. lot (without a permit) -2 per 35,000 sq. ft. plus 1 for each 17,500 sq. ft.	County regulations for lots less than 21,280 sq. ft., otherwise City regulations
Tree removal on existing lots[1]	Allowed (special regs. for Holmes Point Overlay)	Allows removal of up to 2 significant[2] trees per year. If last 2, replacement plantings required	City regulations (special regs. for Holmes Point Overlay)
Tree removal in new construction or major remodel	Allowed (special regs. for Holmes Point Overlay)	Prioritizes retention of significant trees in setbacks. Required tree density of 30 tree credits per acre. Incentives and variations to development standards available.	City regulations (special regs. for Holmes Point Overlay)

[1] Both City & County allow hazardous trees to be removed anywhere on the property and prohibit tree removal in greenbelts, wetlands, streams & hillside areas.
[2] In Kirkland, a significant tree is defined as 6″ diameter at 4.5′ from the ground. In King County, it is 8″ diameter for evergreens and 12″ diameter for deciduous trees at 4.5′ from the ground.

Regulation:	King County:	Kirkland	Adopted Zoning Regulations (RSA Zones)
Tree removal in subdivisions	Requires 10 significant trees or 5% of all trees to be saved, whichever is greater, excluding critical areas. Some trees can be counted as 2 tree credits if certain size and quality of tree are met.	Prioritizes retention of significant trees in setback yards and retention of tree groves. Required tree density of 30 tree credits per acre. Incentives and variations to development standards available.	City regulations (special regs. for Holmes Point Overlay)
Wetland buffers[3]	50′ – 200′, 15′ buffer setback	Wetlands 25′ – 100′, 10′ buffer setback	City regulations
Stream buffers	25′ – 115′, 15′ buffer setback	25′ – 75′, 10′ buffer setback	City regulations
Lake Washington buffer	115′, 15′ buffer setback	No buffers (zoning and shoreline setbacks apply)	City regulations

[3] City & County use different rating systems, buffer standards & buffer reduction provisions

Comparison of Basic Zoning Regulations

"Medium – High Density" Residential Zones (King County R-12 through R-24 compared to Kirkland RM 1.8 through RM 3.6 Zones

The following summary of King County and City of Kirkland regulations is intended as a general overview. Due to the complexity of the standards and various provisos found in the regulations, readers are advised to review the actual codes if they have a specific question. The codes are available on the respective County and City websites.

Regulation:	King County:	Kirkland	Adopted Zoning Regulations (RMA Zones)
Maximum height	60′ (up to 80′ in some zones with density incentives or transfer of development rights)	30′	35′
Minimum front yard setback	10′	20′	20′
Minimum rear yard setback	5′ (increased where adjoining low density)	10′	10′
Minimum side yard setback	5′ (increased where adjoining low density)	5′ min., two sides must equal 15′	5′ min., two sides must equal 15′
Maximum lot coverage (all impervious surfaces)	85%	60%	60%
Residential density by zone	12–24 units per acre	12-24 units per acre	No change

Comparison of Building Height Regulations

Commercial Zones (King County NC and CB compared to Kirkland BN and BCX Zones; King County O compared to Kirkland PR)

The following summary of King County and City of Kirkland regulations is intended as a general overview. Due to the complexity of the standards and various provisos found in the regulations, readers are advised to review the actual codes if they have a specific question. The codes are available on the respective County and City websites.

Business District	County Maximum Allowable Heights	City Maximum Allowable Heights	Adopted Zoning Regulations
North & South Finn Hill NB Zone	35′, but can reach up to 45′ if for every 1′ of additional height over 35′, the required yards are increased by 1′.	BN: 30′	35′ (BNA)
Juanita CB Zone	35′ (limited by NS P5 suffix)	BCX: 30′, may be increased through Process IIA	35′ (BC 1), no increases
Kingsgate CB Zone	35′ base, may be increased to 60′ subject to performance standards	BC and BCX: 30′, may be increased through Process IIA	35′ base (BC 2), may be increased to 60′ subject to performance standards
Juanita Office & R-48 Zone	45′-65′ subject to performance standards	30′	35′ base (PRA), may be increased to 60′ (3 story max.) through increased setbacks

Comparison of Other Regulations for Commercial Business Zones

Commercial Zones (King County CB compared to Kirkland BC and BCX Zones)

The following summary of King County and City of Kirkland regulations is intended as a general overview. Due to the complexity of the standards and various provisos found in the regulations, readers are advised to review the actual codes if they have a specific question. The codes are available on the respective County and City websites.

Use Regulations	King County	Kirkland	Adopted zoning regulations (BC 1 and BC 2 Zones)
Auto and boat sales	Not allowed in any annexation commercial zone	Allowed in most commercial zones	Allow in Kingsgate, & Juanita commercial areas
Storage service	Allowed only in Kingsgate commercial area	Allowed in limited commercial zones	Not allowed
Signs	Up to 20' high sign on a pole or a base	Up to 12' high sign on a base	City regulations
Lot coverage	Office 75% Commercial 85% Industrial 90%	Office 70% Commercial 80% Industrial 90%	City regulations

Density	King County	Kirkland	Adopted zoning regulations (BC 1 and BC 2 Zones)
Kingsgate and Juanita CB Zones	48 units/acre, incentives allow 150% increase, 200% increase if all affordable	No density limits in BC or BCX	48 units/acre. Kirkland's affordable housing incentives for density increases

PROPOSED 2010 – 2012 PLANNING WORK PROGRAM: LONG RANGE TASKS January 14, 2010

.

				2010												2011				2012			
TASK		**PROJECT MANAGER**	**2009 STAFF**	**J**	**F**	**M**	**A**	**M**	**J**	**J**	**A**	**S**	**O**	**N**	**D**	**1st**	**2nd**	**3rd**	**4th**	**1st**	**2nd**	**3rd**	**4th**
POLICIES, PLANS & REGULATIONS																							
1	**Comprehensive Plan**		**1.8 FTE**																				
	• Annual Comp Plan Update	**Brill**																					
	• GMA/Comp Plan	**Swan**																					
	• Transp. Principles/Policy	**PW - Godfrey**																					
	• Private Amendment Requests																						
	• Touchstone Planned Action	**Ruggeri**																					
2	**Neighborhood Plans**		**2.0 FTE**																				
	• Lakeview Plan	**Soloff**																					
	• Central Houghton Plan	**Ruggeri**																					
	• Bridle Trails & South Rose Hill																						
	• Everest and Moss Bay																						
3	**Code Amendments**		**.4 FTE**																				
	• Code enforcement consolidation	**Cox**																					
	• Misc. Code Amend	**Brill**																					
4	**Housing**		**.4 FTE**																				
	• Affordable Housing Regs																						
	• TOD @ Park & Ride	**Collins**																					
	• Housing Preservation	**Collins**																					
	• Affordable Housing Strategies	**Nelson/ARCH**																					
5	**Natural Env/Stewardship**		**2.7 FTE**																				
	• Shoreline Master Program	**Swan**																					
	• Critical Area Regs																						
	• Urban Forestry Program	**Powers**																					
	• LID/Green Codes	**Gaus/Barnes**																					
	• Green Building Program	**Barnes/Jensen**																					
	• Green Team/Env. Stewardship	**Stewart/Schroder**																					
6	**Database Management**	**Goble**	**.2 FTE**																				
7	**Regional Coordination**	**Shields**	**.1 FTE**																				
8	**Annexation**	**Various**	**1.5 FTE**																				
	• Update Maps																						
	• Amend Comp Plan																						
	• Update SMP																						
	• Update Regs																						
	• Wild Glen Annexation																						
	• Conduct Census																						
	• Prepare Neighborhood Plans																						
	Planning Commission Tasks																						
	Other Tasks																						

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

MEMORANDUM

To: David Ramsay, City Manager

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

Date: February 18, 2010

Subject: SUSTAINABLE KIRKLAND EARTH HOUR PROCLAMATION AND GREEN TIP

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 make a bold 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 on alleviating climate change, protecting our future and that of future generations. Locally, Earth Hour will occur on March 27th from 8:30 - 9:30pm. Sustainable Kirkland is working to increase public awareness of the event and will be present at the March 2nd City Council meeting to deliver the Green Tip and receive the proclamation.

Please direct any questions to Donna Burris at x3931 or Van Ingram-Lock at x3907.

A PROCLAMATION OF THE CITY OF KIRKLAND

Proclaiming "Earth Hour" on March 27, 2010 from 8:30-9:30 pm 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, the Kirkland City Council adopted Greenhouse Gas Reduction Targets on August 7, 2007, and directed staff to develop a long term action plan 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, the City Council on May 19, 2009, resolved that the City of Kirkland is committed to the long-range goal of stabilizing atmospheric concentrations of greenhouse gases, and adopted the Climate Protection Action Plan; and

WHEREAS, we are setting forth a bold vision for Kirkland to work toward solutions to the escalating climate crisis and protect our future and that of future generations;

NOW, THEREFORE, I, Joan McBride, the Mayor of Kirkland, do hereby proclaim March 27, 2010 from 8:30 – 9:30 p.m. as "Earth Hour" in Kirkland and call upon all residents and businesses to turn off their lights for one hour and join the City in pledging their support to climate protection.

Signed this 2nd Day of March, 2010

_____

Joan McBride, Mayor

KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
February 16, 2010

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. Joint Meeting with Houghton Community Council

Joining Councilmembers for this discussion in addition to City Manager Dave Ramsay were Community Development Review Manager Nancy Cox, Senior Planner Jon Regala, and Houghton Community Councilmembers John Kappler, Kathleen McMonigal, Betsy Pringle, Elsie Weber and Chair Rick Whitney.

4. EXECUTIVE SESSION

a. To Discuss Labor Negotiations

5. HONORS AND PROCLAMATIONS

6. COMMUNICATIONS

a. Announcements

b. Items from the Audience

Bob Style
Michael Heslop
Lisa McConnell
Alan Skow
Steve Ryan
Jean Guth
Terri Fletcher
Georgine Foster
Doug Engle
Tom Jones

c. Petitions

7. SPECIAL PRESENTATIONS

a. Committee to End Homelessness, 10 Year Plan Update, Bill Block, Project Director

b. Green Tips

Urban Forester Deb Powers conducted Plant Amnesty's pop quiz on Tree Biology.

8. CONSENT CALENDAR

a. Approval of Minutes:

(1) January 27, 2010

(2) February 2, 2010

b. Audit of Accounts:
Payroll $ 2,135,075.79
Bills $ 1,838,875.26
run # 889 check # 514826
run # 890 check #'s 514848 - 514999
run # 891 check #'s 515000 - 515053
run # 892 check #'s 515054 - 515210
run # 893 check # 515211

c. General Correspondence

(1) Bill Dunlap, Regarding Signs in Parks About Budget Reductions

This item was pulled for consideration under New Business, item 11.g.

(2) Gary Greenberg, Regarding the Former Burlington Northern Santa Fe Eastside Rail Corridor

(3) Liv Grohn, Regarding Continuing the Neighborhood Connection Program for 2010

This item was pulled for consideration under New Business, item 11.e.

(4) JonErik Johnson, Regarding Parking and Construction Impacts to Downtown Business

(5) Gary Rubens, Regarding the City of Kirkland's Business Tax

This item was pulled for consideration under New Business, item 11.f.

d. Claims

(1) Heath and Krista Albers

(2) Dennis A. Conrad

(3) Lavelle R. Johnson

(4) King County Risk Management Program

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) NE 124th Street and 124th Avenue NE Intersection (Phase 1) and Water Quality Improvements Project, Johansen Excavating, Inc.

g. Approval of Agreements

h. Other Items of Business

(1) Fire Paging and Alerting

(2) Ordinance No. 4233, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO A SALARY REDUCTION FOR CITY MANAGER."

(3) Ordinance No. 4234, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO PARKING REGULATIONS AND AMENDING CHAPTER 12.45 OF THE KIRKLAND MUNICIPAL CODE TO ADD A NEW SECTION 12.45.320."

This item was pulled for consideration under New Business, item 11.h.

(4) Ordinance No. 4235, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND VACATING THE JUANITA BAY PARK TOWNHOMES PLAT BASED ON AN APPLICATION FILED BY JOHN PARSAEI OF MORGAN DESIGN GROUP, FILE NO. PSB09-00001."

This item was pulled for consideration under New Business, item 11.d.

(5) Resolution R-4801, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNER LESTER E. HILL."

(6) Resolution R-4802, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNER SUSAN R. LIBAK."

(7) Surplus Vehicles/Equipment for Sale

Fleet #	Year	Make	VIN/Serial Number	License #	Mileage
PU-31	2002	Chevrolet Silverado 1500	1GCEC14V92Z256015	34405D	59,806
PU-33	2002	Chevrolet Silverado 1500	1GCEC14VX2Z255147	34406D	83,245
PXX-59	1999	Saab Sedan	YS3EF48E2X3023230	49182D	116,830

Motion to Approve the Consent Calendar with the exception of items 8.c.(1)., 8.c.(3)., 8.c.(5)., 8.h.(3)., 8.h.(4), which were pulled for consideration under New Business, and edits to the response letter for 8.c.(4). as discussed.
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.

9. PUBLIC HEARINGS

10. UNFINISHED BUSINESS

a. Parking Advisory Board Update

Chair Jack Wherry reviewed the recently completed stakeholder process and requested Council direction on proposed work plan items.

Council recessed for a short break.

b. Lodging Tax Advisory Committee Structure and Recruitment

Economic Development Manager Ellen Miller-Wolfe received Council input and will bring back the item at a future meeting following further discussion with the Committee.

c. N.E. 85th Street Corridor Improvements Projects Update

Public Works Interim Director Ray Steiger provided a review of the status and current issues on the project.

d. Street Maintenance Strategy

Public Works Project Engineer Andrea Dasovich and Public Works Interim Director Ray Steiger presented the proposed strategies and received Council comment and direction.

e. Burlington Northern Santa Fe Railroad/Eastside Corridor Update

Transportation Engineering Manager David Godfrey reviewed the current status of the issues being considered and received Council feedback.

11. NEW BUSINESS

a. Ordinance No. 4236 and its Summary, Authorizing and Providing for the Acquisition of Interests in Land for the Purpose of Construction of the NE 68th Street/108th Avenue NE Intersection Improvements Project Within the City of Kirkland; Providing for Condemnation and Taking of Land and Property Rights Necessary Therefor, Providing for the Cost of Property Acquisition and Authorizing the Initiation of Appropriate Proceedings in the Manner Provided by Law for Said Condemnation

This item was pulled from consideration and will be brought back at a future meeting.

b. Annexation Area Appointments to Boards and Commissions

Assistant City Manager Marilynne Beard responded to Council questions and received direction to bring back legislative action to temporarily increase the size of four boards and to expand eligibility on those to include annexation area residents.

c. Annexation State Sales Tax Credit:

(1) Ordinance No. 4237, Relating to Adopting a New Chapter 5.07 of the Kirkland Municipal Code Imposing a Sales and Use Tax as Authorized by RCW 82.14.415 as a

Credit Against the State Tax Relating to Annexations

Interim Financial Planning Manager Sri Krishnan responded to Council questions and comment.

Motion to Approve Ordinance No. 4237, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ADOPTING A NEW CHAPTER 5.07 OF THE KIRKLAND MUNICIPAL CODE IMPOSING A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST THE STATE TAX RELATING TO ANNEXATIONS."
Moved by Councilmember Jessica Greenway, seconded by Councilmember Bob Sternoff
Vote: Motion carried 6-1
Yes: Councilmember Jessica Greenway, Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.
No: Councilmember Dave Asher.

(2) Resolution R-4803, Authorizing the City of Kirkland to Impose a Sales and Use Tax as Authorized by RCW 82.14.415 as a Credit Against State Tax, Relating to Annexations

Motion to Approve Resolution R-4803, entitled "A RESOLUTIOIN OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY OF KIRKLAND TO IMPOSE A SALES AND USE TAX AS AUTHORIZED BY RCW 82.14.415 AS A CREDIT AGAINST STATE TAX, RELATING TO ANNEXATIONS."
Moved by Councilmember Jessica Greenway, seconded by Deputy Mayor Penny Sweet
Vote: Motion carried 6-1
Yes: Councilmember Jessica Greenway, Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.
No: Councilmember Dave Asher.

d. Ordinance No. 4235, Vacating the Juanita Bay Park Townhomes Plat Based on an Application Filed by John Parsaei of Morgan Design Group, File No. PSB09-00001

This item (8.h.(4).) was pulled from the Consent Calendar for discussion and consideration.

Motion to suspend Council rule, section 26, and vote on the plat vacation this evening.
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.

Motion to Approve Ordinance No. 4235, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND VACATING THE JUANITA BAY PARK TOWNHOMES PLAT BASED ON AN APPLICATION FILED BY JOHN PARSAEI OF MORGAN DESIGN GROUP, FILE NO. PSB09-00001."
Moved by Councilmember Bob Sternoff, seconded by Councilmember Jessica Greenway
Vote: Motion carried 6-1

Yes: Councilmember Jessica Greenway, Councilmember Doreen Marchione, Mayor Joan McBride, Councilmember Bob Sternoff, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.
No: Councilmember Dave Asher.

e. Liv Grohn Correspondence

This item (8.c.(3).) was pulled from the Consent Calendar for discussion and consideration.

Motion to Approve sending the draft response to Liv Grohn with revisions as discussed.
Moved by Councilmember Jessica Greenway, seconded by Councilmember Dave Asher
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.

f. Gary Rubens Correspondence

This item (8.c.(5).) was pulled from the Consent Calendar for discussion. Council asked for revisions to the draft response to come back for consideration at a future meeting.

g. Bill Dunlap Correspondence

This item (8.c.(1).) was pulled from the Consent Calendar for discussion and consideration.

Motion to Approve sending the draft response to Bill Dunlap with revisions as discussed.
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.

h. Ordinance No. 4234, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO PARKING REGULATIONS AND AMENDING CHAPTER 12.45 OF THE KIRKLAND MUNICIPAL CODE TO ADD A NEW SECTION 12.45.320."

This item (8.h.(3).) was pulled from the Consent Calendar for discussion and consideration.

Motion to Approve Ordinance No. 4234, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO PARKING REGULATIONS AND AMENDING CHAPTER 12.45 OF THE KIRKLAND MUNICIPAL CODE TO ADD A NEW SECTION 12.45.320."
Moved by Councilmember Jessica Greenway, seconded by Councilmember Bob Sternoff
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 regarding a recent Puget Sound Regional Council Joint meeting between its Transportation Board and Growth Management Planning Board; Suburban Cities Association Public Issues Committee meeting; New Partners for Smart Growth Conference; and Lodging Tax Advisory Committee meeting.

b. City Manager

(1) 2010 Legislative Update 4

Intergovernmental Relations Manager Erin Leonhart requested Council direction on several items of legislative business.

Motion to send a letter of support for Engrossed Substitute Senate Bill 6130.
Moved by Councilmember Dave Asher, seconded by Councilmember Doreen Marchione
Vote: Motion carried 5-2
Yes: Councilmember Dave Asher, Councilmember Doreen Marchione, Mayor Joan McBride, Deputy Mayor Penny Sweet, and Councilmember Amy Walen.
No: Councilmember Jessica Greenway, and Councilmember Bob Sternoff.

(2) Calendar Update

13. ADJOURNMENT

The Kirkland City Council regular meeting of February 16, 2010 was adjourned at 11:55 p.m.

City Clerk

Mayor

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

MEMORANDUM

To: David Ramsay, City Manager

From: John MacGillivray, Solid Waste Coordinator
Ray Steiger, Interim Public Works Director

Date: February 18, 2010

Subject: Response Letter to Sustainable Kirkland

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to sign the attached response letter to Sustainable Kirkland regarding a potential Kirkland food service product polystyrene ban.

BACKGROUND DISCUSSION

Solid Waste staff met with Sustainable Kirkland on November 5, 2009 to discuss their interest in supporting plastic bag and polystyrene bans in Kirkland in 2010. At the meeting, staff advised Sustainable Kirkland to select and lend their support to one of the proposed bans and to write a letter to the City Council.

Due to our well-established Commercial Organics Program, Kirkland is programmatically well-positioned to support a polystyrene ban ordinance requiring food producing businesses to use approved compostable food service products. The commercial organics program accepts all approved compostable food service products and is provided free of charge to businesses. Relative to a plastic bag ban or tax, a polystyrene ban also offers the better opportunity to divert waste from the landfill.

FUTURE ACTION

Solid Waste staff is very interested in partnering with Sustainable Kirkland but is currently unable to dedicate any significant amount of time to this project due to the added work load resulting from the pending annexation. Staff will need assistance from Sustainable Kirkland to complete many of the tasks needed to gauge overall community interest in a ban, build business community consensus, draft a balanced staff report, and make an educated recommendation to Council that's appropriate for Kirkland. Activities Sustainable Kirkland may be able to provide include researching other cities' ordinances and bans, determining and evaluating compliance enforcement mechanisms and costs, determining the costs of compostable products relative to polystyrene products, and surveying food producing businesses and schools.

Staff will contact representatives from Sustainable Kirkland to schedule a meeting and discuss how we can collaborate on this issue.

Any questions can be sent to John MacGillivray, Solid Waste Coordinator at (425) 587-3804 or via email at jmacgillivray@ci.kirkland.wa.us

RECEIVED
FEB 09 2009
CITY OF KIRKLAND
CITY MANAGER'S OFFICE

Sustainable Kirkland

Creating an environmentally friendly Kirkland

To the Honorable Kirkland City Council:

On behalf of the members of Sustainable Kirkland, I am writing to suggest that the Kirkland City Council prohibit the use of expanded polystyrene food service containers, and require food service businesses, including restaurants and grocery stores in Kirkland to transition to compostable and recyclable alternatives. We request that City of Kirkland staff develop a staff report to determine the feasibility of, and alternatives for such a proposal.

Sustainable Kirkland is part of the "Sustainable Communities ALL Over Puget Sound" (SCALLOPS) nonprofit network. SCALLOPS's goal is to advance regional sustainability by helping area sustainability groups build relationships, share resources, and assist each other to achieve grassroots change.

Similar ordinances have been successful in other cities and may serve as models for the City of Kirkland. An ordinance banning polystyrene and requiring recyclable containers at food service establishments was passed by the Seattle City Council in July, 2008 and takes effect this year. Polystyrene containers have been banned from food service businesses in Portland, Oregon since 1990 and in San Francisco since 2007.

Polystyrene is a petroleum-based plastic commonly known as Styrofoam. Impacts of polystyrene food packaging include:

- When dumped into the environment as litter, polystyrene is notorious for breaking into pieces that choke animals and clog their digestive systems.
- Polystyrene production can be very damaging to the earth's ozone layer.
- A 1986 EPA report on solid waste named the polystyrene manufacturing process as the 5th largest creator of hazardous waste, polluting the air and creating large amounts of liquid and solid waste.
- The National Bureau of Standards Center for Fire Research identified 57 chemical byproducts released during the combustion of polystyrene foam.
- Toxic chemicals leach out of these products into the food that they contain (especially when heated in a microwave). These chemicals threaten human health and reproductive systems.
- These products are made with petroleum, a non-sustainable and heavily polluting resource.

While the technology for recycling polystyrene is available, the market for recycling this material is very small and shrinking. Fortunately, environmentally friendly and *less expensive* alternatives are available. Many Kirkland restaurants, including Taco del Mar, The Original Pancake House, and Pegasus Pizza are already leading the way by using compostable containers on a daily basis.

By banning polystyrene containers at food service businesses in the City, Kirkland would continue its environmental leadership. Sustainable Kirkland members look forward to working with the City of Kirkland's Solid Waste Division staff on the proposed legislation. We are also available to help educate local businesses about alternatives to polystyrene containers.

Many thanks for your consideration.

Claire Hoffman

Claire Hoffman on behalf of Sustainable Kirkland

March 3, 2010 **D R A F T**

Sustainable Kirkland
c/o Ms. Eileen Kadesh and Mr. Doug Burgesser
10627 NE 123rd St
Kirkland, WA 98034

RE: Kirkland Polystyrene Ban

Dear Ms. Hoffman, et al.,

Thank you for your letter to the Kirkland City Council expressing your support for a ban on polystyrene food service products.

We agree that polystyrene packaging can have many substantial negative environmental impacts and that compostable and/or recyclable food service products are a more sustainable alternative. Kirkland's commercial organics collection program could also dovetail well with an ordinance requiring the use of compostable food service products. However, we also must carefully research, study, and weigh the environmental benefits of a polystyrene ban relative to its potential economic impacts on our business community.

We would welcome the opportunity to partner with Sustainable Kirkland and learn more about this important issue. Solid Waste staff has indicated its willingness to meet with you to discuss how this initiative may fit into their 2010 work plan and to discuss how Sustainable Kirkland's members may be of assistance in researching other similar legislation, providing education and outreach to local food service providers, and in building a community consensus surrounding a potential polystyrene ban.

Kirkland Solid Waste staff will contact you to schedule a meeting. If you have any further questions, please don't hesitate to contact John MacGillivray, Solid Waste Coordinator at (425) 587-3804 or via email at jmacgillivray@ci.kirkland.wa.us.

Sincerely,
Kirkland City Council

by Joan McBride, Mayor

Council Meeting: 03/02/2010
Agenda: Claims
Item #: 8. d.

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

MEMORANDUM

To: David Ramsay, City Manager

From: Kathi Anderson, City Clerk

Date: February 18, 2010

Subject: CLAIM(S) FOR DAMAGES

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

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

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

(1) Ethel E. Hosea
6232 106th Avenue NE
Kirkland, WA 98033

Amount: $25,000.00

Nature of Claim: Claimant states damage resulted from tripping on an uneven sidewalk.

(2) David Morales
15442 84th Avenue NE
Kenmore, WA 98028

Amount: $1,048.37

Nature of Claim: Claimant states damage to vehicle resulted from driving over an open manhole.

(3) Marjorie Waldron
116 Waldron Drive
Butte, Montana

Amount: Unspecified Amount

Nature of Claim: Claimant states damage resulted from City vehicle striking house.

CITY OF KIRKLAND
Department of Planning and Community Development
123 Fifth Avenue, Kirkland, WA 98033 425-587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Dawn Nelson, AICP, Planning Supervisor
Arthur Sullivan, ARCH Program Manager

Date: February 18, 2010

Subject: ARCH INTERLOCAL AGREEMENT, FILE MIS10-00001

RECOMMENDATION

Staff recommends that the City Council approve the enclosed resolution, authorizing the City Manager to sign on behalf of the City the Interlocal Agreement for ARCH.

BACKGROUND DISCUSSION

ARCH staff have checked in with all member City Councils and their attorneys and received input on the proposed modifications to the Interlocal Agreement. The Kirkland City Council reviewed the proposal at the February 2, 2010 meeting. Attachment 1 includes background information and a summary of the proposal. Attachment 2 is a redlined copy of the Interlocal showing proposed changes. A clean copy of the Interlocal is included as Exhibit A to the resolution. The amended Interlocal Agreement will go into effect on July 1, 2010. Arthur Sullivan will attend the March 2nd City Council meeting to answer questions.

ATTACHMENT 1
ARCH INTERLOCAL AGREEMENT
MARCH 2, 2010 CITY COUNCIL MEETING

A Regional Coalition for Housing

Family Resource Center Campus
16225 NE 87th Street, Suite A-3 ♦ Redmond, Washington 98052
(425) 861-3677 ♦Fax: (425) 861-4553 ♦ WEBSITE: www.archhousing.org

TO: Councils of ARCH member jurisdictions

FM: Steve Anderson, Deputy City Manager, Bothell
Chair, ARCH Executive Board
Arthur Sullivan, Program Manager

RE: Amendments to ARCH Interlocal Agreement

DATE: February 12, 2010

The ARCH Executive Board is forwarding to councils of members of ARCH a recommendation to adopt amendments to the ARCH Interlocal Agreement. The primary purpose of the amendments is to streamline the administration of housing trust fund monies for ARCH members and local housing agencies once projects are approved by councils. This is done by expanding the role of its administering member. The Executive Board also recommends expanding ARCH's sphere of influence to include 4 cities within the Snoqualmie Valley. The proposed amended Interlocal Agreement will not change the underlying function of ARCH in terms of its Interlocal Agency structure, core activities, and its role to assist its members in their individual and collective efforts to address affordable housing needs in our members' communities. The following memo describes the proposed revisions to the ARCH Interlocal Agreement in more detail.

Background

ARCH is an interlocal agency whose members consist of 15 Eastside cities and King County. Its mission is to promote the creation of affordable housing, assist members with allocation of city funds for affordable housing, and assist members with developing and implementing local housing plans programs. ARCH was created in 1993, and has grown from an original membership of 3 cities and King County, to today's current total of 16 member jurisdictions.

Because ARCH is an interlocal agency with a joint board, it is not a separate legal entity. It cannot sign contracts, own property, hire employees, or undertake other similar activities. ARCH's administrative budget is funded with support from all members, and has been administered through the City of Bellevue since its inception.

Housing Trust Fund Administration

The current Trust Fund process is that each Council sets aside funds for affordable housing in their budget. ARCH then screens applications for funding and returns to each Council with recommendations for specific projects for each council to review and approve. Typically, any single housing project is supported by several cities (one recent project had funding from 10 cities), each of which executes a separate funding agreement with the same project developer.

Once approved by a City Council, ARCH staff provides much of the staff support working with the applicant and each City to prepare the contracts, administer the release of funds and monitor projects over time. The current process, in addition to requiring ARCH and city staff time to create multiple sets of documents, adds complexity for the applicant in both preparing, and over time, administering separate contracts for each city, and monitoring each city's funds.

For over a year, the ARCH Board has looked into ways in which, once Councils approve a project, the administration of funds and funding agreements could be streamlined and simplified. Specifically, the goal was to find a mechanism by which a single contract could be executed with a developer addressing the contributions of multiple cities to any single development project. After exploring a range of options, including creating a non-profit corporation, the recommendation is to expand the role of ARCH's administering member. One reason for taking this approach is that several councils commented that ARCH's existing structure is working well, and this approach has the least impact on ARCH's current overall structure.

As proposed, the "administering agency" would hold the Housing Trust Funds of multiple jurisdictions. Once a project is approved by Councils, the administering agency would enter into a Funding agreement with a developer—a single agreement for each housing project, under which funds from multiple jurisdictions could be applied and tracked.

Impact of Implementing Change to the Interlocal Agreement

If the Member Cities approve the proposed changes to the Interlocal Agreement, the member councils' involvement will remain essentially unchanged. Other administrative and operational activities will change. Impacts of the amendments include:

<u>What Stays the Same</u>

- Councils roles including:
    - Council approval of ARCH Work Program and Administrative Budget;
    - Housing trust fund roles including:
        - Setting aside funds for the Trust Fund through the budget process;
        - Approving individual projects proposed for funding.
- ARCH's governing structure (Executive Board, Citizen Advisory Board).
- Trust Fund application review process, including review by staffs, ARCH CAB, ARCH Executive Board, and approval by councils.
- ARCH assistance to cities for other items in the ARCH Work Program. For example:
    - Assisting cities with developing and administering locally developed plans, regulations and programs related to affordable housing;
    - Assisting member cities with local discussions related to affordable housing needs in their community;
    - Collection of housing data for individual cities and the collective 'Eastside';
    - Representing members' perspective at regional meetings.
- ARCH staff remain employees of the City of Bellevue.

What Changes

- Once Trust Fund projects are approved by Councils, the Administrating Agency contracts with developers. (Consolidates multiple contracts into a single contract through the Administrating Agency).
- The Administrating Agency would establish a centralized financial accounting system in behalf of all members that would monitor all housing funds both collectively and for each individual city. Members are encouraged, but not required to administer their housing funds through this accounting system.
- ARCH Sphere of Influence- ARCH membership is defined by the ARCH Sphere of Influence. Currently all cities within the ARCH Sphere of Influence are members of ARCH. When ARCH was first formed it was anticipated that it might be worth expanding ARCH's Sphere of Influence at some point to include those cities within the Snoqualmie Valley that must plan under the Growth Management Act (Carnation, Duvall, North Bend, Snoqualmie). The proposed amendments expand the ARCH "Sphere of Influence" to include these Snoqualmie Valley cities. This does not mean these cities must join ARCH at this time; it provides an opportunity for these cities to join ARCH, with ARCH Executive Board approval. This would be similar to what was done in the past for other cities in East King County.

Proposed Amendments to ARCH Interlocal Agreement

A redlined copy of the Interlocal Agreement is attached. The document is presented as an "Amendment and Restatement" of the existing Interlocal: it incorporates amendments already approved by the Parties and adds a series of new changes to accomplish the proposed streamlining. The goal has been to minimize changes to ARCH's overall structure and role in working with members of ARCH.

Amendments to the Interlocal Agreement fall into the following categories:

1. Tasks related to implementing centralized administration of the Housing Trust Fund:
   a) Expanding role of Administering Agency and process for appointing Administering Agency;
   b) Establishing a Trust Fund Account by the Administering Agency;
   c) Process for administering contracts of individual projects awarded Housing Trust Funds.

2. Governance Changes:
   a) Expanding ARCH's Sphere of Influence;
   b) Amending the Interlocal Agreement for more administrative items.

3. Housekeeping updates and adding boilerplate sections.

A more detailed discussion of each of these topics follows.

1. Tasks related to implementing centralized administration of the Housing Trust Fund

a) Executive Board appointment of the Administering Agency.

The Executive Board can appoint one of its members to be the Administering Agency, which now includes the expanded role of administering the Housing Trust Fund. This action will require a two thirds vote of the Executive Board (Section 4.d(5), 6.c). The City of Bellevue has historically served this role for ARCH, and is anticipated to be the Administrating Agency under the revised Interlocal Agreement.

b) Establish a Housing Trust Fund Account.
The Interlocal Agreement now explicitly creates an 'ARCH Fund' administered by the Administering Agency. There are two main accounts in the ARCH Fund (Sections 3.b, 4.d(6), 12):

- "**ARCH Operating Account"**—for operating budget monies. The ARCH administrative operating budget continues to be approved annually by all member councils. This is essentially the account that Bellevue has maintained over the years for paying ARCH's administrative costs.
- **"Housing Trust Funds Account**." This is a new account, and operates essentially as a housing trust fund for the Parties. Each member contributing housing funds through this account will have two layers of accounts:
    - "Individual Account" Each member will have an account set up into which its Housing Trust Fund contributions will be deposited.
    - "Project Account" Within each Individual Account there will be a separate account for each housing project to which the member council approves housing trust fund monies.

Through this structure, each member's contributions, withdrawals and any remittances to its Individual Account will be tracked by the Administering Agency. No funds can be disbursed from the Individual Account without that member's consent. Each member can request a return of any and all uncommitted funds in its Individual Account. The funds will be invested per state law and proportionally credited to individual member accounts. The decision of a member jurisdiction to deposit funds in the Housing Trust Funds Account is voluntary. Regular monitoring reports will be provided to members regarding the status of the ARCH Fund and individual members accounts.

c) Outline the process for contracting of Housing Trust Fund Monies.
Section 12(f) of the Amended and Restated Interlocal Agreement provides direction on the contracting of funds for individual projects, including:

- Each member's approval of funding for specific projects will be done by its council adopting a resolution that will include the key terms and conditions, as recommended by the Executive Board (same as the current process).
- The members will work through the Executive Board to develop a set of standard funding agreements for projects.
- For each project receiving funding through the ARCH Trust Fund, the Administering Agency will sign a single set of funding documents with the developer on behalf of all Participating Parties.
  The Administering Agency disburses funds to the developer in accordance with the conditions of the agreements.
- Any repayments from specific projects shall be deposited into each Party's Individual Account on a pro rata basis based on original funding contributions of the Parties.

This section also has language on how to address a situation where there is a problem with a project that rises to the level of a default or need to take some other action against the developer or other third party. The participating Parties must authorize and direct the Administering Agency to take action. In the event any proceeds are recovered through such action, they are returned to the funding Parties on a pro-rata basis.

2. Governance Changes.

There are two governance changes proposed for the Interlocal Agreement.

a) Expand ARCH Sphere of Influence. (Section 1, 17) Attachment A to the Interlocal Agreement would be amended to include the Snoqualmie Valley thus allowing incorporated cities in that area (Carnation, Duvall, North Bend, Snoqualmie) to join ARCH. This does not mean these cities would join ARCH at this time, but it would mean these cities could join ARCH, with ARCH Executive Board approval. This would be similar to what was done in the past for other cities in East King County.

b) Future Amendments to the Interlocal Agreement. (Section 16) An additional governance change is to revise the method for amending the Interlocal Agreement. Previously any amendment required approval of all member councils. Now there is a list of items that require approval of all member councils including: terms and conditions of membership on the Executive Board; powers of the Executive Board; voting rights of Executive Board members; Party contribution responsibilities; hold harmless and indemnification requirements; provisions regarding duration, termination or withdrawal; and provisions for amending the Interlocal Agreement. Amendments related to other items can be approved by a supermajority of the member councils. The interest in doing this is that there is now more detailed language related to administrative items such as the Trust Fund Account, and this would simplify making more administrative type updates to the Interlocal Agreement.

4. Housekeeping and Boilerplate Sections.

There are a range of housekeeping types of updates to the Interlocal Agreement. These include:

- Several sections have been added that are useful "boilerplate" in agreements, including a simple conflict resolution clause, venue, notice and assignment, etc. The most important of these sections is a new expanded Indemnification and Hold Harmless clause, which is at Section 14. This includes cross indemnification of all parties, including the Party acting as Administering Agency.
- Since ARCH is not a separate legal entity, references to ARCH "entering into contracts" or having "employees" have been deleted. Also, other clarifications such as deleting some references to the original agreement which are no longer applicable.
- The agreement restates amendments previously approved to the original 1993 Interlocal Agreement (shaded, underlined text).

~~First~~ Amended and Restated Interlocal Agreement for ARCH
A Regional Coalition for Housing
~~January, 1993~~

(Effective Date: July 1, 2010)

***[Drafters note:** The Agreement is a cumulative redline. Amendments to the Agreement approved prior to 2010 are noted in shaded underlined text, with end notes at each such section noting the date of amendment.]*

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Bellevue, Kirkland, ~~and~~ Redmond, Bothell, Woodinville, Issaquah, Mercer Island, Newcastle, Beaux Arts, Clyde Hill, Hunts Point, Medina, Yarrow Point, Kenmore and Sammamish, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government (individually, the "Party", collectively, the "Parties"). This Agreement amends and restates the prior agreements by and between the Parties relating to the creation and operation of the joint board known as A Regional Coalition for Housing("ARCH"). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, ~~Eastside communities~~ the Parties have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, ~~Eastside communities~~ the Parties desire to provide a sound base of housing policies and programs ~~on the Eastside~~ in East King County and to complement the efforts of existing organizations to address ~~Eastside~~ housing needs in East King County; and

~~WHEREAS, citizen housing task forces were formed by the City of Bellevue and the City of Kirkland to make recommendations concerning how local governments could better meet affordable housing needs on the Eastside; and~~

~~WHEREAS, the City of Redmond adopted policies supporting an active approach to increasing the supply of affordable housing for Redmond residents; and~~

~~WHEREAS, staff from Bellevue, Kirkland, Redmond and King County formed a study group to review the recommendations of the Housing Task Force and to review the feasibility of addressing such affordable housing needs on a cooperative basis; and~~

WHEREAS, the Parties desire to act cooperatively to formulate affordable housing goals and policies, to foster efforts to provide affordable housing by combining public funding with private-sector resources, to support implementation of the goals of the state

Growth Management Act and related Countywide Planning Policies relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, the P~~p~~arties have determined that the most efficient and expeditious way for the P~~p~~arties to address ~~Eastside~~ affordable housing needs in East King County is through cooperative action by the P~~p~~arties; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable-housing-related services; now therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. All P~~p~~arties to this Agreement ~~(hereinafter referred to as "Parties")~~ have responsibility for local and regional planning for the provision of housing affordable to citizens that work and/or live ~~on the Eastside~~ in East King County. ~~—~~The Parties desire to act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources. The Parties further intend that this interlocal agreement serve as ~~the~~ a legal ~~basis~~ framework for all ~~Eastside~~ communities within the ARCH sphere of influence (See **Exhibit A**) to cooperate in planning for and providing affordable housing; the Parties therefore encourage other ~~Eastside communities~~ cities in East King County to join the ~~initial~~ Parties in this endeavor.

2. STRUCTURE. To accomplish the purposes of this Agreement, the Parties hereby create a joint and cooperative undertaking ~~an administrative entity~~ responsible for administering the activities described herein, to be called A Regional Coalition for Housing ("ARCH"). ARCH shall be governed by an Executive Board ~~composed of the chief executive officer of each Party.~~ composed of members as provided for in section 4.a of ~~the~~ this Agreement. The Executive Board shall constitute a "joint board" as that term is used in RCW 39.34.030(4). The Executive Board shall be assisted by an administrative staff and by a Citizen Advisory Board. ~~The organizational structure of ARCH shall be generally as set forth in the diagram attached hereto as **Exhibit B**.~~ *[amendment approved 11/99]*

3. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of this Agreement, ARCH shall have the following responsibilities and authority:

a. To provide recommendations to the Parties regarding the allocation of public funding for affordable housing purposes.

b. Through its Administering Agency (defined in Section 5), to enter into agreements with third parties for the use and application of public funds contributed by individual Parties to the ARCH Housing Trust Funds Account established in Section 12, under such terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 12. ~~Those parties which request that ARCH make allocation recommendations concerning the use of housing funds either individually or jointly with any other party(s), may place conditions on the use of those funds.~~ ARCH shall, at least annually, report to the Parties on the geographic distribution of all housing trust funds as recommended by ARCH.

c~~b~~. To provide recommendations to the Parties regarding local and regional affordable housing policies. ARCH will assist the Parties in developing strategies and programs to achieve Growth Management Act housing goals. ARCH will provide technical assistance to any Party adopting land use incentives or affordable housing programs. ARCH staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils upon request by a Party. ARCH will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet the Growth Management Act objective for an equitable and rational distribution of low- and moderate-income housing.

d~~c~~. To facilitate cooperation between the private and public sector with regard to the provision of affordable housing. ARCH will work directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable housing projects. ARCH will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments. ARCH will also provide assistance in making surplus sites available for affordable housing and in developing affordable housing alternatives for such sites.

~~d~~e. To develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.

~~e~~f. To provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.

~~f~~g. To provide support and educational activities and to monitor legislative and regulatory activities related to affordable housing at the state and federal levels.

~~g~~h. To develop and to carry out procedures for monitoring of affordable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs, etc.

~~h~~i. To work directly with other public and private entities for the development of affordable housing policies and to encourage the provision of affordable housing.

~~i~~j. Pursuant to the direction of the Executive Board, to take other appropriate and necessary action to carry out the purposes of this Agreement.

4. EXECUTIVE BOARD.

a. Membership. ARCH shall be governed by an Executive Board composed ~~of the chief executive officer of each Party~~ of the chief executive officer of each Party, with the following exception. There will not be more than two members on the Executive Board representing cities with population less than 5,000 persons, unless approved by the Executive Board. In the event that there are more than two P~~p~~arties that are members of ARCH with population less than 5,000 persons, then those P~~p~~arties will propose to the Executive Board for the Executive Board's approval, a method for shared membership on the Executive Board by those Parties. Any member of the Executive Board representing more than one Party must be approved by the chief executive officer of those Parties being represented by the shared Executive Board member. The Executive Board shall administer this cooperative undertaking pursuant to the terms of this Agreement and pursuant to any procedures adopted by the Executive Board. *[amendment approved 11/99]*

b. Chair. The Chair of the Executive Board shall be elected by the members of the Board from the Board membership; shall preside over all meetings of the Executive Board; and shall, in the absence of a Program Manager, process issues, organize meetings and provide for administrative support as required by the Executive Board.

c. Alternate Member. Each member of the Executive Board shall be entitled to designate one alternate member who shall serve in the place of the member on the Executive Board during the member's absence or inability to serve.

d. Powers. The Executive Board shall have the power to (1) develop and recommend a budget and work program to the Parties; (2) adopt procedures for the administration of ARCH and for the conduct of meetings; (3) make recommendations to the Parties

concerning planning, policy and the funding of affordable housing projects; (4) establish policies for the expenditure of budgeted items; (5) appoint one of the Parties to serve as "Administering Agency" to carry out administrative functions as further described in this Agreement; (~~5~~6) establish a special fund with ~~one of the participating cities~~the Administering Agency as authorized by RCW 39.34.030, to be known as the "Operating Fund of the ARCH Joint Board" ("ARCH Fund") within which Fund may be established various accounts and subaccounts including but not limited to an "ARCH Operating Account"(into which will be deposited funding for the ARCH operating budget) and a "Housing Trust Funds Account"; (~~6~~7) hold regular meetings on such dates and at such places as the Executive Board may designate; (~~7~~8) through its Administering Agency, enter into contracts and agreements for the provision of personnel and other necessary services to ARCH, including accounting and legal services and the purchase of insurance, and authorize the Administering Agency ~~Chair or Program Manager of ARCH, if any,~~ to execute ~~any~~ such other contracts, agreements or other legal documents necessary for ARCH to carry out its purposes; (~~8~~9) establish the responsibilities and direct and oversee the activities of the Program Manager; (~~9~~10) appoint Citizen Advisory Board Members; and ~~(9)~~ (~~10~~11) take whatever other action is necessary to carry out the purposes of this Agreement. [*amendment approved* 2/99]

5. ADMINISTRATION AND OVERSIGHT. The Executive Board shall have final decision-making authority on behalf of ARCH over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of ARCH to a Program Manager. The Program Manager shall submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party. Such reports and contents thereof shall be in a form acceptable to the Executive Board.

The Executive Board ~~may~~ shall~~, with the consent of the parties,~~ designate ~~one of the parties~~ the Administering Agency, which will ~~to~~ provide administrative support services on behalf of ARCH. The Administering Agency shall be the Fiscal Agent for ARCH in accordance with the requirements of RCW Chapter 39.34. ARCH shall be staffed with personnel provided by the Parties and/or independent contractors contracting directly with ARCH through its Administering Agency.

Any Party providing personnel to ARCH shall remain solely responsible for the continued payment of any and all compensation and benefits to such personnel as well as for any worker's compensation claims ~~or any other claims arising from the negligence or omissions of the employee in performing his duties for ARCH. In~~

~~the case of personnel directly contracting with ARCH, the Parties shall be jointly and severally responsible for any claims, not otherwise covered by insurance, arising as a result of the negligence or omissions of such personnel~~. All Parties shall cooperate fully in assisting ARCH to provide the services authorized herein.

6. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board shall consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (66% in number of Board members) shall be required to appoint the Administering Agency. No action shall be taken except at a meeting open to the public.

7. CITIZEN ADVISORY BOARD. A Citizen Advisory Board is hereby created to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects and to provide public relations and educational outreach services. The Citizen Advisory Board shall consist of not more than fifteen (15) and not less than twelve (12) citizen members. The Executive Board shall appoint members to the Citizen Advisory Board. ~~recommend a list of citizens to the Parties for their confirmation. In the event a citizen(s) recommended by the Executive Board is not confirmed by each Party, the Executive Board shall recommend additional citizens for confirmation by the Parties.~~ Citizen members appointed to the Citizen Advisory Board must have a knowledge and understanding of affordable housing and be committed to the furtherance of affordable housing on the Eastside. Appointments shall be for a four-year term with service limited to a total of two consecutive terms. The Executive Board shall adopt procedures for the convening and administration of the Citizen Advisory Board. A citizen member may be removed from the Citizen Advisory Board by the Executive Board with or without cause upon a majority vote of membership of the Executive Board. *[amendment approved 2/99]*

8. MEETINGS OF CITIZEN ADVISORY BOARD.

a. Frequency. The Citizen Advisory Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Citizen Advisory Board shall consist of the Board members who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Citizen Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. No action shall be taken except at a meeting open to the public.

9. DURATION AND TERMINATION. This Agreement shall be of ~~ten~~ five years' duration ~~but~~ and shall continue in effect for subsequent five-year periods upon affirmative vote of a majority of the membership of the Executive Board. Any vote to continue the Agreement shall be taken between ~~not sooner than six months before, nor later than~~ three to six months before~~,~~ the end of the ~~initial ten-year term or any subsequent~~ five-year term. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner:

(i) all property contributed without charge by any Party shall revert to the contributing Party;

(ii) all property purchased by ARCH after the effective date of this Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

(iii) except as provided in Subsection (iv) below, all unexpended or reserve funds shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated; ~~.~~

(iv) all uncommitted monies in the Housing Trust Funds Account shall be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party's Individual Account(as described in Section 12) to that Party; and

(v) each Party that has funded a project through the Housing Trust Funds Account shall be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency shall be released from further obligations with respect thereto.

10. WITHDRAWAL. Any Party may withdraw from this Agreement by giving one year's written notice to the Executive Board, by December 31 in any year, of its intention to terminate, effective December 31 of the following year. Any Party withdrawing from this Agreement shall remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this

Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of ARCH.

11. BUDGET. The budget year for ARCH shall be January 1 to December 31 of any year. On or before June 1st of each year, a recommended operating budget and work plan for ARCH for the next budget year shall be prepared, reviewed and recommended by the Executive Board and transmitted to each Party~~; provided that, for budget years 1992-93, a single budget and work plan shall be prepared for review and approval by each Party~~. The recommended operating budget shall contain an itemization of all categories of budgeted expenses and shall contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget.

a. No recommended budget or work plan shall become effective unless and until approved by the legislative body of each Party and finally adopted by the Executive Board. Approval of the budget by a Party shall obligate that Party to make whatever contribution(s) is budgeted for that Party.

b. Such contribution(s) shall be transmitted to ARCH on a quarterly basis at the beginning of each quarter unless otherwise provided in the budget document. Each Party shall specify the amount of its contribution to be deposited by the Administering Agency into the ARCH Operating Account, as well as the amount, *if any*, to be deposited into the Party's Individual Account within the ARCH Housing Trust Funds Account established by Section 12.

c. ~~In the event that~~ If any P~~p~~arty is delinquent by more than three months in the payment of its ~~budgeted~~ approved operating budget contribution to the ARCH Operating Account, such P~~p~~arty shall not be entitled to vote on matters before the Executive Board until such delinquency has been paid; provided however, that a Party's decision not to contribute funds to its Individual Account, or its delinquency in funding the same shall not affect that Party's voting rights on the Executive Board.

12. HOUSING TRUST FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING TRUST FUNDS ACCOUNT CONTRIBUTIONS. Upon resolution of the Executive Board, the Administering Agency shall establish and maintain an account within the ARCH Fund for the purpose of administering the contributions of Parties to affordable housing projects and programs, to be known as the ARCH Housing Trust Funds Account. The amounts in the Housing Trust Funds Account shall be held and disbursed by the Administering Agency as described herein.

a. Within the Housing Trust Funds Account, a sub-account shall be established for each Party to this Agreement that chooses to contribute to the Housing Trust Funds Account. Such sub-

accounts are collectively referred to as the "Individual Accounts." Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

b. A subaccount shall be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts."

c. The Administering Agency shall maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and shall provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the ARCH Program Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to ARCH for deposit in the Housing Trust Funds Account shall be held by ARCH until directed for application to a specific project or program by the contributing Party; *provided*, that uncommitted funds in an Individual Account shall be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its Chief Executive Officer, or upon the Party's withdrawal from ARCH in accordance with the terms of Section 10, or upon the dissolution of ARCH per Section 9.

e. Funds within the Housing Trust Funds Account shall be invested by the Administering Agency in investments permitted by state law for investment of public funds. Investment earnings shall be credited to each Individual Account and Subaccount on a *pro rata* basis.

f. The Executive Board shall develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Trust Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

(i) Each Party choosing to participate in funding a project or program through the Housing Trust Funds Account will by action of its legislative body authorize the application of a specified amount of its Individual Account monies to such project or program, and shall authorize and direct ARCH, ARCH Program Manager, and the Administering Agency to take such actions as necessary to accomplish this. The Executive Board shall recommend to the individual legislative bodies various terms to

accompany their authorizations, and the legislative body authorizations shall at a minimum include terms related to:

1. amount of funds allocated;
2. project description, including minimum affordability requirements, if any;
3. nature of the funding commitment (loan, grant, or other);
4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
5. a general description of the security interests, if any, to be recorded in favor of the Party.

(ii) For each individual housing project or program to be funded through the Housing Trust Funds Account, the developer, owner or administrator of such project or program (generally referred to as the "developer"), shall enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents shall specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Trust Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and shall identify each such participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. The project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Trust Funds Account monies from the funding Parties to the developer.

(iii) Funding contributions to, and repayments (if any) from, specific projects and programs shall be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party's Individual Account and Project Accounts therein. Repayments (if any) under any project financing agreement shall be applied *pro rata* to the funding Parties' Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.

(iv) Unless the Parties funding a project or program through the Housing Trust Funds Account otherwise agree, a default, termination or other action against a

developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total ARCH member funding to the project. The Administering Agency shall provide reasonable notice and information regarding the status of projects as necessary to each funding Party's Chief Executive Officer to allow him or her to make a timely decision in this regard. Funding parties not consenting to such default, termination or other action shall be bound by the decision of the majority. All funding Parties shall be obligated on a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred in furtherance of such actions. Any funds recovered through such actions shall be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

(v) The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into prior to the effective date of this Amended and Restated Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

~~12~~13. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Funding for the activities of ARCH shall be provided solely through the budgetary process. Unless otherwise specified in this Agreement, ~~N~~no separate dues, charges or assessments shall be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party to the Agreement. An approved budget shall not be modified unless and until approved by the legislative body of each Party and finally adopted by the Executive Board; provided that, in the event a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Trust Funds Account shall be solely within the discretion of that Party and are not considered "assessments."

~~13~~14. INDEMNIFICATION AND HOLD HARMLESS.~~LIABILITY OF MEMBERS. Each Party shall be jointly and severally liable for any~~

~~claims, damages or other causes of action arising from the activities of ARCH, its officers, employees and agents except as expressly set forth in Section 5 of this Agreement with regard to personnel directly provided to ARCH by such Party; provided that, ARCH shall take all steps reasonably possible to minimize the potential liability of the Parties, including but not limited to the purchase of liability, casualty and errors and omissions insurance and the utilization of sound risk management techniques. To the extent reasonably practicable, all Parties shall be named as additional insured on all insurance policies.~~

~~a.~~ a. Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

15. INSURANCE. ARCH's Executive Board, Program Staff and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of ARCH and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

~~14~~16. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of at least two thirds (66%) of~~, authorized by~~ the legislative bodies of all Parties to this Agreement, ~~and~~ evidenced by the ~~A~~authorized signatures of ~~all~~ such approving Parties as of the effective date of the amendment; *provided that* any amendment to this Agreement affecting the terms and conditions of membership on the Executive Board, powers of the Executive Board, voting rights of Executive Board members, Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section shall require consent of the legislative authorities of all Parties. This Section shall not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 17 or for any related revision to Executive Board membership authorized in Section 4(a).

~~15~~17. ADDITIONAL PARTIES. Any city or town within the approved ARCH Sphere of Influence ~~Eastside jurisdiction having responsibility for planning or for providing affordable housing~~ may, upon execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement upon affirmative vote of a majority of the membership of the Executive Board. The Executive Board shall determine by a vote of a majority of its membership what, if any, funding obligations such additional Party shall commit to as a condition of becoming a Party to this Agreement.

~~16~~18. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.

19. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the "parties") under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as

feasible. The meeting shall include the Chair of the Executive Board, the Program Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

20. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Duration and Termination), Section 10 (Withdrawal), Section 14 (Indemnification and Hold Harmless) shall remain operative and in full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

21. WAIVER. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

22. SUBSEQUENT BREACH. Waiver of any default shall not be deemed 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 the Agreement unless stated to be such through written approval of all Parties.

23. NOTICE. Any notice to the Executive Board shall be in writing and shall be addressed to the Chair of the Executive Board and to the Program Manager. In the absence of a Program Manager, notice shall be given to the Chief Executive Officer of the Administering Agency. Any notice to an Officer or Party shall be sent, respectively, to the address specified by the chief executive officer of the Party.

24. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

25. VENUE. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington at Seattle.

26. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable housing activities.

27. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

~~17~~28. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

~~18~~29. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement shall become effective July 1, 2010, subject to its prior ~~upon~~ approval by the legislative bodies of ~~at least three cities~~ all jurisdictions who are members of ARCH as of January 1, 2010, and upon ~~filing~~ posting of the Agreement on a Party's web site or other electronically retrievable public source. ~~with the city clerk of each city which is a party to this Agreement, the King County Clerk, and the Secretary of State.~~ Upon the effective date of this Agreement, the prior interlocal agreements relating to ARCH (the "First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated January 1993, the "First Amendment to the First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated February 1999, and the "Second Amendment to the First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated November 1999), are amended and restated by this Agreement.

Approved and executed this _____ day of _____, ~~200~~ 2010.

Name of Party:_____

_____

By: _____

Its: _____

Approved as to form

_____

City Attorney

RESOLUTION R-4804

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT FOR ARCH (A REGIONAL COALITION FOR HOUSING) BETWEEN THE CITIES OF KIRKLAND, BELLEVUE, REDMOND, BOTHELL, WOODINVILLE, ISSAQUAH, MERCER ISLAND, NEWCASTLE, BEAUX ARTS, CLYDE HILL, HUNTS POINT, MEDINA, YARROW POINT, KENMORE AND SAMMAMISH.

WHEREAS, the cities have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, the cities desire to provide a sound base of housing policies and programs in East King County and to complement the efforts of existing organizations to address housing needs in East King County; and

WHEREAS, the cities desire to act cooperatively to formulate affordable housing goals and policies, to foster efforts to provide affordable housing by combining public funding with private-sector resources, to support implementation of the goals of the state Growth Management Act and related Countywide Planning Policies relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, the cities have determined that the most efficient and expeditious way for the cities to address affordable housing needs in East King County is through cooperative action by the Cities; and

WHEREAS, the cities are authorized to enter into this Agreement pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act.

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

Section 1. The City Manager is hereby authorized and directed to sign on behalf of the City an Interlocal Agreement substantially similar to that attached as Exhibit A.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____, 2010.

_____
MAYOR

Attest:

_____
City Clerk

Amended and Restated Interlocal Agreement for ARCH
A Regional Coalition for Housing

(Effective Date: July 1, 2010)

This Interlocal Agreement ("Agreement") is entered into by and between the Cities of Bellevue, Kirkland, Redmond, Bothell, Woodinville, Issaquah, Mercer Island, Newcastle, Beaux Arts, Clyde Hill, Hunts Point, Medina, Yarrow Point, Kenmore and Sammamish, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government (individually, the “Party”, collectively, the “Parties”). This Agreement amends and restates the prior agreements by and between the Parties relating to the creation and operation of the joint board known as A Regional Coalition for Housing(“ARCH”). This Agreement is made pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and has been authorized by the legislative body of each jurisdiction.

WHEREAS, the Parties have a common goal to ensure the availability of housing that meets the needs of all income levels; and

WHEREAS, the Parties desire to provide a sound base of housing policies and programs in East King County and to complement the efforts of existing organizations to address housing needs in East King County; and

WHEREAS, the Parties desire to act cooperatively to formulate affordable housing goals and policies, to foster efforts to provide affordable housing by combining public funding with private-sector resources, to support implementation of the goals of the state Growth Management Act and related Countywide Planning Policies relating to affordable housing, and to do so efficiently and expeditiously; and

WHEREAS, the Parties have determined that the most efficient and expeditious way for the Parties to address affordable housing needs in East King County is through cooperative action by the Parties; and

WHEREAS, the intent of this cooperative undertaking is not to duplicate efforts of non-profit corporations and other entities already providing affordable-housing-related services; now therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. All Parties to this Agreement have responsibility for local and regional planning for the provision of

housing affordable to citizens that work and/or live in East King County. The Parties desire to act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources. The Parties further intend that this interlocal agreement serve as a legal framework for all communities within the ARCH sphere of influence (See **Exhibit A**) to cooperate in planning for and providing affordable housing; the Parties therefore encourage other cities in East King County to join the Parties in this endeavor.

2. STRUCTURE. To accomplish the purposes of this Agreement, the Parties hereby create a joint and cooperative undertaking responsible for administering the activities described herein, to be called A Regional Coalition for Housing ("ARCH"). ARCH shall be governed by an Executive Board composed of members as provided for in section 4.a of this Agreement. The Executive Board shall constitute a "joint board" as that term is used in RCW 39.34.030(4). The Executive Board shall be assisted by an administrative staff and by a Citizen Advisory Board.

3. RESPONSIBILITIES AND AUTHORITY. In order to carry out the purposes of this Agreement, ARCH shall have the following responsibilities and authority:

a. To provide recommendations to the Parties regarding the allocation of public funding for affordable housing purposes.

b. Through its Administering Agency (defined in Section 5), to enter into agreements with third parties for the use and application of public funds contributed by individual Parties to the ARCH Housing Trust Funds Account established in Section 12, under such terms and conditions as may be agreed by the individual contributing Parties, as further described in Section 12. ARCH shall, at least annually, report to the Parties on the geographic distribution of all housing trust funds as recommended by ARCH.

c. To provide recommendations to the Parties regarding local and regional affordable housing policies. ARCH will assist the Parties in developing strategies and programs to achieve Growth Management Act housing goals. ARCH will provide technical assistance to any Party adopting land use incentives or affordable housing programs. ARCH staff will research model programs, develop draft legislation, prepare briefing materials and make presentations to planning commissions and councils upon request by a Party. ARCH will assist Parties in developing strategies and programs to implement county-wide affordable housing policies to meet the Growth Management Act objective for an equitable and rational distribution of low- and moderate-income housing.

d. To facilitate cooperation between the private and public sector with regard to the provision of affordable housing. ARCH will work directly with private developers, financial institutions, non-profit corporations and other public entities to assist in the implementation of affordable housing projects. ARCH will work directly with any Party to provide technical assistance with regard to the public funding of affordable housing projects and the implementation of affordable housing regulatory agreements for private developments. ARCH will also provide assistance in making surplus sites available for affordable housing and in developing affordable housing alternatives for such sites.

e. To develop standard regulatory agreements acceptable to private and public financial institutions to facilitate the availability of funding for private and public projects containing affordable housing.

f. To provide other technical advice to any Party upon request and to enter into agreements to provide technical assistance to other public entities on a reimbursable basis.

g. To provide support and educational activities and to monitor legislative and regulatory activities related to affordable housing at the state and federal levels.

h. To develop and to carry out procedures for monitoring of affordable units and to administer direct service housing programs on behalf of any Party. Such direct service housing programs may include but are not limited to relocation assistance programs, rent voucher and/or deposit loan programs, etc.

i. To work directly with other public and private entities for the development of affordable housing policies and to encourage the provision of affordable housing.

j. Pursuant to the direction of the Executive Board, to take other appropriate and necessary action to carry out the purposes of this Agreement.

4. EXECUTIVE BOARD.

a. Membership. ARCH shall be governed by an Executive Board composed of the chief executive officer of each Party, with the following exception. There will not be more than two members on the Executive Board representing cities with population less than 5,000 persons, unless approved by the Executive Board. In the event that there are more than two Parties that are members of ARCH with population less than 5,000 persons, then those Parties will propose to the Executive Board for the Executive Board’s approval, a method for shared membership on the Executive Board by those

Parties. Any member of the Executive Board representing more than one Party must be approved by the chief executive officer of those Parties being represented by the shared Executive Board member. The Executive Board shall administer this cooperative undertaking pursuant to the terms of this Agreement and pursuant to any procedures adopted by the Executive Board.

b. Chair. The Chair of the Executive Board shall be elected by the members of the Board from the Board membership; shall preside over all meetings of the Executive Board; and shall, in the absence of a Program Manager, process issues, organize meetings and provide for administrative support as required by the Executive Board.

c. Alternate Member. Each member of the Executive Board shall be entitled to designate one alternate member who shall serve in the place of the member on the Executive Board during the member's absence or inability to serve.

d. Powers. The Executive Board shall have the power to (1) develop and recommend a budget and work program to the Parties; (2) adopt procedures for the administration of ARCH and for the conduct of meetings; (3) make recommendations to the Parties concerning planning, policy and the funding of affordable housing projects; (4) establish policies for the expenditure of budgeted items; (5) appoint one of the Parties to serve as “Administering Agency” to carry out administrative functions as further described in this Agreement; (6) establish a special fund with the Administering Agency as authorized by RCW 39.34.030, to be known as the “Operating Fund of the ARCH Joint Board” (“ARCH Fund”) within which Fund may be established various accounts and subaccounts including but not limited to an “ARCH Operating Account”(into which will be deposited funding for the ARCH operating budget) and a “Housing Trust Funds Account”; (7) hold regular meetings on such dates and at such places as the Executive Board may designate; (8) through its Administering Agency, enter into contracts and agreements for the provision of personnel and other necessary services to ARCH, including accounting and legal services and the purchase of insurance, and authorize the Administering Agency to execute such other contracts, agreements or other legal documents necessary for ARCH to carry out its purposes; (9) establish the responsibilities and direct and oversee the activities of the Program Manager; (10) appoint Citizen Advisory Board Members; and (11) take whatever other action is necessary to carry out the purposes of this Agreement.

5. ADMINISTRATION AND OVERSIGHT. The Executive Board shall have final decision-making authority on behalf of ARCH over all legislative and administrative matters within the scope of this Agreement. The Executive Board may delegate responsibility for general oversight of the operations of ARCH to a Program Manager.

The Program Manager shall submit quarterly budget performance and progress reports on the status of the work program elements to the Executive Board and the governing body of each Party. Such reports and contents thereof shall be in a form acceptable to the Executive Board.

The Executive Board shall designate the Administering Agency, which will provide administrative support services on behalf of ARCH. The Administering Agency shall be the Fiscal Agent for ARCH in accordance with the requirements of RCW Chapter 39.34. ARCH shall be staffed with personnel provided by the Parties and/or independent contractors contracting directly with ARCH through its Administering Agency.

Any Party providing personnel to ARCH shall remain solely responsible for the continued payment of any and all compensation and benefits to such personnel as well as for any worker's compensation claims. All Parties shall cooperate fully in assisting ARCH to provide the services authorized herein.

6. MEETINGS OF EXECUTIVE BOARD.

a. Frequency. The Executive Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Executive Board shall consist of the Board members (or alternates) who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Executive Board requires an affirmative vote by a majority of the Board's membership, provided however, that a supermajority (66% in number of Board members) shall be required to appoint the Administering Agency. No action shall be taken except at a meeting open to the public.

7. CITIZEN ADVISORY BOARD. A Citizen Advisory Board is hereby created to provide advice and recommendation to the Executive Board on land and/or money resource allocation for affordable housing projects and to provide public relations and educational outreach services. The Citizen Advisory Board shall consist of not more than fifteen (15) and not less than twelve (12) citizen members. The Executive Board shall appoint members to the Citizen Advisory Board. Citizen members appointed to the Citizen Advisory Board must have a knowledge and understanding of affordable housing and be committed to the furtherance of affordable housing on the Eastside. Appointments shall be for a four-year term with service limited to a total of two consecutive terms. The Executive Board shall adopt procedures for the convening and administration of the Citizen Advisory Board. A citizen member may be removed from the Citizen Advisory Board by

the Executive Board with or without cause upon a majority vote of membership of the Executive Board.

8. MEETINGS OF CITIZEN ADVISORY BOARD.

a. Frequency. The Citizen Advisory Board shall meet as often as it deems necessary, but not less often than quarterly.

b. Quorum. A quorum at any meeting of the Citizen Advisory Board shall consist of the Board members who represent a simple majority of the Board's membership.

c. Action. No action may be taken except at a meeting where a quorum exists. Action by the Citizen Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. No action shall be taken except at a meeting open to the public.

9. DURATION AND TERMINATION. This Agreement shall be of five years' duration and shall continue in effect for subsequent five-year periods upon affirmative vote of a majority of the membership of the Executive Board. Any vote to continue the Agreement shall be taken between three to six months before the end of the five-year term. This Agreement may be terminated at any time by affirmative vote of a majority of the legislative bodies of the Parties to this Agreement.

Upon termination of this Agreement, all property acquired during the life of the Agreement shall be disposed of in the following manner:

(i) all property contributed without charge by any Party shall revert to the contributing Party;

(ii) all property purchased by ARCH after the effective date of this Agreement shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget at the time the property was purchased;

(iii) except as provided in Subsection (iv) below, all unexpended or reserve funds shall be distributed to the Parties based on each Party's pro rata contribution to the overall budget in effect at the time the Agreement is terminated;

(iv) all uncommitted monies in the Housing Trust Funds Account shall be distributed to the Parties by remitting the total uncommitted amounts remaining in each Party’s Individual Account(as described in Section 12) to that Party; and

(v) each Party that has funded a project through the Housing Trust Funds Account shall be substituted for the Administering Agency with regard to all project financing documents, and the Administering Agency shall be released from further obligations with respect thereto.

10. WITHDRAWAL. Any Party may withdraw from this Agreement by giving one year's written notice to the Executive Board, by December 31 in any year, of its intention to terminate, effective December 31 of the following year. Any Party withdrawing from this Agreement shall remain legally and financially responsible for any obligation incurred by the Party pursuant to the terms of this Agreement, including but not limited to any project financing documents executed by the Administering Agency on behalf of that Party, during the time the withdrawing Party was a member of ARCH.

11. BUDGET. The budget year for ARCH shall be January 1 to December 31 of any year. On or before June 1st of each year, a recommended operating budget and work plan for ARCH for the next budget year shall be prepared, reviewed and recommended by the Executive Board and transmitted to each Party. The recommended operating budget shall contain an itemization of all categories of budgeted expenses and shall contain an itemization of the amount of each Party's contribution, including in-kind services, toward that budget.

a. No recommended budget or work plan shall become effective unless and until approved by the legislative body of each Party and finally adopted by the Executive Board. Approval of the budget by a Party shall obligate that Party to make whatever contribution(s) is budgeted for that Party.

b. Such contribution(s) shall be transmitted to ARCH on a quarterly basis at the beginning of each quarter unless otherwise provided in the budget document. Each Party shall specify the amount of its contribution to be deposited by the Administering Agency into the ARCH Operating Account, as well as the amount, *if any*, to be deposited into the Party’s Individual Account within the ARCH Housing Trust Funds Account established by Section 12.

c. If any Party is delinquent by more than three months in the payment of its approved operating budget contribution to the ARCH Operating Account, such Party shall not be entitled to vote on matters before the Executive Board until such delinquency has been paid; provided however, that a Party’s decision not to contribute funds to its Individual Account, or its delinquency in funding the same shall not affect that Party’s voting rights on the Executive Board.

12. HOUSING TRUST FUNDS ACCOUNT ESTABLISHED; PROCEDURES FOR ADMINISTERING TRUST FUNDS ACCOUNT CONTRIBUTIONS. Upon resolution of the Executive Board, the Administering Agency shall establish and maintain an account within the ARCH Fund for the purpose of administering the contributions of Parties to affordable housing projects and programs, to be known as the ARCH Housing Trust Funds Account. The amounts in the Housing Trust Funds Account shall be held and disbursed by the Administering Agency as described herein.

a. Within the Housing Trust Funds Account, a sub-account shall be established for each Party to this Agreement that chooses to contribute to the Housing Trust Funds Account. Such sub-accounts are collectively referred to as the "Individual Accounts." Contributions to an Individual Account from a Party may be released only upon, and in accordance with, the written direction of that Party.

b. A subaccount shall be established within each Individual Account for each project or program funded in whole or part by a Party from its Individual Account. Such sub-accounts are referred to as "Project Accounts."

c. The Administering Agency shall maintain records sufficient to separately track the deposits, withdrawals and interest earnings, within each Individual Account and each Project Account, and shall provide quarterly reports to all Parties as to the status of funds in each Individual Account and Project Account. The Administering Agency's responsibilities under this Section may be delegated to the ARCH Program Manager to the extent consistent with applicable law and as the Administering Agency and Executive Board may agree.

d. Funds transmitted to ARCH for deposit in the Housing Trust Funds Account shall be held by ARCH until directed for application to a specific project or program by the contributing Party; *provided*, that uncommitted funds in an Individual Account shall be remitted to the contributing Party within 45 days of receipt of written request from the Party signed by its Chief Executive Officer, or upon the Party's withdrawal from ARCH in accordance with the terms of Section 10, or upon the dissolution of ARCH per Section 9.

e. Funds within the Housing Trust Funds Account shall be invested by the Administering Agency in investments permitted by state law for investment of public funds. Investment earnings shall be credited to each Individual Account and Subaccount on a pro rata basis.

f. The Executive Board shall develop standard forms of approvals and agreements to be used in the application of funds contributed to the Housing Trust Funds Account (collectively referred to as "project financing documents"), consistent with the following goals and procedures:

(i) Each Party choosing to participate in funding a project or program through the Housing Trust Funds Account will by action of its legislative body authorize the application of a specified amount of its Individual Account monies to such project or program, and shall

authorize and direct ARCH, ARCH Program Manager, and the Administering Agency to take such actions as necessary to accomplish this. The Executive Board shall recommend to the individual legislative bodies various terms to accompany their authorizations, and the legislative body authorizations shall at a minimum include terms related to:

1. amount of funds allocated;
2. project description, including minimum affordability requirements, if any;
3. nature of the funding commitment (loan, grant, or other);
4. in the event the funding commitment is provided as a loan, the general repayment terms including but not limited to the term of the loan and applicable, interest rate(s); and
5. a general description of the security interests, if any, to be recorded in favor of the Party.

(ii) For each individual housing project or program to be funded through the Housing Trust Funds Account, the developer, owner or administrator of such project or program (generally referred to as the “developer”), shall enter into the necessary set of agreements (project financing documents) with the Administering Agency. The project financing documents shall specify that the Administering Agency is acting as administering agency on behalf of each Party that is providing Housing Trust Funds Account funding to the project or program pursuant to this Agreement and RCW 39.34.030(4), and shall identify each such participating funding Party. The project financing documents will be consistent with general forms of agreement approved by the Executive Board and the terms and conditions approved by the legislative bodies of the funding Parties. The project financing agreements will incorporate all terms and conditions relative to the use and (if applicable) repayment of such funds, and provide for transfer of the Housing Trust Funds Account monies from the funding Parties to the developer.

(iii) Funding contributions to, and repayments (if any) from, specific projects and programs shall be recorded by the Administering Agency, including recording of monies deposited and withdrawn from each Party’s Individual Account and Project Accounts therein. Repayments (if any) under any project financing agreement shall be applied *pro rata* to the funding Parties’ Individual Accounts based on the ratio of funding contributed to the project by each Party, unless the funding Parties otherwise agree.

(iv) Unless the Parties funding a project or program through the Housing Trust Funds Account otherwise agree, a default, termination or other action against a developer or other third party may be declared only after securing approval in writing of the chief executive officers of funding Parties which together have contributed not less than 51% of the total ARCH member funding to the project. The Administering Agency shall provide reasonable notice and information regarding the status of projects as necessary to each funding Party's Chief Executive Officer to allow him or her to make a timely decision in this regard. Funding parties not consenting to such default, termination or other action shall be bound by the decision of the majority. All funding Parties shall be obligated on a pro rata basis (based on their contributions to the project) to pay to the Administering Agency its reasonable costs and expenses incurred in furtherance of such actions. Any funds recovered through such actions shall be allocated to the funding Parties Individual Accounts pro rata based on their respective funding contributions to a project.

(v) The Executive Board may from time to time authorize the Administering Agency to administer housing project agreements entered into prior to the effective date of this Amended and Restated Agreement, upon terms consistent with this Agreement and subject to the consent of the Administering Agency and the Parties to such agreements.

13. DUES, ASSESSMENTS AND BUDGET AMENDMENTS. Funding for the activities of ARCH shall be provided solely through the budgetary process. Unless otherwise specified in this Agreement, no separate dues, charges or assessments shall be imposed or required of the Parties except upon unanimous vote of the membership of the Executive Board and ratification by the legislative body of each Party to the Agreement. An approved budget shall not be modified unless and until approved by the legislative body of each Party and finally adopted by the Executive Board; provided that, in the event a Party agrees to totally fund an additional task to the work program, not currently approved in the budget, the task may be added to the work plan and the budget amended to reflect the funding of the total cost of such task by the requesting Party, upon approval by a majority of the membership of the Executive Board without approval by the individual Parties. Notwithstanding the foregoing, contributions by a Party to its Individual Account within the Housing Trust Funds Account shall be solely within the discretion of that Party and are not considered "assessments."

14. INDEMNIFICATION AND HOLD HARMLESS.

a. Each Party shall, indemnify and hold other Parties (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency), their officers, officials, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of that Party's wrongful acts or omissions in connection with the performance of its obligations under this Agreement, except to the extent the injuries or damages are caused by another Party. In the event of recovery due to the aforementioned circumstances, the Party responsible for any such wrongful acts or omissions shall pay any judgment or lien arising therefrom, including any and all costs and reasonable attorneys fees as part thereof. In the event more than one Party is held to be at fault, the obligation to indemnify and to pay costs and attorneys fees, shall be only to the extent of the percentage of fault allocated to each respective Party by a final judgment of the court.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of a Party hereto (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency), its officers, officials, employees, and volunteers, the Party's liability hereunder shall be only to the extent of the Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

c. Each Party (including without limitation the Party serving as, and acting in its capacity as, ARCH's Administering Agency) shall give the other Parties proper notice of any claim or suit coming within the purview of these indemnities.

15. INSURANCE. ARCH's Executive Board, Program Staff and the Administering Agency shall take such steps as are reasonably practicable to minimize the liability of the Parties associated with their participation in this Agreement, including but not limited to the utilization of sound business practice. The Executive Board shall determine which, if any, insurance policies may be reasonably practicably acquired to cover the operations of ARCH and the activities of the Parties pursuant to this Agreement (which may include general liability, errors and omissions, fiduciary, crime and fidelity insurance), and shall direct the acquisition of same.

16. AMENDMENTS. Any amendments to this Agreement must be in writing. This Agreement may be amended upon approval of at least two thirds (66%) of the legislative bodies of all Parties to this Agreement, evidenced by the authorized signatures of such approving Parties as of the effective date of the amendment; *provided that* any amendment to this Agreement affecting the terms and conditions of membership on the Executive Board, powers of the Executive Board, voting rights of Executive Board members, Party contribution responsibilities, hold harmless and indemnification requirements, provisions regarding duration, termination or withdrawal, or the conditions of this Section shall require consent of the legislative authorities of all Parties. This Section shall not be construed to require amendment of this Agreement for the addition of a new Party contemplated under Section 17 or for any related revision to Executive Board membership authorized in Section 4(a).

17. ADDITIONAL PARTIES. Any city or town within the approved ARCH Sphere of Influence may, upon execution of the Agreement and approval of the budget and work plan by its legislative body, become a Party to this Agreement upon affirmative vote of a majority of the membership of the Executive Board. The Executive Board shall determine by a vote of a majority of its membership what, if any, funding obligations such additional Party shall commit to as a condition of becoming a Party to this Agreement.

18. SEVERABILITY. The invalidity of any clause, sentence, paragraph, subdivision, section or portion thereof, shall not affect the validity of the remaining provisions of the Agreement.

19. CONFLICT RESOLUTION. Whenever any dispute arises between the Parties or between a Party or Parties, the Executive Board, or the Administering Agency (referred to collectively in this Section as the “parties”) under this Agreement which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute in good faith by meeting, as soon as feasible. The meeting shall include the Chair of the Executive Board, the Program Manager, and the representative(s) of the Parties involved in the dispute. If the parties do not come to an agreement on the dispute, any party may pursue mediation through a process to be mutually agreed to in good faith between the parties within 30 days, which may include binding or nonbinding decisions or recommendations. The mediator(s) shall be individuals skilled in the legal and business aspects of the subject matter of this Agreement. The parties to the dispute shall share equally the costs of mediation and assume their own costs.

20. SURVIVABILITY. Notwithstanding any provision in this Agreement to the contrary, the provisions of Section 9 (Duration and Termination), Section 10 (Withdrawal), Section 14 (Indemnification and Hold Harmless) shall remain operative and in

full force and effect, regardless of the withdrawal or termination of any Party or the termination of this Agreement.

21. WAIVER. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented.

22. SUBSEQUENT BREACH. Waiver of any default shall not be deemed 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 the Agreement unless stated to be such through written approval of all Parties.

23. NOTICE. Any notice to the Executive Board shall be in writing and shall be addressed to the Chair of the Executive Board and to the Program Manager. In the absence of a Program Manager, notice shall be given to the Chief Executive Officer of the Administering Agency. Any notice to an Officer or Party shall be sent, respectively, to the address specified by the chief executive officer of the Party.

24. ASSIGNMENT. No Party may sell, transfer or assign any of its rights or benefits under this Agreement without Executive Board approval.

25. VENUE. The Venue for any action related to this Agreement shall be in Superior Court in and for King County, Washington at Seattle.

26. RETAINED RESPONSIBILITY AND AUTHORITY. Parties retain the responsibility and authority for managing and maintaining their own internal systems and programs related to affordable housing activities.

27. NO THIRD PARTY BENEFICIARIES. This Agreement is for the benefit of the Parties only, and no third party shall have any rights hereunder.

28. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated Agreement.

29. FILING AND EFFECTIVE DATE; PRIOR AGREEMENTS. This Agreement shall become effective July 1, 2010, subject to its prior approval by the legislative bodies of all jurisdictions who are members of ARCH as of January 1, 2010, and upon posting of the Agreement on a Party’s web site or other electronically retrievable public source. Upon the effective date of this Agreement, the prior interlocal agreements relating to ARCH (the “First Amended

Interlocal Agreement for ARCH A Regional Coalition for Housing," dated January 1993, the "First Amendment to the First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated February 1999, and the "Second Amendment to the First Amended Interlocal Agreement for ARCH A Regional Coalition for Housing," dated November 1999), are amended and restated by this Agreement.

Approved and executed this _____ day of _____,2010.

Name of Party:_____

_____
By: _____
Its: _____

Approved as to form

_____
City Attorney

Council Meeting: 03/02/2010
Agenda: Other Business
Item #: 8. h. (1).

CITY OF KIRKLAND
Department of Planning and Community Development
123 Fifth Avenue, Kirkland, WA 98033 425-587-3225
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Dawn Nelson, AICP, Planning Supervisor

Date: February 18, 2010

Subject: LUNA SOL, LLC APPLICATION FOR CONDITIONAL CERTIFICATE FOR MULTIFAMILY PROPERTY TAX EXEMPTION, FILE MIS10-00010

RECOMMENDATION

Staff recommends that the City Council approve the enclosed resolution authorizing the Planning Director to enter into the contract included as Exhibit A with Luna Sol, LLC for a potential multifamily housing property tax exemption and issue a conditional certificate of acceptance of tax exemption.

BACKGROUND DISCUSSION

In December 2009, the City Council adopted amendments to Chapter 5.88 KMC which allow developments that are not subject to the mandatory affordable housing regulations access to the multifamily housing property tax exemption. In exchange for an eight year exemption from property taxes on the value of improvements, 10% of the multifamily units in the project are required to be affordable. The prescribed affordability level for rental projects in this situation is 80% of King County median. The affordability provisions are required to remain in place for the life of the project and are secured by the agreements attached to the resolution.

The Luna Sol project is a five story mixed use development nearing completion at 11415 Slater Avenue NE in the North Rose Hill business district (see Attachment 1). It will include 52 apartment units over 10,000 square feet of ground floor office space and three floors of underground parking (see Attachment 2). The project will include a mix of studio, one- and two-bedroom apartments and the proposed affordable units are one studio unit, three one-bedroom units and one two-bedroom unit (see Attachment 3). The maximum affordable monthly rents will be $1,180 for the studio, $1,349 for the one bedroom units, and $1,517 for the two bedroom unit. These rent allowances include all utilities.

The process for approving a multifamily housing property tax exemption includes the following steps:

- Review and approval of application for conditional certificate for tax exemption by the Planning Director – *completed on February 17, 2010*

- Approval of resolution to enter into contract with City – *pending action by City Council on March 2, 2010*

- Execution of contract and issuance of conditional certificate of acceptance of tax exemption

- Recording of covenant that addresses long term affordability requirements (Exhibit D to contract)

- Completion of construction as provided in the contract within three years and issuance of a Certificate of Occupancy

- Submittal of request for final certificate for tax exemption and review by Planning Director

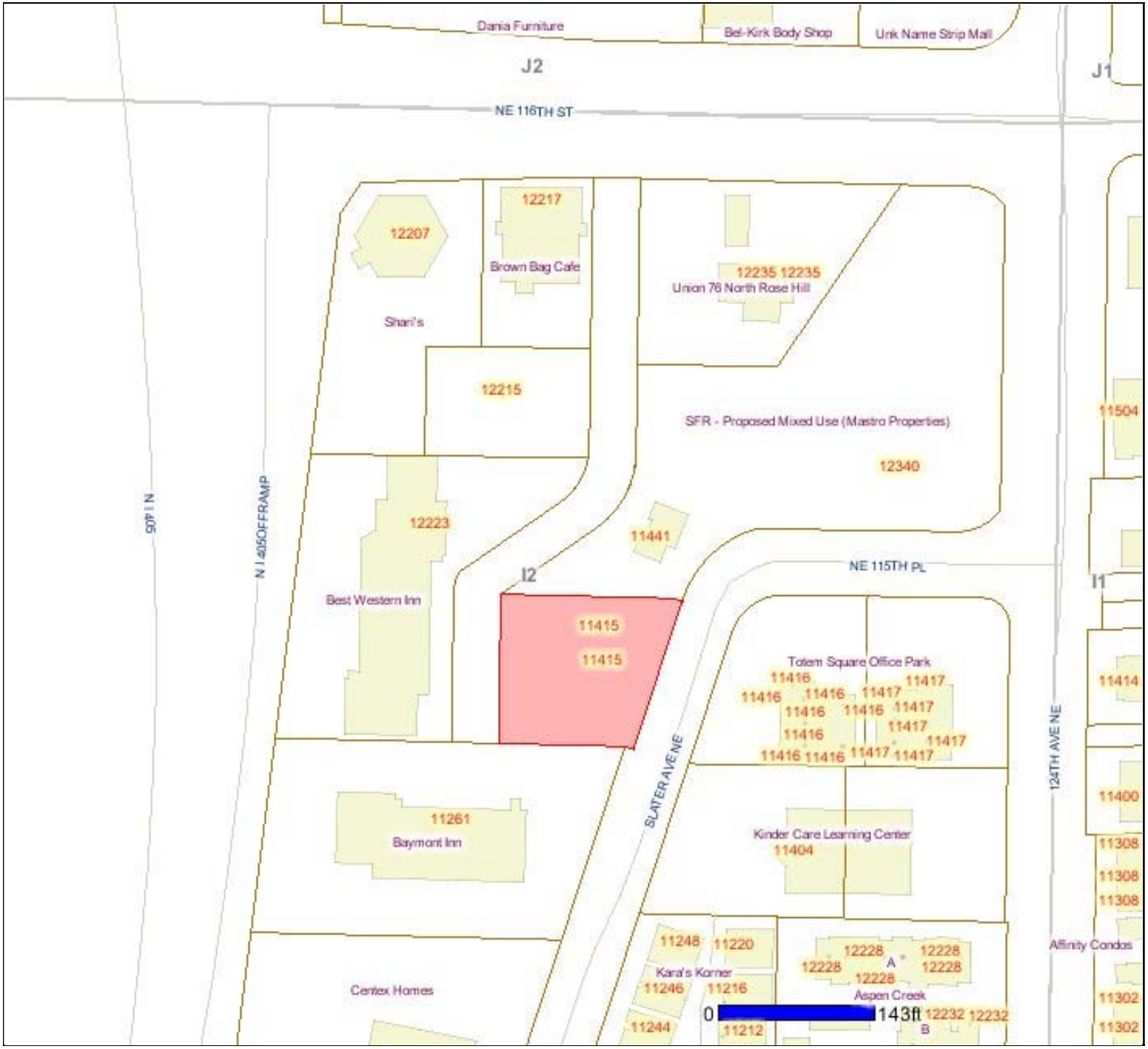
- Filing of final certificate of tax exemption with the King County Assessor

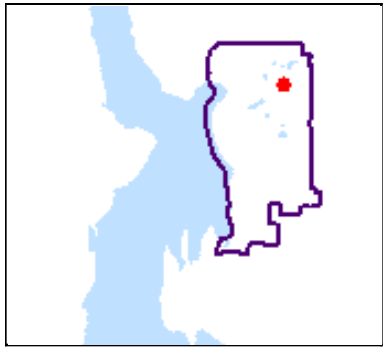
- Submittal of annual certification of compliance by property owner

ATTACHMENTS

1. Vicinity Map
2. Luna Sol Project Elevation Drawings
3. Luna Sol Residential Floor Plans

Luna Sol LLC Vicinity Map





Approximate
Scale 1:1,709
1 in = 142 ft

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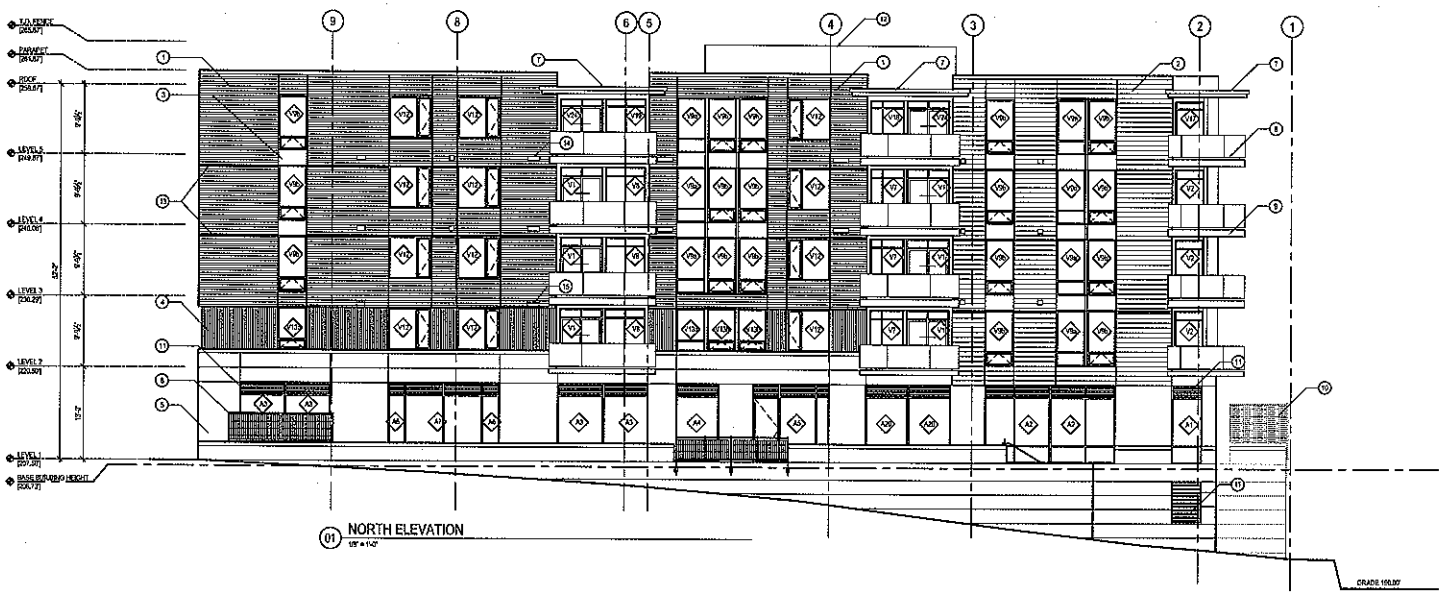
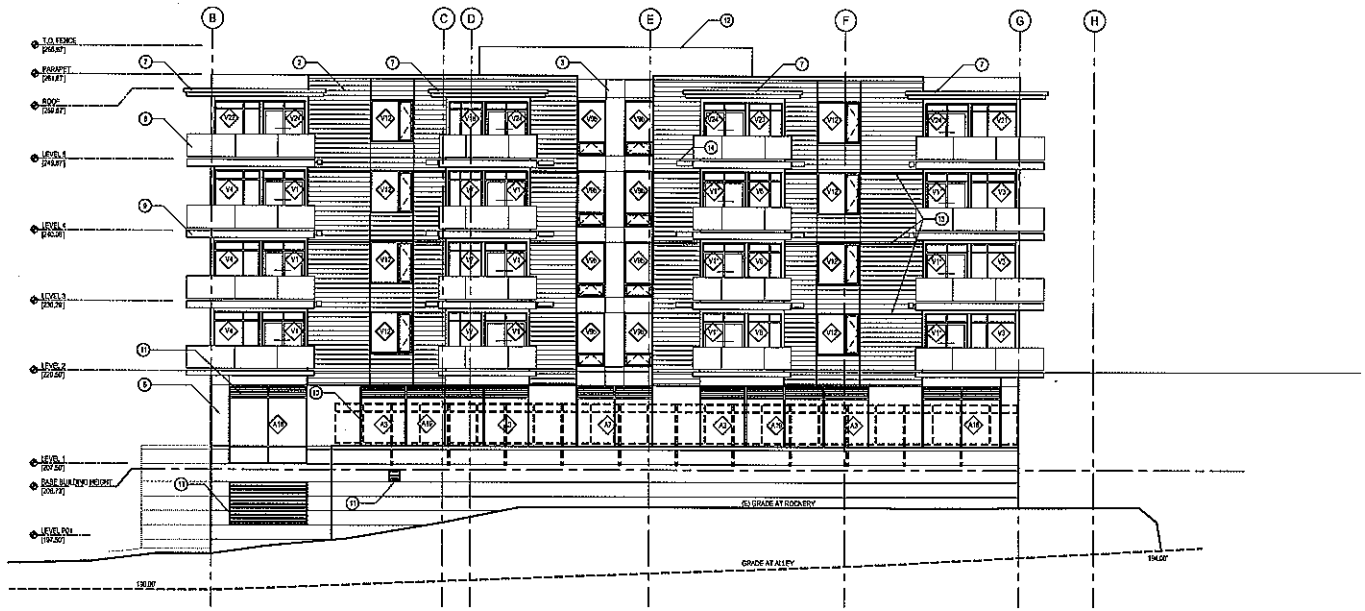


01 NORTH ELEVATION



02 WEST ELEVATION

1. 4" EXPOSURE HARDIE PLANK LAP SIDING, SMOOTH FINISH-TUSCAN GOLD
2. 8" EXPOSURE HARDIE PLANK LAP SIDING, SMOOTH FINISH-CHESTNUT BROWN
3. HARDIE PANEL SIDING, SMOOTH FINISH-SLATE BLUE
4. METECHO 12° U-12 METAL PANEL-DARK BLUE
5. CAST-IN-PLACE PAINTED CONCRETE
6. METAL GUARDRAIL SCREEN, SEE RAILING DETAILS FOR SIM.
7. 18 GA. FLASHING/TRIM, TO MATCH DECK COLOR
8. BALCONY RAILING, SEE A12.05
9. BOLT-ON METAL BALCONY
10. LANDSCAPE SCREEN BEYOND, SEE A12.05
11. LOUVERED EXHAUST GRILL
12. MECHANICAL SCREEN BEYOND
13. THROUGH-WALL FLASHING TO MATCH SERIES COLOR, SEE WATERPROOFING
14. EXTERIOR EXHAUST VENT HOOD, SEE 4/A12.04
15. INTERIOR EXHAUST VENT TERMINAL, SEE 5/A12.04

Luna Sol Building

11415 Slater Avenue NE
Kirkland, WA 98033

Owner
Base Capital, LLC
411 108th Avenue, Ste 1870
Bellevue, WA 98004
425.646.3030

Kim Faust
Kimf@basecapital.com

7565 REGISTERED ARCHITECT
STATE OF WASHINGTON

911 WESTERN AVE, SUITE 408
SEATTLE, WASHINGTON 98104
P: 206.467.1744 F: 206.903.8273
WWW.SHUGARTBATES.COM
SHUGART BATES

Revisions	Date
Permit Submittal	11.09.08
1-Permit Resubmittal	3.13.08
2-Permit Revisions	5.07.08
3-Permit Revisions	7.10.08

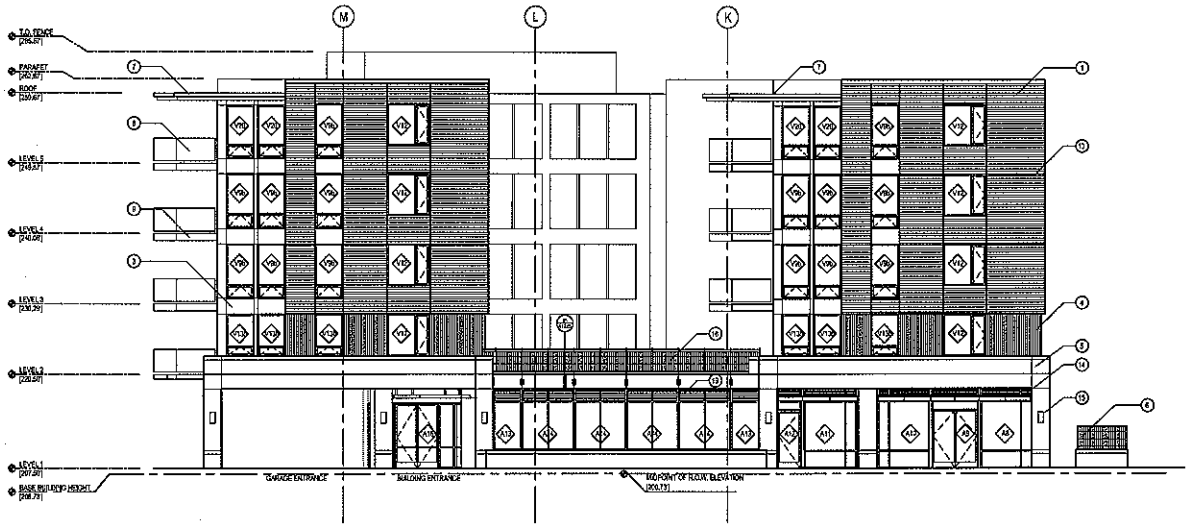
Name:	Consolidated Construction Documents
Date:	8.15.08
Job #:	27008
Permit #:	BLD07-01107
Drawing:	kd
Approval:	jdb

North & West Elevations

SHUGART BATES | A8.01

ATTACHMENT 2
LUNA SOL LLC
MARCH 2, 2010 CITY COUNCIL

01 SOUTH ELEVATION
1/8" = 1'-0"



02 SOUTHEAST ELEVATION
1/8" = 1'-0"

1. 4" EXPOSURE HARDIE PLANK LAP SIDING, SMOOTH FINISH - TUSCAN GOLD
2. 8" EXPOSURE HARDIE PLANK LAP SIDING, SMOOTH FINISH - CHESTNUT BROWN
3. HARDIE PANEL (MONO), SMOOTH FINISH - SLATE BLUE
4. METECNO 12" 1:1-12 METAL PANEL - DARK BLUE
5. CAST-IN-PLACE PAINTED CONCRETE
6. METAL GARBAGE SCREEN, SEE DETAILS A12.05 FOR SIM.
7. 16 GA. FLASHING/TRIM, TO MATCH DECK COLOR
8. BALCONY RAILING, SEE A12.05
9. BOLT-ON METAL BALCONY
10. LANDSCAPE SCREEN, SEE A12.05
11. GARAGE RAMP SCREEN, SEE A12.05
12. MECHANICAL SCREEN BEYOND
13. THROUGH-WALL FLASHING TO MATCH SIDING COLOR, SEE WATERPROOFING
14. STOREFRONT CANOPIES, SEE A12.05 FOR DETAILS
15. WALL MOUNTED LIGHT FIXTURE
16. COURTYARD RAILING, SEE A12.05, DETAIL G5
17. EXTERIOR EXHAUST VENT HOOD, SEE 6/A13.04
18. INTERIOR EXHAUST VENT TERMINAL, SEE 5/A12.04
19. LOUVERED EXHAUST GRILL

Luna Sol Building

11415 Slater Avenue NE
Kirkland, WA 98033

Owner
Base Capital, LLC
411 108th Avenue, Ste 1920
Bellevue, WA 98004
425.645.3030

Kim Faust
Kimf@basecapital.com

7565 REGISTERED ARCHITECT
JEFFREY ALAN BATES
STATE OF WASHINGTON

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P: 206.624.7714 F: 206.583.8373
WWW.SHUGARTBATES.COM
SHUGART BATES

Revisions	Date
Permit Submittal	11.09.08
1-Permit Resubmittal	3.13.08
2-Permit Revisions	5.07.08
3-Permit Revisions	7.10.08

Name:	Consolidated Construction Documents
Date:	8.18.08
Job #:	27005
Permit #:	BLD07-01107
Drawings:	jcl
Approval:	jdb

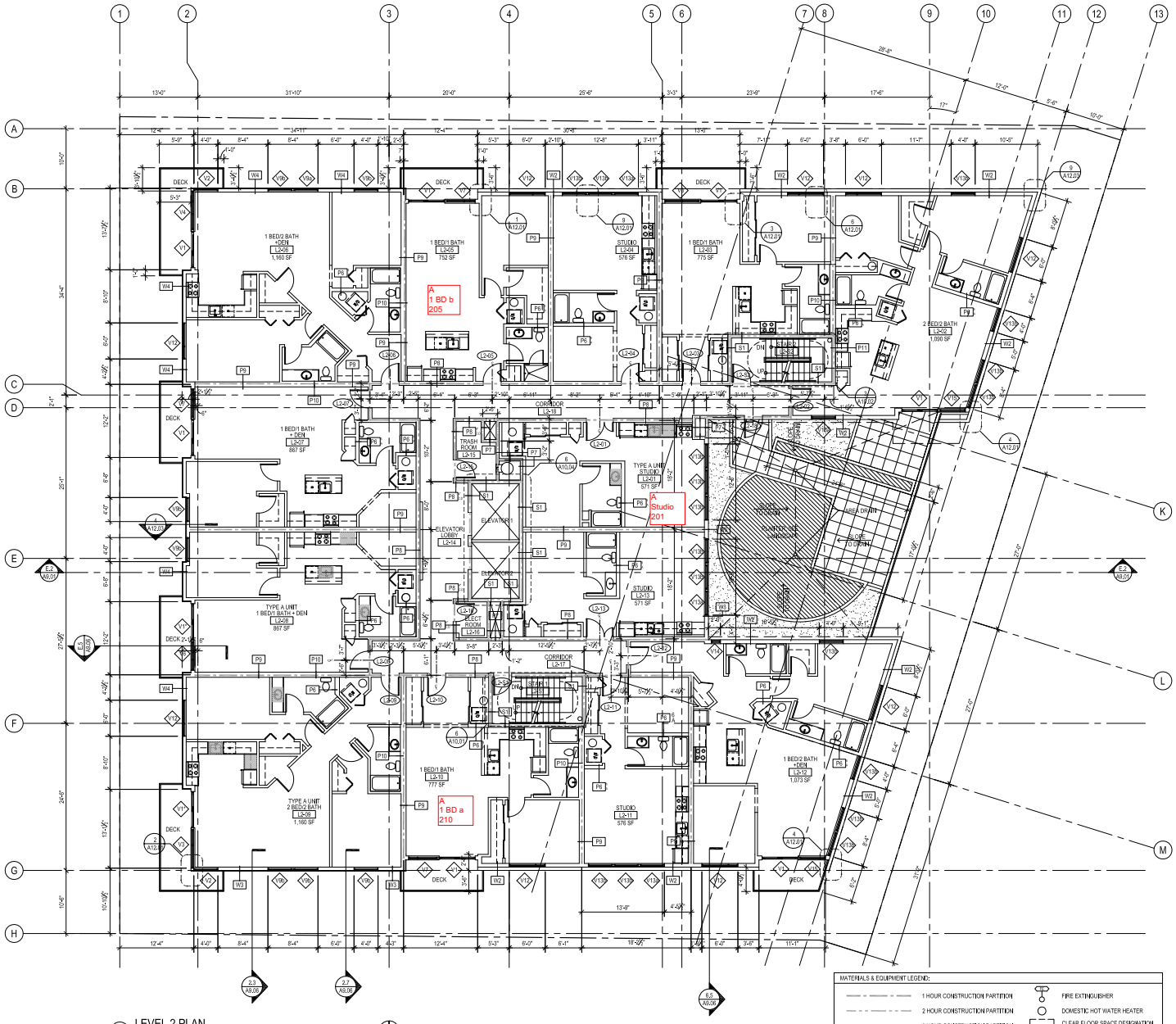
South & Southeast Elevations

SHUGART BATES

A8.02

ATTACHMENT 2
LUNA SOL LLC
MARCH 2, 2010 CITY COUNCIL

ATTACHMENT 3
LUNA SOL, LLC
MARCH 2, 2010 CITY COUNCIL



01 LEVEL 2 PLAN
1/8" = 1'-0"

LEVEL 2 GENERAL NOTES:
1. ALL RESIDENTIAL UNIT INTERIOR WALLS PARTITION TYPE P6 UON
2. ALL RESIDENTIAL UNIT INTERIOR PLUMBING WALLS PARTITION TYPE P6 UON
3. REFER TO ELEVATIONS AND WINDOW SCHEDULE FOR EXACT WINDOW COUNT
4. CORRIDOR AND DEMISING WALLS DIMENSIONED TO CENTER OF WALL.
5. SEE STRL FOR ELEVATOR AND STAIR SHAFT CONSTRUCTION.

MATERIALS & EQUIPMENT LEGEND:

- 1 HOUR CONSTRUCTION PARTITION
- 2 HOUR CONSTRUCTION PARTITION
- 3 HOUR CONSTRUCTION PARTITION
- CONCRETE WALL REF STRUCTURAL
- FIRE EXTINGUISHER
- DOMESTIC HOT WATER HEATER
- CLEAR FLOOR SPACE DESIGNATION FOR AREA OF REFUGE
- PAINT STRIPED CLEAR FLOOR SPACE DESIGNATION

Luna Sol Building

11415 Slater Avenue NE
Kirkland, WA 98033

Owner
Base Capital, LLC
411 108th Avenue, Ste 1970
Bellevue, WA 98004
425.646.3030

Kim Faust
Kimf@basecapital.com

7565 REGISTERED ARCHITECT
JEFFERY DAVID BATES
STATE OF WASHINGTON

BELLWETHER AVE, SUITE 400
SEATTLE, WASHINGTON 98004
PHONE: 206.467.1816
WWW.SHUGARTBATES.COM

SHUGART BATES

Revisions	Date
Permit Submittal	11.09.08
1-Permit Resubmittal	3.13.08
2-Permit Revisions	5.07.08
3-Permit Revisions	7.10.08

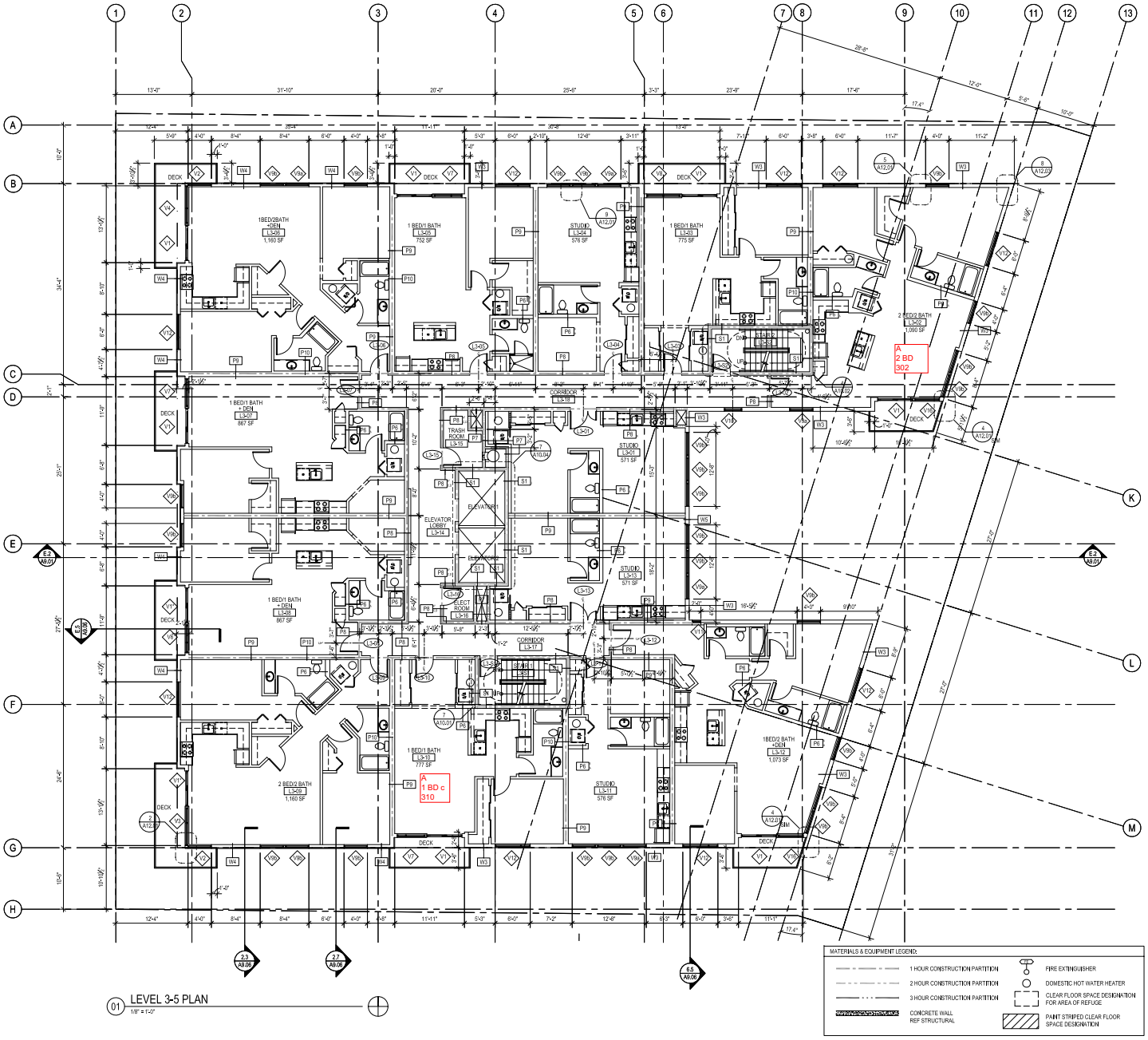
Name:	Consolidated Construction Documents
Date:	8.15.08
Job #:	27006
Permit #:	BLD07-01107
Drawing:	kl
Approval:	jdb

Level 2 Plan

SHUGART BATES

A2.05

ATTACHMENT 3
LUNA SOL LLC
MARCH 2, 2010 CITY COUNCIL



01 LEVEL 3-5 PLAN
1/8" = 1'-0"

LEVELS 3-5 GENERAL NOTES:
1. ALL RESIDENTIAL UNIT INTERIOR WALLS PARTITION TYPE P6 UON
2. ALL RESIDENTIAL UNIT INTERIOR PLUMBING WALLS PARTINTION TYPE P6 UON
3. REFER TO ELEVATIONS AND WINDOW SCHEDULE FOR EXACT WINDOW COUNT
4. CORRIDOR AND DEMISING WALLS DIMENSIONED TO CENTER OF WALL
5. SEE STRL FOR ELEVATOR AND STAIR SHAFT CONSTRUCTION

MATERIALS & EQUIPMENT LEGEND:

- 1 HOUR CONSTRUCTION PARTITION
- 2 HOUR CONSTRUCTION PARTITION
- 3 HOUR CONSTRUCTION PARTITION
- CONCRETE WALL REF STRUCTURAL
- FIRE EXTINGUISHER
- DOMESTIC HOT WATER HEATER
- CLEAR FLOOR SPACE DESIGNATION FOR AREA OF REFUGE
- PAINT STRIPED CLEAR FLOOR SPACE DESIGNATION

Luna Sol Building

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Kirkland, WA 98033

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Base Capital, LLC
411 108th Avenue, Ste 1970
Bellevue, WA 98004
425.646.3030

Kim Faust
Kimf@basecapital.com

7565 REGISTERED ARCHITECT
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SHUGART BATES

Revisions	Date
Permit Submittal	11.09.08
1-Permit Resubmittal	3.13.08
2-Permit Revisions	5.07.08
3-Permit Revisions	7.10.08

Name:	Consolidated Construction Documents
Date:	8.15.08
Job #:	27006
Permit #:	BLD07-01107
Drawing:	kd
Approval:	jdb

Level 3-5 Plan

SHUGART BATES

A2.06

RESOLUTION R-4805

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT TO ENTER INTO A CONTRACT WITH LUNA SOL, LLC, REGARDING A POTENTIAL MULTIFAMILY HOUSING PROPERTY TAX EXEMPTION AND APPROVING THE ISSUANCE OF A CONDITIONAL CERTIFICATE OF TAX EXEMPTION

WHEREAS, Luna Sol, LLC, has applied for a limited property tax exemption as provided for in Chapter 84.14 RCW and Chapter 5.88 KMC for multifamily residential rental housing ("Multifamily Housing") in the Totem Lake and North Rose Hill Target Area, and the Director of Planning and Community Development has approved the application; and

WHEREAS, Luna Sol has submitted to the City preliminary site plans and floor plans for new Multifamily Housing to be constructed as part of a fifty-two (52) unit mixed-use project on property situated at 11415 Slater Avenue NE in Kirkland, Washington; and

WHEREAS, the Director has determined the multifamily housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption,

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

Section 1. The Director of the Department of Planning and Community Development is hereby authorized and directed to execute on behalf of the City of Kirkland an agreement substantially similar to that attached as Exhibit "A", which is entitled "MultiFamily Housing Limited Property Tax Exemption Agreement" and thereafter issue a Conditional Certificate of Acceptance of Tax Exemption

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____, 2010.

_____
MAYOR

Attest:

_____
City Clerk

MULTIFAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20___, between the City of Kirkland, a State of Washington municipal corporation (hereinafter referred to as "City") and the Luna Sol, LLC**,** a Limited Liability Company (hereinafter referred to as "Applicant"), and incorporated attachments and exhibits, contains all terms and conditions agreed to by the City and the Agency to undertake the activities described herein.

RECITALS

1. Applicant has applied for a limited property tax exemption for eight years as provided for in Chapter 84.14 RCW and Chapter 5.88 KMC for multifamily residential rental housing ("Multifamily Housing") in the Totem Lake and North Rose Hill Target Area, and the Director of Planning and Community Development has approved the application; and

2. Applicant has submitted to the City preliminary site plans and floor plans for new Multifamily Housing to be constructed as part of a fifty-two (52) unit mixed-use project (the "Project") on property situated at 11415 Slater Avenue NE in Kirkland, Washington ("Property), and as more particularly described in **Exhibit "A"** which is attached hereto, and incorporated by reference herein

3. Applicant is the owner of the Property; and

4. No existing rental housing building that contained four or more occupied dwelling units was demolished on the Property within 18 months prior to Applicant's submission of its application for limited property tax exemption; and

5. The City has determined that the Multifamily Housing will, if completed, occupied, and owned as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

6. This Agreement is entered into pursuant to City Council action taken on __**(date of council action)**____.

NOW, THEREFORE, in consideration of the mutual promises herein, City and Applicant do mutually agree as follows:

1. Conditional Certificate of Acceptance of Tax Exemption.

City agrees, upon execution of this Agreement following approval by the City Council, to issue a Conditional Certificate of Acceptance of Tax Exemption ("Conditional Certificate"), which Conditional Certificate shall expire three (3) years from the date of approval of this Agreement by the Council, unless extended by the Director as provided in KMC 5.88.070.

2. Agreement to construct Multifamily Housing.

a. Applicant agrees to construct the Project on the Property, including the Multifamily Housing, substantially as described in the site plans, floor plans, and elevations attached hereto in Exhibit B, subject to such modifications thereto as may be required to comply with applicable codes and ordinances, including the design review process. In no event shall Applicant provide fewer than four new dwelling units designed for permanent residential rental occupancy, nor shall permanent residential rental housing comprise less than fifty percent of the gross floor area of the Project constructed pursuant to this Agreement.

b. Applicant agrees to construct the Project on the Property, including the Multifamily Housing, and to comply with all applicable zoning requirements, land use regulations, and building and housing code requirements contained in KMC Titles 22, 23 and 25 or other applicable law. Applicant further agrees that approval of this Agreement by the City Council, its execution by the Planning Director, or issuance of a Conditional Certificate by the City pursuant to KMC chapter 5.88.060 in no way constitutes approval of proposed improvements on the Property with respect to applicable provisions of KMC Titles 22, 23, and 25 or other applicable law or obligates the City to approve proposed improvements.

c. Applicant agrees that the Multifamily Housing will be completed within three years from the date of approval of this Agreement by the Council, unless extended by the Director for cause as provided in KMC 5.88.070.

3. Agreement to provide affordable housing.

Applicant agrees to provide five (5) Affordable Units, specifically available for Moderate Income Households affordable to households whose household annual income does not exceed eighty percent of the King County median household income, adjusted for household size, as determined by HUD, and no more than thirty percent of the monthly household income is paid for monthly housing expenses (rent and an appropriate utility allowance). The mix and configuration of housing units (e.g., studio, one-bedroom, two-bedroom, etc.) shall be substantially proportional to the mix and configuration of the total housing units in the project. The Owner agrees that the Affordable Units will consist of one (1) studio unit (minimum of 570 square feet), three (3) one-bedroom units (minimum of 750 square feet) and one (1) two-bedroom unit (minimum of 1050 square feet) designed substantially as approved in Design Review and subsequent Building Permit Review processes (DRC07-00005 and BLD07-01107).

4. Location and Design of Affordable Units/ Affordability Agreement.

The Affordable Units shall be those units indicated in **Exhibit C**. The Owner may propose to change the particular units dedicated for the Affordable Units, provided that a total of five units are designated for Affordable Units, and the same unit mix and minimum sizes of affordable units is maintained. The Owner shall request in writing the City's approval of any proposed change to the units dedicated for the Affordable Units. The City will review the proposed changes and shall base its approval or disapproval of the proposed changes upon the criteria set forth in this section.

The exterior designs of the Affordable Units are to be compatible and comparable with the market rate units. The interior finish of the Affordable Housing Units shall at a minimum include standard features and result in a totally finished and livable home.

Prior to issuing a certificate of occupancy, an agreement in a form acceptable to the city attorney and substantially in the form of **Exhibit D** that addresses price restrictions, eligible household qualifications, long-term affordability, and any other applicable topics of the affordable housing units shall be recorded with the King County department of records and elections. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs and successors of the applicant. Affordable housing units that are provided under this section shall remain as affordable housing for the life of the project.

5. Requirements for Final Certificate of Tax Exemption.

Applicant may, upon completion of the Multifamily Housing and upon issuance by the City of a temporary or permanent certificate of occupancy, request a Final Certificate of Tax Exemption. The request shall be in a form approved by the city and directed to the City's Planning Department and at a minimum include the following:

a. A statement of expenditures made with respect to the overall Project and the residential and non-residential portions of the Project.

b. A description of the completed work, including floor area of residential and non-residential area, and a statement of qualification for the exemption;

c. Documentation that the Multifamily Housing was completed within the required three-year period or any authorized extension and in compliance with the terms of this Agreement;

d. Information regarding Applicant's compliance with the affordability requirements in KMC 5.88.090 and this Agreement, which shall include the following:

(1) Identification of all Affordable Units, whether rented or held vacant to be rented by Income Eligible Occupants, the size of the Affordable Units, and the maximum rents and household incomes for each affordable unit at time of initial leasing;
(2) Rents (or offering rents, as applicable) for all Affordable Units;
(3) A copy of the application and income verification form used for rental of Affordable Units; and
(4) A copy of the form of lease or rental agreement to be used for Affordable Units; and

e. Any such further information that the Director deems necessary or useful to evaluate eligibility for the Final Certificate of Tax Exemption.

6. Agreement to Issue Final Certificate.

The City agrees to file a Final Certificate of Tax Exemption with the King County Assessor within forty (40) days of submission of all materials required by paragraph 5, if Applicant has:

a. Successfully completed the Multifamily Housing in accordance with the terms of this Agreement and KMC chapter 5.88;

b. Filed a request for a Final Certificate of Tax Exemption with the Director and submitted the materials described in Paragraph 5 above;

c. Paid to the City a fee in the amount of $150.00 to cover the Assessor's administrative costs; and

d. Met all other requirements provided in KMC chapter 5.88 for issuance of the Final Certificate of Tax Exemption.

7. Annual Certification.

Within thirty (30) days after the first anniversary of the date the City filed the Final Certificate of Tax Exemption and each year thereafter , Applicant agrees to file a certification or declaration with the Director, verified upon oath or affirmation, with respect to the accuracy of the information provided therein, containing at a minimum the following:

a. A statement of the occupancy and vacancy of the Multifamily Housing units during the previous year; and

b. A statement that the Multifamily Housing has not changed use since the date of filing of the Final Certificate of Tax Exemption; and

c. A statement that the Multifamily Housing continues to be in compliance with this Agreement and the requirements of KMC chapter 5.88; and

d. A description of any improvements or changes to the Project made after the filing of the Final Certificate or the previous certification; and

e. A statement of the change in ownership of all or any part of the property since the final certificate was filed

f. Information and documentation sufficient to demonstrate, to the satisfaction of the Director, compliance with the affordability requirements of KMC 5.88.090 and this Agreement, which shall, at minimum, include the following:

(1) Identification of each Affordable Unit, and any substitution of Affordable Units during the previous year and for each Affordable Unit, the current Household Income limits and maximum allowed rent.

(2) For each Affordable Unit that was initially occupied or that had a change of tenancy during the previous year, the date of each tenant's initial occupancy, the household size and Household Income of each tenant household at initial occupancy, and the rent charged at initial occupancy.

(3) For each Affordable Unit that was occupied by the current tenant prior to the previous year, the date of each tenant's initial occupancy, the tenant's current Household Income, the tenant's Household Income at initial occupancy, and current contract rent.

8. No violations for duration of exemption.

For the duration of the exemption granted under KMC chapter 5.88, Applicant agrees that the Project and that portion of the Property on which the Project is constructed will have no violations of applicable zoning requirements, land use regulations, and building and housing code requirements contained in KMC Titles 22, 23, and 25 or other applicable law for which the Department of Planning and Community Development or its functional successor shall have issued a notice of violation, citation or other notification that is not resolved by a certificate of compliance, certificate of release, withdrawal, or another method that proves either compliance or that no violation existed, within the time period for compliance, if any, provided in such notice of violation, citation or other notification or any extension of the time period for compliance granted by the Director.

9. Notification of transfer of interest or change in use.

Applicant agrees to notify the Director within thirty (30) days of any transfer of Applicant's ownership interest in the Project or that portion of the Property on which the Project is constructed. Applicant further agrees to notify the Director and the King County Assessor within sixty (60) days of any change of use of any or all of the Multifamily Housing on the Property to another use. Applicant acknowledges that such a change in use may result in cancellation of the tax exemption and imposition of additional taxes, interest and penalties pursuant to State law.

10. Cancellation of Exemption - Appeal.

a. The City reserves the right to cancel the Final Certificate of Tax Exemption if at any time the Multifamily Housing, the Project or that portion of the Property on which the Project is constructed no longer complies with the terms of this Agreement or with the requirements of KMC chapter 5.88, or for any other reason no longer qualifies for an exemption.

b. If the exemption is canceled for non-compliance, Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of 20% of the difference calculated under paragraph (a) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and

penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and KMC chapter 5.88. Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the Property on which the Project is constructed and attach at the time the portion of the Property is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Property may become charged or liable. Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes.

c. Upon determining that a tax exemption is to be canceled, the Director, on behalf of the City Council, shall notify the property owner by certified mail, return receipt requested. The property owner may appeal the determination in accordance with KMC 5.88.100(h).

11. Amendments.

No modification of this Agreement shall be made unless mutually agreed upon by the parties in writing and unless in compliance with the provisions of KMC 5.88.065.

12. Binding Effect.

The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.

13. Audits and Inspection of Records.

Applicant understands and agrees that the City has the right to audit or review appropriate records to assure compliance with this Agreement and KMC chapter 5.88 and to perform evaluations of the effectiveness of the Multifamily Tax Exemption program. Applicant agrees to make appropriate records available for review or audit upon seven days' written notice by the City.

14. Notices.

All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when hand-delivered within normal business hours, when actually received by facsimile transmission, or two business days after having been mailed, postage prepaid, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

APPLICANT: Luna Sol, LLC
11415 Slater Avenue, Suite 100
Kirkland, WA 98033
Tel: 425-250-0494
Attn: Kim Faust

CITY: City of Kirkland
Planning Department
City of Kirkland
123 5th Avenue
Kirkland, WA 98033
Attention: Planning Director

15. Severability.

In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement that can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable. However, if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in RCW Chapter 84.14 and KMC Chapter 5.88, then this agreement shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.

16. Exhibits.

The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A Legal Description
Exhibit B Project Site Plan
Exhibit C Designation of Affordable units
Exhibit D Regulatory Agreement and Covenant

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

THE CITY OF KIRKLAND APPLICANT

By:_____ _____ By: _____
Planning Director

Approved as to Form

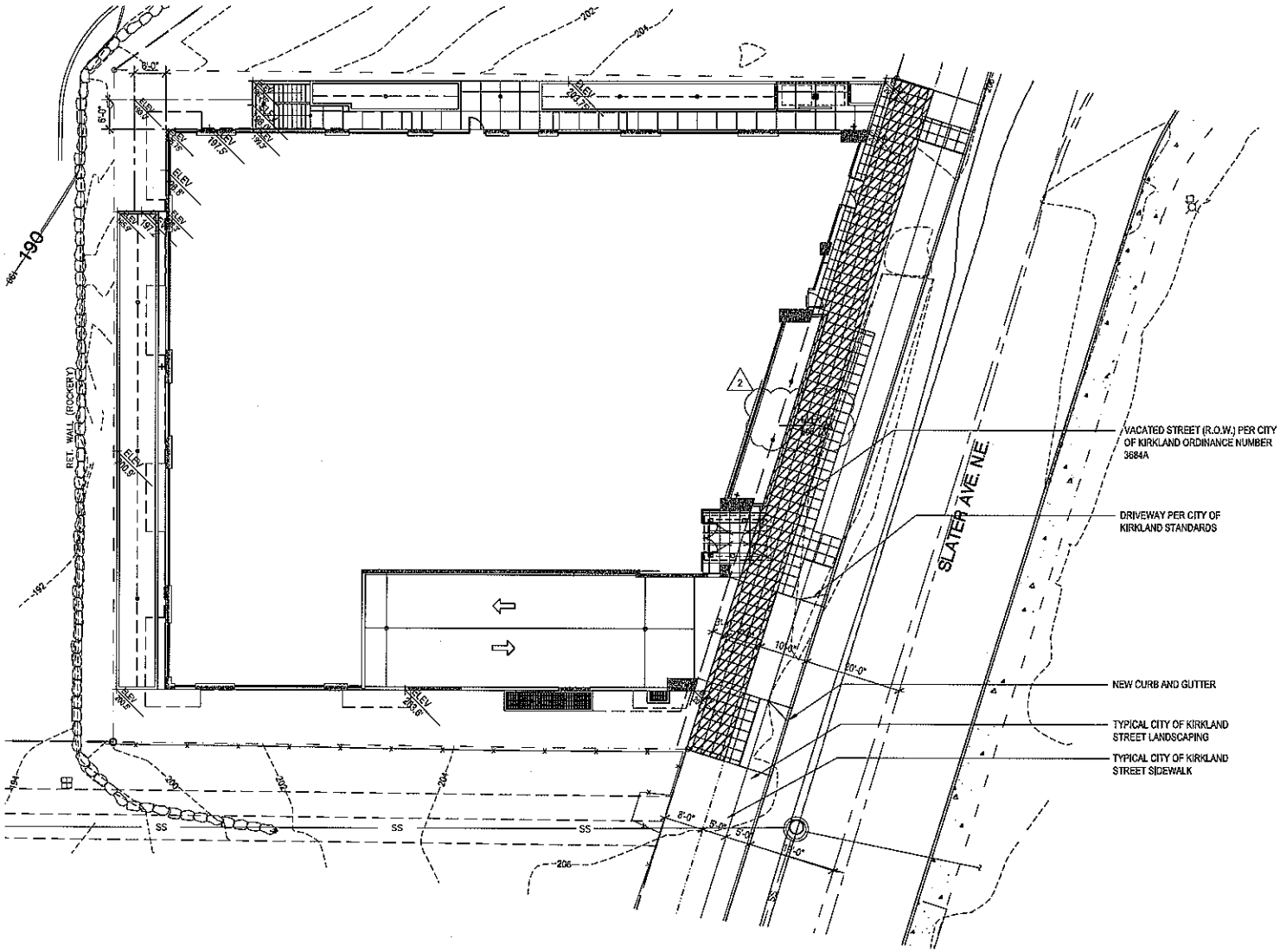
_____
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

LOT 1, KING COUNTY SHORT PLAT NUMBER 778140; RECORDED UNDER RECORDING NUMBER 7912100778, SAID SHORT PLAT BEING A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF SLATER AVENUE NORTHEAST VACATED PURSUANT TO CITY OF KIRKLAND ORDINANCE NUMBER 3684A, A COPY OF WHICH WAS RECORDED UNDER RECORDING NUMBER 9904281126 AND UNDER 19930830000656, WHICH ATTACHED BY OPERATION OF LAW.



01 SITE PLAN
1" = 10'-0"

Luna Sol Building

11415 Slater Avenue NE
Kirkland, WA 98033

Owner
Base Capital, LLC
411 108th Avenue, Ste 1570
Bellevue, WA 98004
425.646.5030

Kim Faust
Kimf@basecapital.com

SHUGART BATES
811 WESTERN AVE, SUITE 404
SEATTLE, WASHINGTON 98104
P: 206.264.7744 F: 206.903.8373
WWW.SHUGARTBATES.COM

Revisions	Date
Permit Submittal	11.09.06
1-Permit Resubmittal	3.13.08
2-Permit Revisions	5.07.08
3-Permit Revisions	7.10.08

Name:	Consolidated Construction Documents
Date:	8.18.08
Job #:	27006
Permit #:	BLD07-01107
Drawing:	lcl
Approval:	jdb

Site Plan

SHUGART BATES A1.01

EXHIBIT B

R-4805

EXHIBIT C

DESIGNATION OF AFFORDABLE UNITS

Unit Number	Unit Type	Unit Size (sq. ft)
201	Studio	571
210	One Bedroom	777
310	One-Bedroom	777
205	One-Bedroom	752
302	Two-Bedroom	1,090

See Attached Floor Plan

EXHIBIT D

LUNA SOL, KIRKLAND

REGULATORY AGREEMENT AND DECLARATION

OF RESTRICTIVE COVENANTS

SECTION 1 - DEFINITIONS AND INTERPRETATION
SECTION 2 - RESIDENTIAL RENTAL PROPERTY
SECTION 3 - AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS
SECTION 4 - REPORTING REQUIREMENTS
SECTION 5 - SECTION 8 CERTIFICATE HOLDERS
SECTION 6 - LEASE PROVISIONS
SECTION 7 - SALE OR TRANSFER OF THE PROJECT
SECTION 8 - TERM
SECTION 9 - NO DISCRIMINATION
SECTION 10 - COVENANTS RUN WITH LAND
SECTION 11 - ENFORCEMENT
SECTION 12 - SUBORDINATION, TERMINATION, RIGHTS RESERVED BY HUD
SECTION 13 - ESTOPPEL CERTIFICATE
SECTION 14 - AGREEMENT TO RECORD
SECTION 15 - RELIANCE
SECTION 16 - GOVERNING LAW
SECTION 17 - NO CONFLICT WITH OTHER DOCUMENTS
SECTION 18 - AMENDMENTS
SECTION 19 - NOTICES
SECTION 20 - SEVERABILITY

EXHIBITS
"A" LEGAL DESCRIPTION OF PROJECT SITE
"B" DESIGNATION OF AFFORDABLE UNITS
"C" CERTIFICATE OF HOUSEHOLD ELIGIBILITY
"D" ANNUAL PROJECT CERTIFICATION

REGULATORY AGREEMENT DECLARATION
OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (the "Agreement") is made and entered into as of this _____day of _____, 20___, by and between the CITY OF KIRKLAND, a Municipal Corporation of the State of Washington (the "City"); and Luna Sol, LLC, a Limited Liability Company (the "Owner").

WITNESSETH:

A. This Agreement is predicated upon the following facts:

1) The Owner is the owner of property located at 11415 Slater Avenue NE, City of Kirkland. Owner intends to develop said property by constructing and renting mixed use development with fifty-two (52) rental units (the "Project") subject to City approval, and such other approvals by State and local agencies, as required.

2) The Owner's proposed Project shall include five (5) affordable rental units for Moderate Income Households (Eligible Households). Such affordable rental units shall be of such bedroom size and quality as are in proportion to the overall proportion of bedroom sizes and quality of all of the rental units in the project.

3) The City finds that the Owner's Project will benefit the City by providing rental housing for Eligible Households.

4) Applicant has applied for a limited property tax exemption for eight years as provided for in Chapter 84.14 RCW and Chapter 5.88 KMC for multifamily residential rental housing ("Multifamily Housing") in the Totem Lake and North Rose Hill Target Area, and the Director of Planning and Community Development has approved the application;

5) The Owner has indicated its willingness to accept certain conditions affecting the use of the property. It is the purpose of this Agreement to set forth the conditions under which the City has approved the project and to impose enforceable restrictions on the use and occupancy of the rental portion of the project.

6) This Agreement is entered into pursuant to City Council action taken on _____.

NOW, THEREFORE, for and in consideration of the mutual promises aforesaid and made and relied upon by the parties hereto, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City agree as follows:

SECTION 1 - DEFINITIONS AND INTERPRETATION

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

"Affordable Rents" means a monthly housing expense, including if applicable a Utility Allowance, which is no greater than 30% of the monthly median income for Eligible Households within the Seattle Metropolitan Statistical Area (Seattle MSA), as shown in the following chart, as adjusted for Household Size. The maximum Affordable Rents shall be adjusted no more than once every 12 months and such adjustment shall be by a factor equivalent to adjustments in the Seattle MSA Median Income.

Applicable Median Income Level

Affordable Rent Level	
Moderate Income	80%

"Affordable Units" means the five (5)units in the Rental Project as selected by the Owner and as approved by the City, as set forth in Exhibit B, and reserved for occupancy by Eligible Households pursuant to Section 3,adjusted for household size.

"City" means the City of Kirkland.

"Completion Date" means the date of the completion of the acquisition, construction, purchase, reconstruction and equipping, as the case may be, of the Project by the Owner.

"Eligible Household" means one or more adults and their dependents who certify that they meet the qualifications for eligibility set forth below in this definition, Section 3.F of this Agreement, and as set forth in the Certificate of Household Eligibility attached hereto as Exhibit "C" and incorporated by reference herein, and who certify that their incomes do not exceed the applicable percent of the median household income for the Seattle MSA, as set forth in this definition and Section 3.F of this Agreement, adjusted for household size, as published by the United States Department of Housing and Urban Development (HUD).

M**aximum Percent of Median Income at Occupancy**

Income Level	
Moderate Income	80%

"Property Tax Exemption Agreement" means that agreement titled Multifamily Housing Limited Property Tax Exemption Agreement between the City of Kirkland and Owner dated _____.

"Household Income" means all income from all household members over the age of 18 residing in the household. Income consists of those items listed in Exhibit C, Certificate of Household Eligibility (e.g. wages, interest income, etc). Income of dependents who reside within a household for less than four (4) months of the year will not be counted toward household income.

"Household Size" means the average household size assumed for purposes of calculating Affordable Rents as follows:

UNIT TYPEAVERAGE HOUSEHOLD SIZE

Studio 1 Person

1 Bedroom	2	Persons
2 Bedroom	3	Persons
3 Bedroom	4	Persons

"Lender" means HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or another party upon foreclosure of a deed of trust or mortgage ("Deed of Trust")insured, made or held by HUD/FHA, VA, FNMA, FHLMC or an institutional third-party lender or investor.

"Median Income" means the median income for the Seattle MSA as most recently determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended. In the event that HUD no longer publishes median income figures for King County, the city may use or determine such other method as it may choose to determine the King County median income, adjusted for household size. (from KMC 5.88.090)

"Owner" means Luna Sol, LLC, a Limited Liability Company, and its successors and assigns, and any surviving, resulting or transferee entity.

"Owner Representative" means the persons or persons (who may be employees of the Owner) designated from time to time to act hereunder on behalf of the Owner in a written certification furnished to the City, containing a specimen signature of such person or persons and signed by the Owner or on behalf of the Owner by a duly authorized representative of the Owner.

"Project" means the building, structures and other improvements to be constructed on the Project Site, and all equipment, fixtures and other property owned by the Owner and located on, or used in connection with, such buildings, structures and other improvements and all functionally related and subordinate facilities.

"Project Site" means the project property which will be devoted to the Project as more particularly described in Exhibit "A" which is attached hereto, and incorporated by reference herein, and all rights and appurtenances thereunto appertaining.

"Qualified Project Period" means for the life of the Project.

"Regulatory Agreement or Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants between the City and the Owner.

"Required Rental Period" means, with respect to the Affordable Units, the Qualified Project Period.

"Section 8 Household" means one or more adults and their dependents who are recipients of Federal certificates for rent subsidies pursuant to the existing HUD program under Section 8.

"Utility Allowance" means that portion of housing expenses for utilities. Therefore, Affordable Rents are calculated assuming payment of all utilities (not including phone or television cable) by the Owner. In the event gas and/or electric utilities, used for purposes of heating, cooking and/or lighting, are paid directly by the tenant, then the monthly Affordable Rent will be reduced by the following allowance:

Studio	$37
One Bedroom	$56
Two Bedroom	$74

The base year for these allowance figures is 2009. The allowance figures will be adjusted annually based on changes in the Consumer Price Index-U.S. Cities Average- All Urban Consumers. If water, garbage and/or sewage are paid for directly by the tenant, the affordable rent levels will be further reduced by the typical cost to the tenant of such utilities, or a set allowance established by the City.

Unless the context clearly requires otherwise, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. All the terms and provisions hereof shall be construed to effectuate the purposes set forth in this Agreement and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in the construing this document or any provision hereof or in ascertaining intent, if any question of intent shall arise.

SECTION 2 - RESIDENTIAL RENTAL PROPERTY

A. General Description The Project will be acquired and/or constructed for purposes of providing a mixed use development that includes multi-family rental housing and the Owner shall own, manage and operate (or cause the management and operation of) the rental portion of the Project to provide multiple family rental housing comprised of a building or structure or several inter-related buildings or structures, each consisting of more than one dwelling unit and facilities functionally related and subordinate thereto, and no other facilities. As used herein facilities functionally related and subordinate to the Project shall include facilities for use by the tenants, including, for example, other recreational facilities, parking areas, and other facilities which are reasonably required for the Project, for example, heating and cooling equipment, trash disposal equipment or units of resident managers or maintenance personnel.

B. Similar Quality Construction All of the dwelling units in the Project shall be constructed of similar quality, and each dwelling unit in the Project shall contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a household which are complete, separate and distinct from other dwelling units in the Project and will include a sleeping area, separate bathing facility, and a cooking range, refrigerator and sink.

C. Conversion to Condominium In the event the project is proposed for conversion to condominium, owner-occupied, or non-rental residential use, the Owner must submit to the City for its approval a plan for preserving the Affordable Units. The City can consider options which would convert the Affordable Units to owner occupancy by Eligible Households. This section does not waive the owner's obligations to comply with any other law or regulations pertaining to conversion to ownership use.

SECTION 3 - AFFORDABLE UNITS FOR ELIGIBLE HOUSEHOLDS

A. Number of Affordable Units. All of the Affordable Units in the Project shall be leased or rented, or available for lease or rental, to the general public, and, the Owner shall designate all of the Affordable Units, reserved for occupancy by Eligible Households, as follows:

Median Income Level	**Affordable Units**
Moderate Income	5
Total	5

The mix and configuration of Affordable Units (e.g., studio, one-bedroom, two-bedroom, etc.) shall be substantially proportional to the mix and configuration of the total housing units in the project, and will consist of one (1) studio unit (minimum of 570 square feet), three (3) one-bedroom units (minimum of 750 square feet) and one (1) two-bedroom unit (minimum of 1050 square feet).

B. Designation/Redesignation of Affordable Units. The Affordable Units shall be those units indicated in Exhibit B. Units so designated shall have substantially the same equipment and amenities as other dwelling units in the Project with the comparable number of rooms. The Affordable Units shall be intermingled with all other dwelling units and shall retain the same unit mix identified in paragraph "A" of this section The City shall base its approval or disapproval of the proposed Affordable Units upon the criteria set forth in this section.

The Owner, from time to time, may propose to change the particular units declared as Affordable Units provided that at all times at least five (5) of all of the residential units are designated as Affordable Units, and provided that at all times the same unit mix is retained. The Owner shall notify the City of the proposed change in writing for the City's approval. The City will review the proposed changes and shall base its approval or disapproval of the proposed changes based upon the criteria set forth in this section.

C. Affordable Units Rent Level The monthly rental for the Affordable Units occupied by Eligible Households shall not exceed the applicable Affordable Rents, and for each specific tenant, shall be adjusted no more than once every twelve (12) months, and in no event within the first twelve (12) months of occupancy.

D. Renting Affordable Units to Eligible Households During the Qualified Project Period, the Owner shall rent or lease the Affordable Units to Eligible Households and, if at any time the Owner is unable to rent or lease the Affordable Units, the Affordable Units shall remain vacant pending rental or lease to Eligible Households.

E. Equal Access to Common Facilities Tenants in the Affordable Units shall have equal access to enjoyment of all common facilities of the Project.

F. Qualifying Eligible Household Income for Affordable Units at Initial Occupancy and

Recertification. Qualifying Eligible Household Income at time of occupancy may not exceed the applicable percent of Seattle MSA median income set forth in the chart below, adjusted for Household Size. At time of annual recertification, a household will remain eligible for an Affordable Unit as long as Household Income does not exceed the applicable percent of median income, adjusted for household size. In the event, at the time of recertification, Household Income exceeds the maximum recertification income limit for the income level they initially qualified for then the Household must within 90 days either: pay market rent and the next available comparable market rate unit must be rented as an Affordable Unit; or vacate the unit, unless otherwise prohibited by law, to make it available for a qualified Moderate Income Household.

Maximum permitted Income Levels

Eligible Households	Maximum Initial Income	Maximum Recertification Income
Moderate Income	80%	100%

G. This section left intentionally blank

H. No Preference to Any Class or Group The Owner shall not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be occupied by Eligible Households and as otherwise provided for in this Section.

SECTION 4 - REPORTING REQUIREMENTS

A. Notice of Occupancy Permit Within thirty (30) days of issuance of final inspection, and if applicable any occupancy permits, the Owner shall notify the City's Planning and Community Development Department [Attn: Housing Planner] or its assignee, of receipt of an occupancy permit.

B. City Mailing List The City maintains a mailing list of households interested in occupying Affordable Units. From time to time the City or its assignee, will provide to the Owner the names of persons from the City's mailing list. In determining which eligible applicants shall be rented Affordable Units, the Owner shall, subject to Section 4.C below, reasonably consider persons on the City's mailing list, and when they were placed on the City's mailing list.

C. Completion of Certificate of Household Eligibility Prior to allowing any household to occupy any Affordable Unit, the Owner shall require the prospective tenant to complete a Certificate of Household Eligibility that shall be substantially in the form set forth in Exhibit C. The Owner shall also undertake a good faith effort to verify the applicant's Household Income, as reported on the completed Certificate. The Owner's obligation to verify the reported Household Income shall be limited to requesting copies of and reviewing the applicant's federal income tax returns, unless the Owner has actual knowledge, or reason to believe, that the information provided by the applicant is materially inaccurate. In the event federal income tax returns are not available, Household Income shall be verified by wage or salary statements, or other income records that the City may consider appropriate. In the event a household is receiving Section 8 assistance, the requirements of this

Section 4.C and Section 4.D of this Agreement can be met through providing documentation associated with complying with the Section 8 program.

D. Annual Recertification of Residents On an annual basis, the Owner shall require all households occupying an Affordable Unit to complete and return to the Owner an updated Certificate of Household Eligibility. The Owner shall undertake a good faith effort to verify the reported Household Income, as reported in the completed Statement. The Owner's obligation to verify the Household Income shall be limited to obtaining a copy of and reviewing the tenant's federal income tax returns, unless the Owner has actual knowledge or reason to believe that the information provided by the household is materially inaccurate. In the event federal income tax returns are not available, Household Income shall be verified by wage or salary statements, or other income records that the City may consider appropriate.

Such certifications shall be filed with the City, by attachment to the Annual Project Certification required pursuant to Subsection 'E' and are subject to independent investigation and verification by the City.

E. Annual Project Certification After the Project is available for occupancy and until 90% of the rental units are occupied, the Owner shall, on a quarterly basis, file with the City an Annual Project Certification, in substantially the form of Exhibit "D". Thereafter, during the term of the Regulatory Agreement, such certification shall be filed annually on or before March 31st and shall set forth the required information for the preceding year.

F. Maintain Complete Records The Owner shall maintain complete and accurate records pertaining to the Affordable Units, and shall permit any duly authorized representative of the City to inspect the books and records of the Owner pertaining to the incomes of Eligible Households residing in the Project. Failure to maintain such records, or failure to allow examination by the City shall constitute a default hereunder.

G. Form of Certification Notwithstanding anything in this Section to the contrary, all documentation required by this Section shall be submitted on the forms designated herein as such forms may be modified by the City from time to time. Changes to forms by the City shall not significantly enlarge the Owner's obligations hereunder.

H. Annual Reporting Requirements. The Agency shall submit to the City or its designee annual monitoring reports for the Project. Such reports shall be in a form and content specified by the City, and shall be submitted annually for the Qualified Project Period**.** The City will use the monitoring reports to determine compliance with affordability. The annual reports will be due by March 31st of each year and will be the basis for verification of the continued affordability of the units and documentation of service to the eligible client group(s).

SECTION 5 - SECTION 8 CERTIFICATE HOLDERS

A. The Owner shall accept as tenants for Affordable Units, on the same basis as all other prospective households, households who are recipients of Federal certificates for rent subsidies pursuant to the existing program under Section 8. The Owner shall not apply, or permit the application of, management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of Units by holders of Section 8 certificates.

SECTION 6 - LEASE PROVISIONS

A. It is the Owner's responsibility to screen and select tenants for desirability and credit worthiness. Such selection is within the Owner's discretion. If written management policies exist, or exist in the future, with respect to the Project, the City may review such written policies and may require changes in such policies, if necessary, so that they comply with the requirements of this Agreement.

B. All leases for Eligible Households shall contain clauses wherein each individual lessee: (i) certifies the accuracy of the statements made in the Income Certification, (ii) agrees that the household income and other eligibility requirements shall be deemed substantial and material obligations of his tenancy, and (iii) agrees that misrepresentation in the certification is a material breach of the lease, entitling the Owner to terminate the lease for the Affordable Unit.

SECTION 7 - SALE OR TRANSFER OF THE PROJECT

The Owner hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any portion thereof without first providing a written notice from the purchaser stating that the purchaser understands, and will comply with the Owner's duties and obligations under this Agreement. Such notice must be received by the City at least 10 days prior to the close of escrow.

SECTION 8 - TERM

This Regulatory Agreement shall become effective upon its execution and delivery, and shall continue in full force and effect throughout the Qualified Project Period, unless sooner modified or terminated in accordance with Section 12 hereof.

SECTION 9 - NO DISCRIMINATION

The Owner shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, in the lease, use, or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

SECTION 10 - COVENANTS RUN WITH LAND

The City and Owner hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Project by certain Eligible Households, and (ii) by furthering the public purposes of providing housing for Eligible Households.

The City and the Owner hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Owner and their successors and assigns and all subsequent owners of the Project or any interest therein, and the City and its successors and assigns, all for the Qualified Project Period. Except as provided in Section 12 of this Regulatory Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or any portion thereof or interest therein shall contain an express provision making such

conveyance subject to the covenants and conditions of this Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

SECTION 11 - ENFORCEMENT

A. Enforcement Provisions The Owner shall exercise reasonable diligence to comply with the requirements of this Agreement and shall correct any such noncompliance within sixty (60) days after such noncompliance is first discovered by the Owner or would have been discovered by the exercise of reasonable diligence, or within 60 days after the Owner receives notice of such noncompliance from the City or its assignee; provided however, that such period for correction may be extended by the City if the Owner is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Owner shall be in default and the City on its own behalf may take any one or more of the following steps:

1) By any suit, action or proceeding at law or in equity, require the Owner to perform its obligations under this Regulatory Agreement, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder; it being recognized that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Owner's default;

2) Have access to, and inspect, examine and make copies of, all of the books and records of the Owner pertaining to the Project. Provided, however, the City shall not divulge such information to any third party unless required by law or unless the same is necessary to enforce the City's rights hereunder; and

3) Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Owner under this Regulatory Agreement.

4) The Owner hereby grants to the City or its assignee the option, upon Owner's default under this Regulatory Agreement, for the Qualified Project Period to lease up to five (5) of the units in the Project as mutually selected by the City and the Owner for the purpose of subleasing such units to Eligible Households, but only to the extent necessary to comply with the provisions of this Agreement. The City shall lease from the Owner the units at the Affordable Rent level less a reasonable management fee to reimburse the City for any expenses incurred in connection with such sublease. The City may terminate its lease of the units in the Project upon determination that the Owner is no longer in default pursuant to this Agreement.

B. Hold Harmless The Owner hereby agrees to pay, indemnify and hold the City or any other party authorized hereunder to enforce the terms of this Regulatory Agreement harmless from any and all costs, expenses and fees, including all attorneys' fees which may be incurred by the City or any other party in enforcing or attempting to enforce this Regulatory Agreement following any default hereunder on the part of the Owner or its successors, whether the same shall be enforced by suit or otherwise; together with all costs, fees and expenses which may be incurred in connection with any amendment to this Regulatory Agreement or otherwise by the City at the

request of the Owner.

SECTION 12 - SUBORDINATION, TERMINATION, RIGHTS RESERVED BY HUD

A. Notwithstanding any provision in this Agreement to the contrary, all of the provisions of this Agreement shall terminate and have no further force and effect upon the occurrence of one of the following events:

(1) Foreclosure of a HUD/FHA insured loan is initiated under which the subject property is held as a security.

(2) Title to the subject property is acquired by Lender or HUD/FHA by deed in lieu of foreclosure of the Deed of Trust.

(3) Title to subject project is acquired by HUD/FHA, Veterans Administration ("VA"), Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") or another party upon foreclosure of a deed of trust or mortgage ("Deed of Trust") insured, made or held by HUD/FHA, VA, FNMA, FHLMC or an institutional, third-party lender or investor (collectively, "Lender").

(4) The Deed of Trust, if insured by HUD/FHA, is assigned to HUD/FHA.

Notwithstanding anything in this Agreement to the contrary, enforcement of this Agreement shall not serve as a basis for (i) default under the Deed of Trust insured by HUD/FHA or any other Lender, or (ii) an acceleration of the loan secured by the Deed of Trust ("Loan"), or result in any claim against the Project, the Loan proceeds, any reserve or deposit required by HUD/FHA or any other Lender in connection with the Loan transaction or the rents or other income from the subject project other than from available surplus cash as that term is defined by HUD/FHA or any other Lender.

B. Notwithstanding anything in this Agreement to the contrary:

(1) All of the provisions of this Agreement are subordinate and subject to the Deed of Trust, the Loan, and all documents relating to the Loan ("Loan Documents"), all applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended and the regulations thereunder, as amended, and the rights of the Lender thereunder. In the event of any conflict between this Agreement and the provisions of any applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended the applicable HUD/FHA mortgage insurance regulations, related HUD/FHA administrative requirements, Section 8 of the U.S. Housing Act of 1937, as amended, and the regulations thereunder, as amended will control.

(2) Lender shall take no role in monitoring compliance with state and federal use and occupancy requirements; nor shall Lender be required to provide notice to third parties of actions under the Deed of Trust.

(3) No amendment to this Agreement will be effective without the prior written consent of Lender.

(4) The Owner, its successors or assigns, will take all steps necessary to comply with this Agreement; provided that the Owner, its successors or assigns, shall not be required to take action prohibited by, or to refrain from action required by Lender, pursuant to the National Housing Act (as amended), applicable HUD/FHA mortgage insurance regulations, related administrative requirements, Section 8 of the Housing Act of 1937, as amended, and the regulations thereunder, as amended, or the Loan and the Loan Documents.

SECTION 13 - ESTOPPEL CERTIFICATE

The City agrees, upon the request of the Owner or its successor in interest, to promptly execute and deliver to the Owner or its successor in interest or to any potential or actual purchaser, mortgagor or encumbrance of the Project, a written certificate stating, if such is true, that the City has no knowledge of any violation or default by the Owner of any of the covenants or conditions of this Agreement, or if there are such violations or defaults, the nature of the same.

SECTION 14 - AGREEMENT TO RECORD

The Owner shall cause this Regulatory Agreement to be recorded in the real property records of King County, Washington. The Owner shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.

SECTION 15 - RELIANCE

The City and the Owner hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Owner. In performing its duties and obligations hereunder, the City may rely upon statements and certificates of the Owner and Eligible Households, and upon audits of the books and records of the Owner pertaining to occupancy of the Project. In performing its duties hereunder, the Owner may rely on the Certificates of Tenant Eligibility unless the Owner has actual knowledge or reason to believe that such Certificates are inaccurate.

SECTION 16 - GOVERNING LAW

This Regulatory Agreement shall be governed by the laws of the State of Washington, except to the extent such laws conflict with the laws of the United States or the regulations of federally insured depository institutions, or would restrict activities otherwise permitted in relation to the operation of federally insured depository institutions.

SECTION 17 - NO CONFLICT WITH OTHER DOCUMENTS

The Owner warrants that it has not executed and will not execute, any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event the requirements of this Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 18 - AMENDMENTS

This Regulatory Agreement shall be amended only by a written instrument executed by the parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

SECTION 19 - NOTICE

All notices, certificates or other communications shall be deemed delivered on the second day following the date on which the same have been mailed by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

If to the City: Planning Department
Attn: Housing Planner
City of Kirkland
123 5th Avenue
Kirkland, WA 98033

If to the Owner: Luna Sol, LLC
11415 Slater Avenue, Suite 100
Kirkland, WA 98033
Tel: 425-250-0494
Attn: Kim Faust

SECTION 20 - SEVERABILITY

If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Owner and City have each executed the Regulatory Agreement and Declaration of Restrictive Covenants on the Date first above written.

Owners: Luna Sol, LLC

_____

_____
Its:

City: City of Kirkland

_____

_____
Its: City Manager

Approved as to Form:

_____
City Attorney

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this _____ day of _____, 20___, personally appeared before me _____ known to me to be the _____ of the CITY OF KIRKLAND, who executed the foregoing document on behalf of said City, and acknowledged the said document to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said document.

IN WITNESS WHEREOF I have given under my hand and official seal this ___ day of _____ of 20___.

_____
Notary Public in and for the State of Washington.
Print Name_____
Residing at_____
My commission expires _____

STATE OF WASHINGTON }
} ss.
COUNTY OF KING }

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, corporation, who executed the foregoing instrument on behalf of the said corporation, and acknowledged the said document to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that's/he was authorized to execute said document.

IN WITNESS WHEROF I have given under my hand and official seal this ____ day of _____ of 20___.

_____
Notary Public in and for the State of Washington.
Print Name_____
Residing at_____
My commission expires _____

Council Meeting: 03/02/2010
Agenda: Other Business
Item #: 8. h. (2).

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

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT MEMORANDUM

To: David Ramsay, City Manager

From: Eric Shields, AICP, Planning Director
Paul Stewart, AICP, Deputy Director
Nancy Cox, AICP, Development Review Manager
Deb Powers, Urban Forester
Jon Regala, Senior Planner

Date: March 2, 2010

Subject: RE-ADOPTION OF TREE REGULATION AMENDMENTS – FILE ZON08-00016

RECOMMENDATION

Staff recommends that the City Council adopt the attached Ordinance amending Kirkland Zoning Code (KZC) Chapter 95 – *Tree Management and Required Landscaping* including other KZC sections that reference KZC Chapter 95.

BACKGROUND

On December 15, 2009, the City Council adopted three ordinances related to the Tree Regulation Amendment project:

O-4226: Amending KZC Chapter 95 – Tree and Landscaping regulations and related KZC sections & various KZC code sections referencing KZC Chapter 95

O-4227: Amending KMC 19.36 – Street Trees

O-4228: New fees for existing tree related permits

Of the three ordinances listed above, O-4226 was required to have final approval from the Houghton Community Council. At their February 4, 2010 meeting, the Houghton Community Council voted to disapprove O-4226 due to language in the adopting ordinance and the proposed zoning code text which stated the City's intent to require a tree removal permit for the removal of up to two trees per year at no charge to an applicant. Otherwise, the Houghton Community Council agreed with the ordinance as adopted by the City Council.

The City Council and the Houghton Community Council held a joint study session on February 16, 2010 to discuss improving communication between both Councils for quasi-judicial and legislative projects. In addition, the topic of the tree removal permit was discussed at the study session. The Houghton Community Council expressed their concerns about requiring a tree removal permit. They stated that the current voluntary tree permit system is working well and the extra burden of a tree removal permit should not be placed on applicants. However, given

their concern, the Houghton Community Council was agreeable to requiring an online tree removal permit for the removal of up to two trees per year as long as it is very easy to use and does not require an application fee. Furthermore, the Houghton Community Council noted that the intent statement in the adopted ordinance and KZC text is not appropriate and can create confusion in its implementation and readability to an applicant.

At the joint meeting, the City Council agreed not to address the online permit issue at this time. Therefore, the attached ordinance and zoning text does not contain language in regards to implementing an online tree removal permit and will replace the previously adopted Ordinance 4226. Staff will come back with a code amendment to require a tree removal permit at a time when the technology is in place to implement such a system with no application fee. The code amendment would go through the typical code amendment process (Process IV) for review by the Planning Commission and Houghton Community Council, action by the City Council, and with final action by the Houghton Community Council. Staff will place this topic on the Planning Department's list of future code amendments and work program for consideration at the appropriate time. In the meantime, the current voluntary tree permit process will remain in place.

Attachments:

Ordinance Amending KZC Chapter 95 and other KZC Sections
Publication Summary Ordinance

CC: Planning Commission
Houghton Community Council
Kirkland Chamber of Commerce
File: ZON08-00016

ORDINANCE NO. 4238

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ZONING AND LAND USE AMENDING CITY REGULATIONS RELATING TO TREES, REPEALING ORDINANCE 4226, AMENDING ORDINANCE 3719 AS AMENDED, THE KIRKLAND ZONING ORDINANCE AND APPROVING A SUMMARY ORDINANCE FOR PUBLICATION, FILE NO. ZON08-00016.

WHEREAS, the City Council has received a recommendations from the Kirkland Planning Commission and the Houghton Community Council to amend certain sections of the text of the Kirkland Zoning Code, Ordinance 3719 as amended, all as set forth in that certain reports and recommendations of the Planning Commission and the Houghton Community Council dated December 1, 2009 and bearing Kirkland Department of Planning and Community Development File No. ZON08-00016; and

WHEREAS, prior to making said recommendation, the Kirkland Planning Commission, following notice thereof as required by RCW 35A.63.070, on November 5, 2009, held a public hearing, on the amendment proposals and considered the comments received at said hearing; and

WHEREAS, prior to making said recommendation, the Houghton Community Council, following notice thereof as required by RCW 35A.63.070, on October 26, 2009, held a courtesy hearing, on the amendment proposals and considered the comments received at said hearing; and

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

WHEREAS, in regular public meeting on December 15, 2009, the City Council considered the environmental documents received from the responsible official, together with the reports and recommendations of the Planning Commission and Houghton Community Council and adopted Ordinance 4226; and

WHEREAS, as allowed by KMC 2.12.040, the Houghton Community Council thereafter disapproved Ordinance 4226 pursuant to Resolution 2010-2 at its public meeting of February 4, 2010; and

WHEREAS, at the Kirkland City Council's study session with the Houghton Community Council on February 16, 2010, both bodies considered alternative language to Ordinance 4226 that both thought might be acceptable and directed staff to provide such an alternative ordinance for consideration,

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

Section 1. Ordinance 4226 is hereby repealed.

Section 2. Zoning text amended: The following specified sections of the text of Ordinance 3719 as amended, the Kirkland Zoning Ordinance, be and they hereby are amended to read as follows:

As set forth in Attachments A and B attached to this ordinance and incorporated by reference.

Section 3. If any section, subsection, sentence, clause, phrase, part or portion of this ordinance, including those parts adopted by reference, is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 4. To the extent the subject matter of this ordinance, pursuant to Ordinance 2001, is subject to the disapproval jurisdiction of the Houghton Community Council, this ordinance shall become effective within the Houghton Community Municipal Corporation only upon approval of the Houghton Community Council or the failure of said Community Council to disapprove this ordinance within 60 days of the date of the passage of this ordinance.

Section 5. This ordinance shall be in full force and effect on April 1, 2010 after its passage by the Kirkland City Council and publication, pursuant to Kirkland Municipal Code 1.08.017, in the summary form attached to the original of this ordinance and by this reference approved by the City Council, as required by law.

Section 6. A complete copy of this ordinance shall be certified by the City Clerk, who shall then forward the certified copy to the King County Department of Assessments.

PASSED by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 20__.

SIGNED IN AUTHENTICATION thereof this _____ day of _____, 20__.

_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

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KIRKLAND ZONING CODE CHAPTER 95 – TREE MANAGEMENT AND REQUIRED LANDSCAPING

95.05 Purpose and Intent

1. Trees and other vegetation are important elements of the physical environment. They are integral to Kirkland's community character and protect public health, safety and general welfare. Protecting, enhancing, and maintaining healthy trees and vegetation are key community values. Comprehensive Plan Policy NE-3.1 describes working towards ~~A goal is to achieve~~ achieving a Citywide ~~an overall~~ tree canopy coverage of 40 percent ~~for the community~~. The many benefits of healthy trees and vegetation contribute to Kirkland's quality of life by:

    a. Minimizing the adverse impacts of land disturbing activities and impervious surfaces such as runoff, soil erosion, land instability, sedimentation and pollution of waterways, thus, reducing the public and private costs for storm water control/treatment and utility maintenance;

    b. Improving the air quality by absorbing air pollutants, mitigating the urban heat island effect, assimilating carbon dioxide and generating oxygen, and decreasing the impacts of climate change;

    c. Reducing the effects of excessive noise pollution;

    d. Providing cost-effective protection from severe weather conditions with cooling effects in the summer months and insulating effects in winter;

    e. Providing visual relief and screening buffers;

    f. Providing recreational benefits;

    g. Providing habitat, cover, food supply and corridors for a diversity of fish and wildlife; and

    h. Providing economic benefit by enhancing local property values and contributing to the region's natural beauty, aesthetic character, and livability of the community.

2. Tree and vegetation removal in urban areas has resulted in the loss to the public of these beneficial functions. The purpose of this chapter is to establish a process and standards to provide for the protection, preservation, replacement, proper maintenance, and use of significant trees, associated vegetation, and woodlands located in the City of Kirkland.

    The intent of this chapter is to:

    a. Maintain and enhance canopy coverage provided by trees for their functions as identified in KZC 95.05(1);

b. Preserve and enhance the City of Kirkland's environmental, economic, and community character with mature landscapes;

c. Promote site planning, building, and development practices that work to avoid removal or destruction of trees and vegetation, that avoid unnecessary disturbance to the City's natural vegetation, and that provide landscaping to buffer the effects of built and paved areas;

d. Mitigate the consequences of required tree removal in land development through on- and off-site tree replacement with the goals of halting net loss and enhancing Kirkland's tree canopy to achieve an overall healthy tree canopy cover of 40 percent City-wide over time;

e. Encourage tree retention efforts by providing flexibility with respect to certain other development requirements;

f. Implement the goals and objectives of the City's Comprehensive Plan;

g. Implement the goals and objectives of the State Environmental Policy Act (SEPA); and

h. Manage trees and other vegetation in a manner consistent with the City's Natural Resource Management Plan.

i. ~~Regulate, p~~Preserve and protect street trees, trees in public parks and trees on other city property.

95.10 Definitions

The following definitions shall apply throughout this chapter unless the context clearly indicates otherwise. Definitions that apply throughout this code are also located in Chapter 5 KZC.

1. Caliper – The American Association of Nurserymen standard for trunk measurement of nursery stock. Caliper of the trunk shall be the trunk diameter measured six inches above the ground for up to and including four-inch caliper size and 12 inches above the ground for larger sizes.

2. Critical Root Zone – The area surrounding a tree at a distance from the trunk, which is equal to one foot for every inch of ~~tree~~ trunk diameter measured at ~~breast height~~4.5 feet from grade or otherwise determined by a qualified professional (example: 1' radius per 1" DBH).

3. Crown – The area of a tree containing leaf- or needle-bearing branches.

4. Diameter at Breast Height (DBH) – The diameter or thickness of a tree trunk measured at 4.5 feet from the ground. DBH is also known as Diameter at Standard Height (DSH).

5. Dripline – The distance from the tree trunk, that is equal to the furthest extent of the tree's crown.

6. Grove – A group of three or more significant trees with overlapping or touching crowns.

7. Hazard Tree - A ~~hazard~~ tree that ~~must~~ meets all the following criteria:

a. ~~a~~A tree with a combination of structural defects and/or disease which makes it subject to a high probability of failure;

b. ~~and i~~Is in proximity to moderate~~-~~ to high frequency targets (~~of~~ persons or property that can be damaged by tree failure); and

c. ~~–~~The hazard condition of the tree cannot be lessened with reasonable and proper arboricultural practices nor can the target be removed.

8. Impact – A condition or activity that affects a part of a tree including the trunk, branches, and critical root zone.

~~Landmark Tree – A tree or group of trees designated as such because of its exceptional value to the residents of the City.~~

9. Limit of Disturbance – The boundary between the ~~area of minimum protection~~protected area around a tree and the allowable site disturbance as determined by a qualified professional measured in feet from the trunk.

10. Nuisance Tree - A ~~nuisance~~ tree that ~~must~~ meets either of the following criteria:

~~1~~a. ~~Tree i~~Is causing obvious~~,~~ physical damage to private or public structures, including but not limited to: sidewalk, curb, road, driveway, parking lot, building foundation, or roof; or

~~2~~b. ~~Tree h~~Has ~~been~~ sustained damage~~d~~ ~~by~~ from past maintenance practices.~~, that cannot be corrected with proper arboricultural practices~~

~~; or 3.~~ The problems associated with the tree must be such that they cannot be corrected by ~~any other~~ reasonable practices~~.~~ ~~I~~including but not limited to ~~the following~~:

~~a) P~~pruning of the crown or roots of the tree, ~~and/or small modifications to the site including but not limited to a driveway, parking lot, patio or sidewalk to alleviate the problem.~~

~~b) Pruning,~~ bracing, and/or cabling to reconstruct a healthy crown.

11. Public Works Official – Designee of the Public Works Director

12. Qualified Professional – An individual with relevant education and training in arboriculture or urban forestry, having two or more of the following credentials:

- International Society of Arboriculture (ISA) Certified Arborist;

- Tree Risk Assessor Certification (TRACE) as established by the Pacific Northwest Chapter of ISA (or equivalent); ~~for tree risk assessments located within critical areas.~~
- American Society of Consulting Arborists (ASCA) registered Consulting Arborist;
- Society of American Foresters (SAF) Certified Forester for Forest Management Plans;

For tree retention associated with a development permit, a qualified professional must have, in addition to the above credentials, a minimum of 3 years experience working directly with the protection of trees during construction and~~,~~ have experience with the likelihood of tree survival after construction. A qualified professional must also ~~, and~~ be able to ~~A qualified professional must possess the ability to perform tree risk assessments and~~ prescribe appropriate measures ~~necessary~~ for the preservation of trees during land development.

13. Retention Value – The Planning Official's designation of a tree based on information provided by a qualified professional that is one of the following:

a. ~~Type 1~~High, a viable tree, located within required yards and/or required landscape areas. Tree retention efforts shall be directed to the following trees if they are determined to be healthy and windfirm by a qualified professional, and provided the trees can be safely retained when pursuing alternatives to development standards ~~in subsections (4)(a)(2) and (4)(a)(3) of this section~~pursuant to KZC 95.32:

~~1) Landmark trees;~~

~~2~~1) Specimen trees;

~~3~~2) Tree groves and associated vegetation that are to be set aside as preserved groves pursuant to KZC ~~95.50~~95.51(3);

~~4~~3) Trees on slopes of at least 10 percent; or

~~5~~4) Trees that are a part of a grove that extends into adjacent property, such as in a public park, open space, sensitive area buffer or otherwise preserved group of trees on adjacent private property. If significant trees must be removed in these situations, an adequate buffer of trees may be required to be retained or planted on the edge of the remaining grove to help stabilize.

b. ~~Type 2~~Moderate, a viable tree that is to be retained if feasible; or

c. ~~Type 3~~Low, a tree that is either (1) not viable or (2) is in an area where removal is unavoidable due to the anticipated development activity.

14. Significant Tree – A tree that is at least six inches in diameter at breast height (DBH) as measured at 4.5 from the ground.

15. Significantly Wooded Site – A subject property that has a number of significant trees with crowns that cover at least 40 percent of the property.

16. Site Disturbance – Any development, construction, or related operation that could alter the subject property, including, but not limited to, soil compaction, tree or tree stump removal, road, driveway or building construction, installation of utilities, or grading.

17. Specimen Tree – A viable tree that is considered in very good to excellent health and free of major defects, as determined by the City's Urban Forester.

18. Street Tree - A tree located within the ~~street~~ public right-of-way; provided, that if the trunk of the tree straddles the boundary line of the ~~street~~ public right-of-way and the abutting property, it shall be considered to be on the abutting property and subject to the provisions of ~~the Kirkland Zoning Code~~this chapter.

~~Target – Person or property that can be damaged by failure of a tree.~~

19. Tree Removal – The removal of a tree, through either direct or indirect actions, including but not limited to: (1) clearing, damaging or poisoning resulting in an unhealthy or dead tree; (2) removal of at least half of the live crown; or (3) damage to roots or trunk that is likely to destroy the tree's structural integrity.

20. Viable Tree – A significant tree that a qualified professional has determined to be in good health, with a low risk of failure due to structural defects, is ~~relatively~~ windfirm if isolated or remains as part of a grove, and is a species that is suitable for its location.

21. Wildlife Snag – The remaining trunk of a ~~dying, diseased, or dangerous~~ tree that is intentionally reduced in height and usually stripped of ~~all~~ its live branches.

22. Windfirm – A condition of a tree in which it ~~can~~ withstands average peak local wind speeds and gusts.~~moderate storm winds.~~

<insert> or if the removed tree was required by a development permit

95.20 Exemptions

The following activities are exempt from the provisions of this chapter:

~~2~~1. Emergency Tree Removal. Any tree ~~on private property~~ that poses an imminent threat to life or property may be removed ~~without first obtaining a tree removal~~ permit. ~~The party removing the tree will contact t~~The City must be notified within seven days of the emergency tree removal ~~to~~ with~~provide~~ evidence of the threat for removing the tree ~~for approval of~~ to be considered exempt~~ion~~ from this chapter. If the Planning Official determines that the emergency tree removal was not warranted, ~~he or she~~the Planning Official may require that the party obtain a permit and/or require that replacement trees and vegetation be replanted as mitigation.

~~3~~2. Utility ~~Management~~Maintenance. Trees may be removed by the City or utility provider in situations involving ~~immediate danger to life or property, or~~ interruption of services provided by a utility~~.~~

~~4~~3. Commercial Nurseries or Tree Farms. A nursery or tree farm owner may remove trees that are being grown to be sold as Christmas or landscape trees.

only if pruning cannot solve utility service problems. Utility maintenance shall conform to a City approved Utility Vegetation Management Plan.

~~19.36.030 Alteration of street trees without prior approval is prohibited.~~

95.21 Tree Pruning

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

   ~~An application to prune, trim, modify or alter a street tree shall not be granted if the sole or primary purpose of the proposed action is view enhancement.except in the city's central business district (CBD) zones and in any other specific right-of-way that may be identified by the city. Except for routine maintenance, it is unlawful for any person to prune, trim, modify, alter or damage a street tree without the prior approval of the director of public works or his or her designee; provided, that the city and utility crews may perform routine pruning and maintenance of street trees; and provided further, that an abutting property owner may perform routine pruning and maintenance in accordance with any landscape maintenance agreement or contract with the city. (Ord. 3891 § 2, 2003: Ord. 3866 § 1 (part), 2002)~~

2. Tree Pruning on Private Property. ~~Topping or~~ A permit is not required to ~~pruning~~ prune trees on private property. Pruning which results in the removal of at least half of the live crown will be considered tree removal and subject to the provisions in KZC 95.23. ~~to the extent defined by tree removal in KZC~~ 95.10, .

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

95.23 Tree Removal – Not Associated with Development Activity

1. Introduction. Tree and vegetation removal in urban areas has resulted in the loss of beneficial functions provided by trees to the public. The majority of tree canopy within the City of Kirkland is on private property. The purpose of this section is to establish a process and standards to slow the loss of tree canopy on private property, contributing towards the City's canopy goals and a more sustainable urban forest.

2. Permit Required for Removal of Trees on Private Property or City Right-of-Way

~~Removal or alteration of trees in public parks and other city property prohibited.~~ It is unlawful for any person (other than City crews) to remove, prune, trim, modify, alter or damage a tree in a public park or on any other ~~city~~ City property~~; provided, that the city may perform routine pruning and maintenance~~. ~~of such trees and take any actions it deems necessary with respect to trees on city property.~~

No person, directly or indirectly, shall remove any significant tree on any property within the City, or any tree in the public right-of-way ~~except City right-of-way,~~ without first obtaining a tree removal permit as provided in this chapter, unless the activity is exempted in KZC 95.20 and KZC 95.23(5). ~~Trees in City right-of-way are regulated pursuant to Chapter 19.36 KMC.~~

3. Tree Removal Permit Application Form

The Department of Planning and Community Development and Public Works Department shall establish and maintain a tree removal permit ~~request~~ application form to allow property owners to request ~~Department~~ City review of ~~potentially exempt~~ tree removal for compliance with applicable City regulations. ~~Tree Plan Requirements. The plan can be developed by the applicant but may require assistance of a qualified professional.~~ The tree ~~plan~~ removal application form shall include at a minimum the following:

a. A site plan showing the approximate location of significant trees, their size (DBH) and their species, along with the location of structures, driveways, access ways and easements.

b. For required replacement trees, a planting plan showing location, size and species of the new trees in accordance to standards set forth in KZC 95.33(3)~~subsection (5)(c) of this section~~.

4. Tree Removal Permit Application Procedure and Appeals

a. Applicants ~~for a Level IV or V tree plan~~requesting to remove trees must submit a completed permit application on a form provided by the City. The City shall review the application ~~W~~within 21 calendar days~~, the Planning Official shall review the application~~ and either approve, approve with conditions or modifications, deny the application or request additional information. Any decision to deny the application shall be in writing along with the reasons for the denial and the appeal process.

b. ~~With respect to Level IV and Level V Tree Plans, a~~An applicant may appeal an adverse determination to the Hearing Examiner. A written notice of appeal shall be filed with the ~~Planning Department~~City within 14 calendar days following the date of distribution of a ~~Planning Official's~~ City's decision. The office of the Hearing Examiner shall give notice of the hearing to the applicant at least 17 calendar days prior to the hearing. The applicant shall have the burden of proving that the ~~Planning Official~~ City made an incorrect decision. Based on the Hearing Examiner's findings and conclusions, ~~he or she~~the Hearing Examiner may affirm, reverse or modify the decision being appealed.

5. Tree Removal Allowances

a. Any private property owner of developed property may remove up to two significant trees from their property within a 12-month period without having to apply for a tree removal permit; ~~provided,~~provided that:

1) There is no ~~current~~ active application for development activity for the site;
2) The trees were not required to be retained or planted as a condition of previous development activity; and
3) All of the additional standards for tree removal and Tree Removal Permits as described in subsections (5)(b) through (5)(e) below are met.

The Department of Planning and Community Development shall establish and maintain a tree removal request form. The form may be used by property owners to request Department review of tree removal for compliance with applicable City regulations.

b. Tree Retention and Replacement Requirements

<insert> two trees

1) Tree Retention. For single-family homes, cottages, carriage units, two/three-unit homes, ~~one significant tree for every 2,500 square feet of land area~~ shall be required to remain on the subject property. ~~When this results in a fraction, the number of trees to remain shall be rounded down to the next whole number. In no case shall the remaining number of trees be less than two trees.~~

2) Tree Replacement.

a) For every significant tree that is removed and is not required to remain based on subsection (5)(b)(1) above, the City encourages the planting of a tree that is appropriate to the site.

<insert> both

b) If a tree removal request is for one or ~~both of the last two trees~~~~more~~ of the trees required to remain, a Tree Removal Permit and one-for-one replacement is required. The replacement tree shall be six feet tall for a conifer and two-inch caliper for deciduous or broad-leaf evergreen tree.

c) For all other uses not listed in subsection (5)(b)(1) above, a Tree Removal Permit is required and the required tree replacement will be based on the required landscaping standards in KZC 95.40 through 95.45.

c. Shoreline Jurisdiction.

Properties located with the City's shoreline jurisdiction are subject to additional tree removal and replacement standards if the tree(s) to be removed are located within the required shoreline setback. See KZC Chapter 83 for additional standards.

d. Removal of Hazard or Nuisance Trees

Any private property owner seeking to remove any number of significant trees which are a hazard or nuisance from developed or undeveloped property or the public right-of-way shall first obtain approval of a Tree Removal Permit and meet the requirements of this subsection. ~~there is no current application for development activity for the site significant trees which were required to be retained by a special regulation contained in Chapters 15 through 60 KZC;esignated on an approved Tree Retention Plan to be retained pursuant to KZC 95.30;~~

1) Tree Risk Assessment. ~~Additional Applicant Requirements.~~If the nuisance or hazard condition is not obvious ~~An~~ an ~~arborist~~ ~~report~~ tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a nuisance or hazard tree is required. ~~fit the criteria in subsection (4)(b) or (4)(c) of this section if removal is based on nuisance or hazard and the nuisance or hazard condition is not obvious~~ Removal of nuisance or hazard trees does not count toward the tree removal limit if the nuisance or hazard is supported by a report prepared by a qualified professional and approved by the City.

2) Trees in Critical Areas or Critical Areas Buffers. For hazard or nuisance trees i~~I~~n (1) easements dedicated to ensure the protection of vegetation; ~~or in~~(2) critical areas, or (3) critical area buffers, a planting plan is required to mitigate the removal of the hazard or nuisance tree. ~~If a tree is considered a nuisance or hazard in a critical area or its buffer, t~~The priority action is to create a "snag" or wildlife tree with the subject tree. If creation of a snag is not feasible, then the felled tree shall be left in place unless the Planning Official permits its removal in writing.

The intent of preserving vegetation in and near streams and wetlands and in geologically hazardous areas is to support the functions of healthy sensitive areas and sensitive area buffers (see Chapter 90 KZC) and/or avoid disturbance of geologically hazardous areas (see Chapter 85 KZC).

The removal of any tree in a critical area or Native Growth Protective Easement will require the planting of a native tree of a minimum of six feet in height in close proximity to where the removed tree was located. Selection of native species and timing of installation shall be coordinated with the Planning Official. ~~. For nuisance or hazard trees in critical areas or their buffers, the planting plan must propose action to mitigate the hazard or nuisance in accordance to standards set forth in subsection (4) of this section. Trees in Critical Areas or Critical Area Buffers~~. ~~The property owner must submit a Level IV Tree Plan to City Planning and Community Development Department to trim or remove any tree from a critical area or critical area buffer.~~

3) Street Trees. Street trees may only be removed if determined to be a hazard or nuisance. If the removal request is for street trees, the Public Works Official may consider whether the tree(s) ~~is~~ are now, or may be in the future, part of the City's plans for the right-of-way. The City shall require a one-for-one tree

replacement in a suitable location. ~~4. Standards and criteria for approval to remove street tree. An abutting property owner may apply for permission to remove a street tree by filing a written application with the department of public works. An application to remove a street tree shall be reviewed by the director of public works, or his or her designee. The director shall consider the following factors in determining whether to grant or deny the application: (1) whether the tree is a hazard tree or nuisance tree; (2) the location of the tree in the right-of-way; (3) the size and type of tree and whether it constitutes a "significant tree" as defined in the Kirkland Zoning Code; (4) whether the tree is now, or may be in the future, part of the city's plans for the right-of-way; (5) whether the property owner is willing to mitigate the consequences of removal of the tree by planting a new tree or trees in a more suitable location; and (6) any other factor that the director deems relevant or appropriate. Any failure by the applicant or his or her agents to adhere to conditions imposed on tree removal by the city under this chapter shall constitute a violation of this chapter and is subject to enforcement under this chapter. (Ord. 3891 § 3, 2003)~~

~~b) Tree removal on undeveloped property shall be approved only for hazard or nuisance trees pursuant to the criteria in subsections (4)(c) and (4)(d) of this section. The tree removal exemptions in KZC~~ 95.20 ~~are not applicable to undeveloped property~~

e. Forest Management Plan

1) A Forest Management Plan ~~is~~must be submitted for developed, significantly wooded sites (over 40% canopy coverage) of at least 35,000 square feet in size in which tree removal is requested ~~that~~ and is not exempt under Section 95.20 of this Chapter. A Forest Management Plan must be developed by a qualified professional~~. The Tree Plan~~ and shall include the following:

a) ~~-~~A site plan depicting the location of all significant trees (a ~~tree~~ survey identifying tree locations is not required) with a numbering system of the trees (with corresponding tags on trees in the field). The site plan shall include size (DBH), species, and condition of each tree;

b) ~~-~~Identification of trees to be removed, including reasons for their removal and a description of low impact removal techniques pursuant to subsection (~~4~~2)~~(c)~~ of this section;

c) ~~-~~A reforestation plan that includes location, size, species, and timing of installation;

~~d) A narrative report of prescribed, long-term maintenance activity for the site as outlined in subsection (4)(e)(8) of this section.~~

2) ~~-~~The following Forest Management Plan ~~. For properties proposing tree removal requiring a forest management plan, the following~~ standards shall apply:

~~1~~a) Trees to remain should be dominant or co-dominant in the stand, healthy and wind-firm.

~~2~~b) No removal of trees from critical areas and their buffers, unless otherwise permitted by this chapter.

~~3~~c) No removal of ~~landmark or~~ specimen trees, unless otherwise permitted by this chapter.

~~4~~d) No removal of healthy trees that would cause trees on adjacent properties to become hazardous.

~~5~~e) The reforestation plan ensures perpetuity of the wooded areas. The size of planted trees for reforestation shall be a minimum of three feet tall.

~~6~~f) Logging operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time. To control erosion, native shrubs, ground cover and stumps shall be retained where feasible. Where not feasible, appropriate erosion control measures to be approved by the City shall be implemented.

~~7~~g) Removal of tree debris shall be done pursuant to Kirkland Fire Department standards.

~~8~~h) Recommended maintenance prescription for retained trees with a specific timeline for such management.

95.25 ~~Alternative Compliance~~Sustainable Site Development

All activities regulated by this chapter shall be performed in compliance with the applicable standards contained in this chapter, unless the applicant demonstrates that alternate measures or procedures will be equal or superior to the provisions of this chapter in accomplishing the purpose and intent of this chapter as described in KZC 95.05. ~~Requests to use alternative measures and procedures shall be reviewed by the Planning Official, who may approve, approve with conditions, or deny the request. Examples include but are not limited to retention of specimen or landmark trees or low impact development techniques, including such programs as Green Building Design or Leadership in Energy and Environmental Design that demonstrate a significant reduction to stormwater runoff from the site.~~

Applicants requesting alternative compliance shall submit a site assessment report prepared by a qualified professional detailing how the proposed alternative measures will be equal or superior to the benefits provided by the established trees to be removed. Qualifying projects shall implement sustainable site development strategies throughout the construction process as well as contain measurable performance standards for the techniques used. Examples of sustainable site development include building placement with minimal site impact, habitat protection, water conservation, heat island reduction, stormwater flow runoff control and water quality, and utilization of the site's natural services such as solar and wind. Requests to use

alternative measures and procedures shall be reviewed by the Planning Official, who may approve, approve with conditions, or deny the request.

95.30 Tree Retention~~, Protection and Density~~ Associated with Development Activity

1. Introduction.

The City's objective is to retain as many viable trees as possible on a developing site while still allowing the development proposal to move forward in a timely manner. To that end, the City requires approval of a tree retention plan ~~tree permit~~ in conjunction with all development permits resulting in site disturbance and ~~with any proposed~~for any tree removal on developed sites not exempted by KZC 95.20. This section includes provisions that allow development standards to be modified in order to retain viable significant trees.~~The intent of this section is to successfully retain desirable all viable trees on developing and re-developing sites and to maintain and enhance the tree canopy of Kirkland.~~

In order to make better decisions about tree retention, particularly during all stages of development, tree ~~removal~~ retention plans~~permits~~ will require specific information about the existing trees before removal is allowed. ~~Different levels of detail correspond to the scale of the project or activity.~~ Specific tree retention plan review standards ~~are~~ provided in this section ~~KZC 95.35(4) and include~~ establish tree retention priorities~~y~~, ~~and~~ incentives, and variations to development standards in order to facilitate preservation of ~~healthy,~~ viable~~,~~ ~~significant~~ trees.

A minimum tree density approach is being used to retain as many viable trees as possible with new development activity. The requirement to meet a minimum tree density applies to new single-family homes, cottages, carriage units, two/three-unit homes~~and duplex developments and major redevelopments~~, and new residential subdivisions and short subdivisions. If such a site falls below the minimum density with existing trees, supplemental planting is required. A tree density for existing trees to be retained is calculated to see if new trees are required in order to meet the minimum density for the entire site. Supplemental tree location priority is set as well as minimum size of supplemental trees to meet the required tree density.

The importance of effective protection of retained trees during construction is emphasized with specific protection standards in the last part of this section. These standards must be adhered to and included on demolition, grading and building plans as necessary.

2. Tree Retention Plan Required

~~a. Requirement Established.~~ An applicant for a ~~tree removal~~development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree retention plan at the applicant's expense. If proposed development activities call for more than one tree retention plan ~~level~~~~requirement~~component, the more stringent tree retention plan ~~level requirement~~component ~~with the more stringent requirements~~ shall apply; provided, that the Planning Official may require a combination of tree plan components based on the nature of

the proposed development activities. If the proposed activity is not clearly identified in this chapter, the Planning Official shall determine the appropriate tree retention plan requirements.

~~b. Tree Plan and Retention Requirements.~~ The ~~following sets~~chart in subsection (5) sets forth the tree retention plan requirements ~~different tree plans required~~ for development activities ~~or~~ and associated tree removal~~ requests requiring a tree removal permit~~. Applicants for development are encouraged to confer with City staff as early in the design process as possible so that the applicable tree planting and retention concepts can be incorporated into the design of the subject property.~~ Each plan sets forth the required components and retention standards for each tree plan.~~ The Planning Official may waive a component ~~for a~~ of the tree retention plan, if ~~he or she~~the Planning Official determines that the information is not necessary.

3. Tree Retention Plan Review

Any proposed development of the subject property requiring approval through a building permit, land surface modification permit, and/or demolition permit; or Design Review, Process I, IIA, IIB, or III, described in Chapters 142, 145, 150, 152 and 155 KZC respectively, shall include a Tree Retention Plan to be considered as part of that process.

Based on the Tree Retention Plan information submitted by the applicant and the Planning Official's evaluation of the trees relative to the proposed development on the subject property, the Planning Official shall designate each tree as having a high, moderate, or low Retention Value as defined in KZC 95.10 Definitions, for application towards the regulations in this Chapter.

4. Tree Retention Plan Components

~~Qualified Professional Reports. Reports prepared by a qualified professional~~ The tree retention plan shall contain the following information as specified in the chart in subsection 4(5) below, unless waived by the Planning Official:

a. A tree inventory containing the following:

1) A~~a~~ numbering system of all existing significant trees on the subject property (with corresponding tags on trees); the inventory must also ~~to~~ include significant trees on adjacent property with driplines extending over the subject property line;

2) Limits of disturbance (LOD) ~~Measured driplines~~of all existing significant trees (including approximate LOD of offsite trees with overhanging driplines);

3) ~~s~~Size (DBH);~~, species and~~

4) Proposed ~~T~~tree status (trees to be removed or retained)~~ based on criteria in subsection (2)(c) of this section for all significant trees~~;

5) Brief ~~G~~general health or condition rating of these trees (i.e.: poor, fair, good, excellent, etc.);

6) Tree type or species~~, approximate trunk location,~~ ; ~~and~~

~~7) measured dripline of significant trees that are on adjacent property with driplines extending over the subject property line.~~

b. A site plan depicting the following:

1) Location of all proposed improvements, including building footprint, access, ~~and~~ utilities, ~~with~~ applicable setbacks, buffers, and required landscaped areas clearly identified. If a short plat or subdivision is being proposed and the location of all proposed improvements cannot be established, a phased tree retention plan review is required as described in subsection (6)(a);

2) Accurate location of significant trees on the subject property (surveyed locations may be required). The ~~S~~site plan ~~to~~must also include ~~and~~ the approximate trunk location and ~~driplines~~ critical root zone of significant trees that are on adjacent property with driplines extending over the subject property line;

3) Trees labeled corresponding to the tree inventory numbering system;

~~4) Driplines measured relative to visible site features~~4)Location of tree protection measures;

5) Indicate ~~L~~limits of disturbance drawn to scale around all trees potentially impacted by site disturbances ~~as a result~~resulting from grading, demolition, or construction activities (including approximate LOD of offsite trees with overhanging driplines);

6) Proposed ~~T~~tree status (trees to be removed or retained) ~~(4)()~~noted by an 'X' or by ghosting out;

7) ~~Final plan showing r~~Retained trees ~~and p~~Proposed locations of any supplemental trees ~~-~~ and any required trees in order to meet tree density or minimum number of trees as outlined in ~~subsections (2)(b)(1)(d) and (2)(b)(1)(e) of this section~~KZC 95.33.

c. An arborist report containing the following:

1) A complete description of each tree's health, condition, and viability;~~.~~

2) A description of the method(s) used to determine the limits of disturbance (i.e.: critical root zone, root plate diameter, or a case-by-case basis description for individual trees);

3) Any special instructions specifically outlining any ~~for~~ work ~~within~~ proposed within the limits of the disturbance protection area (i.e.: ~~(~~hand-digging, tunneling, root pruning, any grade changes, clearing, monitoring, and aftercare)~~maximum grade change).~~;

4) ~~If a~~For trees ~~is~~ not viable for retention, a description of the reason(s) for removal ~~must be soundly~~ based on poor health, high risk of failure due to structure, defects, unavoidable isolation (windfirmness), or unsuitability of species, etc. and for which no reasonable alternative action is possible must be given (pruning, cabling, etc.);~~.~~

5) Describe ~~T~~the impact of necessary tree removal to the remaining trees, including those in a grove or on adjacent properties~~, must also be discussed.~~;

6) For development applications, a discussion of timing and installation of tree protection measures that must include fencing and be in accordance with the tree protection standards as outlined in ~~subsection (6)~~KZC 95.34 of this section~~.~~; and

7) The suggested location and species of supplemental trees to be used when required. The report shall include planting and maintenance specifications pursuant to KZC 95.~~45~~ 50 and 95.~~50~~51.

5. Tree Retention Plan. The applicant shall submit a Tree Retention Plan that includes the components identified in the following chart based on the proposed development activity.

TREE RETENTION PLAN (new chart)

Development Activity Required Components	Minor [(1)(3)] - Single-Family, or two attached, detached, or stacked dwelling units, and related demolition and land surface modification applications	Major [(2)(3)] Single-Family, or two attached, detached, or stacked dwelling units, and related demolition and land surface modification applications	Multi-Family, Commercial, any other use other than residential, and related demolition and land surface modification applications	Short Plat, Subdivisions, cottages, carriage units, two/three-unit homes, and related demolition and land surface modification applications (see KZC 95.30(6)(a) - Phased Review for additional standards)
TREE INVENTORY AS DESCRIBED IN KZC 95.30(4)(a) FOR:				
All significant trees on the subject property		**X**	**X**	**X**
Significant trees potentially impacted by proposed development activity	**X**			
SITE PLAN AS DESCRIBED IN KZC 95.30(4)(b) TO INCLUDE:				
Surveyed tree locations if required by the Planning Official		**X**	**X**	
Surveyed tree locations				**X**
A final landscape plan showing retained trees			**X**	
REQUIREMENTS IN KZC 95.30(4)(c) SHALL BE PREPARED BY A QUALIFIED PROFESSIONAL AND APPLY TO:				
Significant trees within required yards or within 10 feet of any side property line		**X**		
Significant trees potentially impacted by proposed development activity as determined by the Planning Official			**X**	
Proposed removal of			**X**	

trees with a High Retention Value in required landscaping areas				
All significant trees				X
TREE RETENTION STANDARDS				
Applicant is encouraged to retain viable trees	X(4)			
Retain and protect trees with a High Retention Value to the maximum extent possible		X(4)	X(4)	X(4)
Retain and protect trees with a Moderate Retention Value if feasible		X	X	X
Preservation and maintenance agreements pursuant to KZC 95.51. are required for all remaining trees on the subject property	X	X	X	X(5)
TREE DENSITY				
Tree density requirements shall apply as required in KZC 95.33		X		X
A minimum of two trees must be on the lot following the requirement set forth in KZC 95.33(4)	X			
LANDSCAPING				
Preserved trees in required landscaping areas shall apply toward required landscaping requirements			X	

(1) Applicable when new development, redevelopment, or development in which the total square footage of the proposed improvements is ~~more~~ less than 50 percent of the total square footage of the existing improvements on the subject property

(2) Applicable when new development, redevelopment, or development in which the total square footage of the proposed improvements is more than 50 percent of the total square footage of the existing improvements on the subject property

(3) For lots ~~from~~ created through a short subdivision, subdivision, or Planned Unit Development with an approved Tree Retention Plan ~~III~~, ~~the tree information shall be transferred over and~~ the applicant must comply with the ~~applicable~~ Tree Retention Plan approved with the short subdivision, subdivision, or Planned Unit Development ~~III requirements~~unless subsection (6)(a) Phased Review below applies.

(4) To retain trees with a High Retention Value~~Type 1 trees in required yards~~, the applicant shall pursue, where feasible, applicable variations in the development standards of this code as outlined in ~~subsections (4)(a)(2) and (4)(a)(3)~~KZC 95.32 of this ~~section~~chapter.

(5) Prior to short plat or subdivision recording

6. Additional Tree Retention Plan Standards for Short Plat and Subdivisions

a. Phased Review.

1) If during, the short plat or subdivision review process, the location of all proposed improvements, including the building footprint, utilities, and access was not able to be established, the applicant may submit a Tree Retention Plan that addresses trees only affected by the known improvements at the time of application. Tree removal shall be limited to those affected areas.

2) A new Tree Retention Plan shall be required at each subsequent phase of the project as more information about the location of the proposed improvements is known subject to all of the requirements in KZC 95.30.

b. Modifications to Tree Retention Plan for Short Plats and Subdivisions. A Tree Retention Plan modification request shall contain information as determined by the Planning Official based on the requirements in KZC 95.30(5) Tree Retention Plan. The fee for processing a modification request shall be established by City ordinance.

For Tree Retention Plans approved during the short plat or subdivision review process that established the location of all proposed improvements, including the building footprint, utilities, and access, a modification to the Tree Retention Plan may be approved as follows:

1) Modification - General. The Planning Official may approve minor modifications to the approved Tree Retention Plan in which the minimum tree density credits associated with trees identified for retention are not decreased.

2) Modification Prior to Tree Removal. The Planning Official may approve a modification request to decrease the minimum number of tree density credits associated with trees previously identified for retention if:

a) Trees inventoried in the original Tree Retention Plan have not yet been removed; and

b) The Planning Official shall not approve or deny a modification pursuant to this section without first providing notice of the modification request consistent with the noticing requirements for the short plat.

3) Modification after Tree Removal. A modification request is required to decrease the minimum number of tree density credits associated with trees previously identified for retention after which trees inventoried in the original Tree Retention Plan have already been removed. Such a request may be approved by the Hearing Examiner only if the following are met:

a) The need for the modification was not known and could not reasonably have been known before the tree retention plan was approved;

b) The modification is necessary because of special circumstances which are not the result of actions by the applicant regarding the size, shape, topography, or other physical limitations of the subject property relative to the location of proposed and/or existing improvements on or adjacent to the subject property;

c) There is no practicable or feasible alternative development proposal that results in fewer additional tree removals;

d) The Hearing Examiner shall not approve or deny a modification pursuant to this section without the Planning Official first providing notice of the modification request consistent with the noticing requirements for the short plat and providing opportunity for comments for consideration by the Hearing Examiner; and~~.~~

e) Said comment period shall not be less than ~~seven~~fourteen calendar days.

95.32 - Incentives and Variations to Development Standards

In order to retain trees, the applicant should pursue provisions in Kirkland's codes that allow development standards to be modified. Examples include but are not limited to number of parking stalls, right-of-way improvements, lot size reduction under Chapter 22.28 KMC, lot line placement when subdividing property under KMC Title 22, Planned Unit Developments, and required landscaping, including buffers for lands use and parking/driving areas.

Requirements of the Kirkland Zoning Code may be modified by the Planning Official as outlined below when such modifications would further the purpose and intent of this chapter as set forth in KZC 95.05 and would involve ~~Type 1~~ trees with a High Retention Value.

1. Common Recreational Open Space. Reductions or variations of the area, width, or composition of required common recreational open space, may be granted.

2. Parking Areas and Access. Variations in parking lot design and/or access driveway requirements may be granted when the Public Works and Planning Officials both determine the variations to be consistent with the intent of City policies and codes.

3. Required Yards. Initially, the applicant shall pursue options for placement of required yards as permitted by other sections of this code, such as selecting one front required yard in the RSX zone and adjusting side yards in any zone to meet the 15-foot total as needed for each structure on the site. The Planning Official may also reduce the front or side required yards provided that:

   a. No required side yard shall be less than five feet; and

   b. The required front yard shall not be reduced by more than five feet in residential zones. There shall not be an additional five feet of reduction beyond the allowance provided for covered entry porches.

4. Stormwater. Requirements pertaining to stormwater may be varied if approved by the Public Works Official under KMC 15.52.060.

5. Additional Variations. In addition to the variations described above, the Planning Official is authorized to require site plan alterations to retain ~~Type 1~~ trees with a High Retention Value. Such alterations include minor adjustments to the location of building footprints, adjustments to the location of driveways and access ways, or adjustment to the location of walkways, easements or utilities. The Planning Official and the applicant shall work in good faith to find reasonable solutions.

95.33 - Tree Density Requirement

~~a. Minimum Tree Density Requirement Established.~~ The required minimum tree density is 30 tree credits per acre for single-family homes, cottages, carriage units, two/three-unit homes, short plats, and/or subdivisions and associated demolition and land surface modification. ~~development requiring a Tree Plan I – Major and Tree Plan III.~~ For individual lots in a short subdivision or subdivision with an approved Tree Retention Plan ~~III~~, the tree density shall be calculated ~~based on the entire~~for each lot within the short plat or subdivision. The tree density may consist of existing trees pursuant to the ~~priority established in subsection (4)(a)(1) of this section~~tree's retention value, or supplemental trees or a combination of existing and supplemental trees pursuant to subsection ~~(5)(c)~~(2) of this section. Existing trees transplanted to an area on the same site shall not count toward the required density unless approved by the Urban Forester based on transplant specifications provided by a qualified professional that will ensure a good probability for survival.

1. Tree Density Calculation. For the purpose of calculating required minimum tree density, ~~City~~public right-of-way, ~~and~~ areas to be dedicated as ~~City~~ public right-of-way, and vehicular access easements not included as lot area with the approved short plat shall be excluded from the area used for calculation of tree density.

Tree density calculation for existing individual trees:

a. Diameter breast height (DBH) of the tree shall be measured in inches.

b. The tree credit value that corresponds with DBH shall be found in Table 95.~~35~~33.1.

Table 95.~~35~~33.1

Tree Density for Existing Significant Trees

(Credits per minimum diameter – DBH)

DBH	Tree Credits	DBH	Tree Credits	DBH	Tree Credits
3 – 5″	0.5				
6 – 10″	1	24″	8	38″	15
12″	2	26″	9	40″	16
14″	3	28″	10	42″	17

16″	4	30″	11	44″	18
18″	5	32″	12	46″	19
20″	6	34″	13	48″	20
22″	7	36″	14	50″	21

Example: a 7,200-square-foot lot would need five tree credits (7,200/43,560 = 0.165 X 30 = (4.9) or five). The density for the lot could be met with ~~a~~ one existing 16-inch tree and one existing six-inch tree ~~existing~~ on-site.

2. Supplemental Trees Planted to Meet Minimum Density Requirement. For sites and activities requiring a minimum tree density and where the existing trees to be retained do not meet the minimum tree density requirement, supplemental trees shall be planted to achieve the required minimum tree density.

3. Tree Location. In designing a development and in meeting the required minimum tree density the trees shall be planted in the following order of priority:

   a. On-Site. The preferred locations for new trees are:

      1) In preserved groves, critical areas or their buffers.

      2) Adjacent to stormwater facilities as approved by Public Works under KMC 15.52.060.

      3) Entrance landscaping, traffic islands and other common areas in residential subdivisions.

      4) Site perimeter ~~Site Perimeter~~ – The area of the subject property that is within 10 feet from the property line.

      5) On individual residential building lots.

   b. Off-Site. When room is unavailable for planting the required trees on-site, then they may be planted at another approved location in the City.

   c. City Forestry Account. When the Planning Official determines on-site and off-site locations are unavailable, then the applicant shall pay an amount of money approximating the current market value of the supplemental trees into the City forestry account.

4. Minimum Size and Tree Density Value for Supplemental Trees. The required minimum size of the supplemental tree worth one tree credit shall be six feet tall for a conifer and two-inch caliper for deciduous or broad-leaf evergreen tree. Additional credits may be awarded for larger supplemental trees. The installation and maintenance shall be pursuant to KZC ~~95.45~~ 95.50 and ~~95.50~~ 95.51 respectively.

95.34 - Tree Protection during Development Activity

Prior to development activity or initiating tree removal on the site, vegetated areas and individual trees to be preserved shall be protected from potentially damaging activities pursuant to the following standards:

1. Placing Materials near Trees. No person may conduct any activity within the protected area of any tree designated to remain, including, but not limited to, operating or parking equipment, placing solvents, storing building material or soil deposits, or dumping concrete washout or other chemicals. During construction, no person shall attach any object to any tree designated for protection.

2. Protective Barrier. Before development, land clearing, filling or any land alteration, the applicant shall:

   a. Erect and maintain ~~a~~ readily visible temporary protective tree fencing along the limits of disturbance which completely surrounds the protected area of all retained trees or groups of trees. Fences shall be constructed of chain link and be at least ~~four~~ six feet high, unless other type of fencing is authorized by the Planning Official.

   b. Install highly visible signs spaced no further than 15 feet along the entirety of the protective tree fence. Said sign must be approved by the Planning Official and shall state at a minimum "Tree Protection Area, Entrance Prohibited" and provide the City phone number for code enforcement to report violations.

   c. Prohibit excavation or compaction of earth or other potentially damaging activities within the barriers; provided, that the Planning Official may allow such activities approved by a qualified professional and under the supervision of a qualified professional retained and paid for by the applicant.

   d. Maintain the protective barriers in place for the duration of the project until the Planning Official authorizes their removal.

   e. Ensure that any approved landscaping done in the protected zone subsequent to the removal of the barriers shall be accomplished with light machinery or hand labor.

   f. In addition to the above, the Planning Official may require the following:

      1) If equipment is authorized to operate within the critical root zone, cover the areas adjoining the critical root zone of a tree with mulch to a depth of at least six inches or with plywood or similar material in order to protect roots from damage caused by heavy equipment.

      2) Minimize root damage by excavating a two-foot-deep trench, at edge of critical root zone, to cleanly sever the roots of trees to be retained.

      3) Corrective pruning performed on protected trees in order to avoid damage from machinery or building activity.

4) Maintenance of trees throughout construction period by watering and fertilizing.

3. Grade.

a. The grade shall not be elevated or reduced within the critical root zone of trees to be preserved without the Planning Official's authorization based on recommendations from a qualified professional. The Planning Official may allow coverage of up to one half of the area of the tree's critical root zone with light soils (no clay) to the minimum depth necessary to carry out grading or landscaping plans, if it will not imperil the survival of the tree. Aeration devices may be required to ensure the tree's survival.

b. If the grade adjacent to a preserved tree is raised such that it could slough or erode into the tree's critical root zone, it shall be permanently stabilized to prevent suffocation of the roots.

c. The applicant shall not install an impervious surface within the critical root zone of any tree to be retained without the authorization of the Planning Official. The Planning Official may require specific construction methods and/or use of aeration devices to ensure the tree's survival and to minimize the potential for root-induced damage to the impervious surface.

d. To the greatest extent practical, utility trenches shall be located outside of the critical root zone of trees to be retained. The Planning Official may require that utilities be tunneled under the roots of trees to be retained if the Planning Official determines that trenching would significantly reduce the chances of the tree's survival.

e. Trees and other vegetation to be retained shall be protected from erosion and sedimentation. Clearing operations shall be conducted so as to expose the smallest practical area of soil to erosion for the least possible time. To control erosion, it is encouraged that shrubs, ground cover and stumps be maintained on the individual lots, where feasible.

4. Directional Felling. Directional felling of trees shall be used to avoid damage to trees designated for retention.

5. Additional Requirements. The Planning Official may require additional tree protection measures that are consistent with accepted urban forestry industry practices.

95.40 Required Landscaping

1. User Guide. Chapters 15 through 60 KZC containing the use zone charts assign a landscaping category to each use in each zone. This category is either "A," "B," "C," "D," or "E." If you do not know which landscaping category applies to the subject property, you should consult the appropriate use zone chart.

Requirements pertaining to each landscaping category are located throughout this chapter, except that Landscaping Category E is not subject to this section.

Landscape Categories A, B, C, D, and E may be subject to additional related requirements in the following other chapters:

a. Various use zone charts, in Chapters 15 through 60 KZC, establish additional or special buffering requirements for some uses in some zones.

b. Chapter 85 KZC, Geologically Hazardous Areas, addresses the retention of vegetation on steep slopes.

c. Chapter 90 KZC, Drainage Basins, addresses vegetation within sensitive areas and sensitive area buffers.

d. Chapter 110 KZC and Chapter 19.36 KMC address vegetation within rights-of-way, except for the I-405, SR-520, and Burlington Northern rights-of-way.

e. KZC 115.135, Sight Distance at Intersections, which may limit the placement of landscaping in some areas.

f. Chapter 22 KMC addresses trees in subdivisions.

2. Use of Significant Existing Vegetation.

a. General. The applicant shall apply subsection KZC ~~95.35(4)~~95.30(3)-Tree Retention Plan Review Procedure and KZC 95.32-Incentives and Variations to Development Standards to retain existing trees and vegetation in areas subject to the landscaping standards of this section. The Planning Official shall give substantial weight to the retained trees and vegetation when determining the applicant's compliance with this section.

b. Supplement. The City may require the applicant to plant trees, shrubs, and groundcover according to the requirements of this section to supplement the existing vegetation in order to provide a buffer at least as effective as the required buffer.

c. Protection Techniques. The applicant shall use the protection techniques described in KZC ~~95.35(6)~~95.34 to ensure the protection of significant existing vegetation.

3. Landscape Plan Required. In addition to the ~~tree plan~~Tree Retention Plan required pursuant to KZC ~~95.35(2)~~95.30, application materials shall clearly depict the quantity, location, species, and size of plant materials proposed to comply with the requirements of this section, and shall address the plant installation and maintenance requirements set forth in KZC ~~95.45~~ 95.50 and ~~95.50~~95.51. Plant materials shall be identified with both their scientific and common names. Any required irrigation system must also be shown.

95.41~~5.~~ Supplemental Plantings.

1. General. The applicant shall provide the supplemental landscaping specified in subsection ~~(5)(b)~~(2) of this section in any area of the subject property that:

a. Is not covered with a building, vehicle circulation area or other improvement; and

b. Is not a critical area, critical area buffer, or in an area to be planted with required landscaping; and

c. Is not committed to and being used for some specific purpose.

2. Standards. The applicant shall provide the following at a minimum:

a. Living plant material which will cover 80 percent of the area to be landscaped within two years. If the material to be used does not spread over time, the applicant shall re-plant the entire area involved immediately. Any area that will not be covered with living plant material must be covered with nonliving groundcover.

b. One tree for each 1,000 square feet of area to be landscaped. At the time of planting, deciduous trees must be at least two inches in caliper and coniferous trees must be at least five feet in height.

c. If a development requires approval through Process I, IIA, IIB or III as described in Chapters 145, 150, 152 and 155 KZC, respectively, the City may require additional vegetation to be planted along a building facade if:

1) The building facade is more than 25 feet high or more than 50 feet long; or

2) Additional landscaping is necessary to provide a visual break in the facade.

d. In RHBD varieties of rose shrubs or ground cover along with other plant materials shall be included in the on-site landscaping.

e. If development is subject to Design Review as described in Chapter 142, the City will review plant choice and specific plant location as part of the Design Review approval. The City may also require or permit modification to the required plant size as part of Design Review approval.

~~4.~~95.42 Minimum Land Use Buffer Requirements.

The applicant shall comply with the provisions specified in the following chart and with all other applicable provisions of this chapter. Land use buffer requirements may apply to the subject property, depending on what permitted use exists on the adjoining property or, if no permitted use exists, depending on the zone that the adjoining property is in.

LANDSCAPING CATEGORY ↓	ADJOINING PROPERTY ↓	***Public park or low density residential use or if no permitted use exists on the adjoining property then**	**Medium or high density residential use or if no permitted use exists on the adjoining property then a medium**	**Institutional or office use or if no permitted use exists on the adjoining property then an institutional or office zone.**	**A commercial use or an industrial use or if no permitted use exists on the adjoining property then a commercial**

		a low density zone.	density or high density zone.		or industrial zone.
A		Must comply with KZC ~~95.40(6)(a)~~ subsection (1) (Buffering Standard 1)	Must comply with KZC subsection (1) ~~95.40(6)(a)~~ (Buffering Standard 1)	Must comply with subsection (2) ~~KZC 95.40(6)(b)~~ (Buffering Standard 2)	
B		Must comply with KZC subsection (1) ~~95.40(6)(a)~~ (Buffering Standard 1)	Must comply with KZC subsection (1) ~~95.40(6)(a)~~ (Buffering Standard 1)		
C		Must comply with KZC subsection (1) ~~95.40(6)(a)~~ (Buffering Standard 1)	Must comply with KZC ~~95.40(6)(b)~~ subsection (2) (Buffering Standard 2)		
D		Must comply with KZC subsection (2) ~~95.40(6)(b)~~ (Buffering Standard 2)			
E					
Footnotes:		*If the adjoining property is zoned Central Business District, Juanita Business District, North Rose Hill Business District, Rose Hill Business District, Totem Center or is located in TL 5, this section, KZC ~~95.40(6)~~95.42 does not apply.			

~~1. Land Use Buffering Standards. The~~ This chart ~~in subsection (4) of this section~~ establishes which buffering standard applies in a particular case. The following subsections establish the specific requirement for each standard:

1. For standard 1, the applicant shall provide a 15-foot-wide landscaped strip with a six-foot-high solid screening fence or wall. Except for public utilities, the fence or wall must be placed on the outside edge of the land use buffer or on the property line when adjacent to private property. For public utilities, the fence or wall may be placed either on the outside or inside edge of the landscaping strip. A fence or wall is not required when the land use buffer is adjacent and parallel to a public right-of-way that is improved for vehicular use. See KZC 115.40 for additional fence standards. The land use buffer must be planted as follows:

a. Trees planted at the rate of one tree per 20 linear feet of land use buffer, with deciduous trees of two and one-half inch caliper, minimum, and/or coniferous trees eight feet in height, minimum. At least 70 percent of trees shall be evergreen. The trees shall be distributed evenly throughout the buffer, spaced no more than 20 feet apart on center.

b. Large shrubs or a mix of shrubs planted to attain coverage of at least 60 percent of the land use buffer area within two years, planted at the following sizes and spacing, depending on type:

1) Low shrub – (mature size under three feet tall), one- or two-gallon pot or balled and burlapped equivalent);

2) Medium shrub – (mature size from three to six feet tall), two- or three-gallon pot or balled and burlapped equivalent);

3) Large shrub – (mature size over six feet tall), five-gallon pot or balled and burlapped equivalent).

c. Living ground covers planted from either four-inch pot with 12-inch spacing or one-gallon pot with 18-inch spacing to cover within two years 60 percent of the land use buffer not needed for viability of the shrubs or trees.

2. For standard 2, the applicant shall provide a five-foot-wide landscaped strip with a six-foot-high solid screening fence or wall. Except for public utilities, the fence or wall must be placed on the outside edge of the land use buffer or on the property line when adjacent to private property. For public utilities, the fence or wall may be placed either on the outside or inside edge of the landscaping strip. A fence or wall is not required when the land use buffer is adjacent and parallel to a public right-of-way that is improved for vehicular use. See KZC 115.40 for additional fence standards. The landscaped strip must be planted as follows:

a. One row of trees planted no more than 10 feet apart on center along the entire length of the buffer, with deciduous trees of two inch caliper, minimum, and/or coniferous trees at least six feet in height, minimum. At least 50 percent of the required trees shall be evergreen.

b. Living ground covers planted from either four-inch pot with 12-inch spacing or one-gallon pot with 18-inch spacing to cover within two years 60 percent of the land use buffer not needed for viability of the trees.

3. Plant Standards. All plant materials used shall meet the most recent American Association of Nurserymen Standards for nursery stock: ANSI Z60.1.

4. Location of the Land Use Buffer. The applicant shall provide the required buffer along the entire common border between the subject property and the adjoining property.

5. Multiple Buffering Requirement. If the subject property borders more than one adjoining property along the same property line, the applicant shall provide a gradual transition between different land use buffers. This transition must occur totally within the area which has the less stringent buffering requirement. The specific design of the transition must be approved by the City.

6. Adjoining Property Containing Several Uses. If the adjoining property contains several permitted uses, the applicant may provide the least stringent land use buffer required for any of these uses.

7. Subject Property Containing Several Uses. If the subject property contains more than one use, the applicant shall comply with the land use buffering requirement that pertains to the use within the most stringent landscaping category that abuts the property to be buffered.

8. Subject Property Containing School. If the subject property is occupied by a school, land use buffers are not required along property lines adjacent to a street.

9. Encroachment into Land Use Buffer. Typical incidental extensions of structures such as chimneys, bay windows, greenhouse windows, cornices, eaves, awnings, and canopies may be permitted in land use buffers as set forth in KZC 115.115(3)(d); provided, that:

   a. Buffer planting standards are met; and

   b. Required plantings will be able to attain full size and form typical to their species.

95.43~~k.~~ Outdoor ~~use~~Use, ~~activity~~Activity, and ~~storage~~Storage

Outdoor use, activity, and storage (KZC 115.105(2)) must comply with required land use buffers for the primary use, except that the following outdoor uses and activities, when located in commercial or industrial zones, are exempt from KZC 115.105(2)(c)(1) and (2)(c)(2) as stated below:

1. That portion of an outdoor use, activity, or storage area which abuts another outdoor use, activity, or storage area which is located on property zoned for commercial or industrial use.

2. Outdoor use, activity, and storage areas which are located adjacent to a fence or structure which is a minimum of six feet above finished grade; and do not extend outward from the fence or structure more than five feet; provided, that the total horizontal dimensions of these areas shall not exceed 50 percent of the length of the facade or fence (see Plate 11).

3. If there is an improved path or sidewalk in front of the outdoor storage area, the outdoor use, activity or storage area may extend beyond five feet if a clearly defined walking path at least three feet in width is maintained and there is adequate pedestrian access to and from the primary use. The total horizontal dimension of these areas shall not exceed 50 percent of the length of the facade of the structure or fence (see Plate 11).

4. Outdoor dining areas.

5. That portion of an outdoor display of vehicles for sale or lease which is adjacent to a public right-of-way that is improved for vehicular use; provided, that it meets the buffering standards for driving and parking areas in ~~subsections (7)(b)(1)(a) and (7)(b)(1)(b) of this section~~KZC 95.45(1); and provided further, that the exemptions of ~~subsection (7)(b)(2) of this section~~KZC 95.45(2) do not apply unless it is fully enclosed within or under a building, or is on top of a building and is at least one story above finished grade.

6. Outdoor Christmas tree lots and fireworks stands if these uses will not exceed 30 days, and outdoor amusement rides, carnivals and circuses, and parking lot sales which are ancillary to the indoor sale of the same goods and services, if these uses will not exceed seven days.

~~7. Landscaping and Buffering Standards for Driving and Parking Areas.~~**95.44Internal Parking Lot Landscaping Requirements**

~~a. Landscaping — General.1)~~ The following internal parking lot landscape standards apply to each parking lot or portion thereof containing more than eight parking stalls.

1. The parking lot must contain 25 square feet of landscaped area per parking stall planted ~~pursuant to subsections (7)(a)(1)(b) and (c) of this section~~as follows;

   ~~2~~a. The applicant shall arrange the required landscaping ~~required in subsection (7)(a)(1)(a) of this section~~ throughout the parking lot to provide landscape islands or peninsulas to separate groups of parking spaces (generally every eight stalls) from one another and each row of spaces from any adjacent driveway that runs perpendicular to the row. This island or peninsula must be surrounded by a six-inch-high vertical curb, be of similar dimensions as the adjacent parking stalls. ~~and planted pursuant to the standards in subsection (7)(a)(1)(c) of this section:~~

   ~~3~~b. Landscaping shall be installed pursuant to the following standards:

      ~~a.~~1) At least one deciduous tree, two inches in caliper or a coniferous tree five feet in height.

      ~~b.~~2) Groundcover shall be selected and planted to achieve 60 percent coverage within two years.

   ~~4~~c. Exception. The requirements of this subsection do not apply to any area that is fully enclosed within or under a building.

~~5~~2. Rooftop Parking Landscaping. For a driving or parking area on the top level of a structure that is not within the CBD zone or within any zone that requires design regulation compliance, one planter that is 30 inches deep and five feet square must be provided for every eight stalls on the top level of the structure. Each planter must contain a small tree or large shrub suited to the size of the container and the specific site conditions, including desiccating winds, and is clustered with other planters near driving ramps or stairways to maximize visual effect.

~~6~~3. If development is subject to Design Review as described in Chapter 142 KZC, the City will review the parking area design, plant choice and specific plant location as part of the Design Review approval. The City may also require or permit modification to the required landscaping and design of the parking area as part of Design Review approval.

95.45.~~b.~~ Perimeter Landscape **Buffering for Driving and Parking Areas.**

1. Perimeter Buffering – General. Except as specified in subsection ~~(7)(b)~~(2) of this section, the applicant shall buffer all parking areas and driveways from abutting rights-of-way and from adjacent property with a five-foot-wide strip along the perimeter of the parking areas and driveways planted as follows (see Figure 95.45.A):

   a. One row of trees, two inches in caliper and planted 30 feet on center along the entire length of the strip.

   b. Living groundcover planted to attain coverage of at least 60 percent of the strip area within two years.

2. Exception. The requirements of ~~subsection (7)(b)(1) of~~ this section do not apply to any parking area that:

   a. Is fully enclosed within or under a building; or

   b. Is on top of a building and is at least one story above finished grade; or

   c. Serves detached dwelling units exclusively; or

   d. Is within any zone that requires design regulation compliance. See below for Design District requirements.

3. Design Districts. If subject to design review, each side of a parking lot that abuts a street, through-block pathway or public park must be screened from that street, through-block pathway or public park by using one or a combination of the following methods (see Figures 95.45.A, B, and C):

   a. By providing a landscape strip at least five feet wide planted consistent with ~~subsection (7)(b)(1) of this section~~KZC 95.45(1), or in combination with the following. In the RHBD Regional Center (see KZC Figure 92.05.A) a 10-foot perimeter landscape strip along NE 85th Street is required planted consistent with subsection ~~(7)(b)~~(1) of this section.

   b. The hedge or wall must extend at least two feet, six inches, and not more than three feet above the ground directly below it.

   c. The wall may be constructed of masonry or concrete, if consistent with the provisions of KZC 92.35(1)(g), in building material, color and detail, or of wood if the design and materials match the building on the subject property.

   d. In JBD zones:

1) If the street is a pedestrian-oriented street, the wall may also include a continuous trellis or grillwork, at least five feet in height above the ground, placed on top of or in front of the wall and planted with climbing vines. The trellis or grillwork may be constructed of masonry, steel, cast iron and/or wood.

2) If the wall abuts a pedestrian-oriented street, the requirements of this subsection may be fulfilled by providing pedestrian weather protection along at least 80 percent of the frontage of the subject property.

e. If development is subject to Design Review as described in Chapter 142 KZC, the City will review plant choice and specific plant location as part of the Design Review approval. The City may also require or permit modification to the required plant size as part of Design Review approval.

4. Overlapping Requirements. If buffering is required ~~under subsection (6) of this section~~in KZC 95.42, Land Use Buffering Standards, and by this subsection, the applicant shall utilize the more stringent buffering requirement.

Perimeter Parking Lot Landscaping

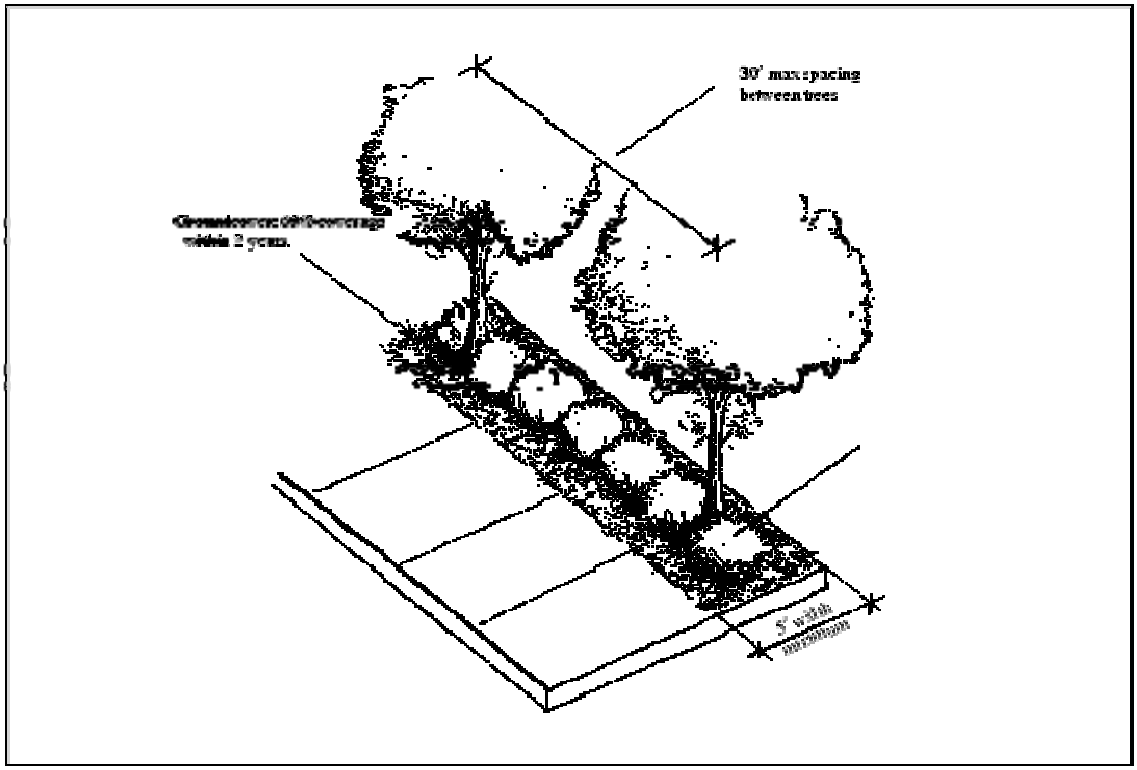

FIGURE 95.45.A

Perimeter Parking – Examples of Various Screen Wall Designs

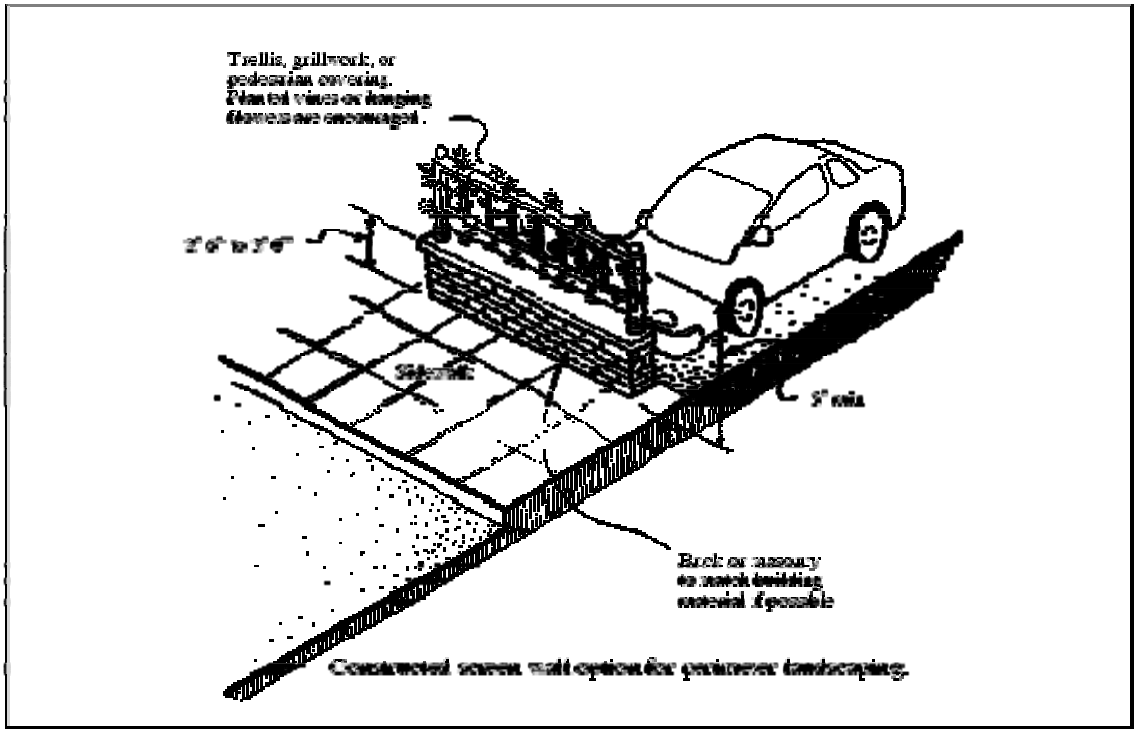

FIGURE 95.45.B

Perimeter Parking – Examples of Various Screen Wall Designs

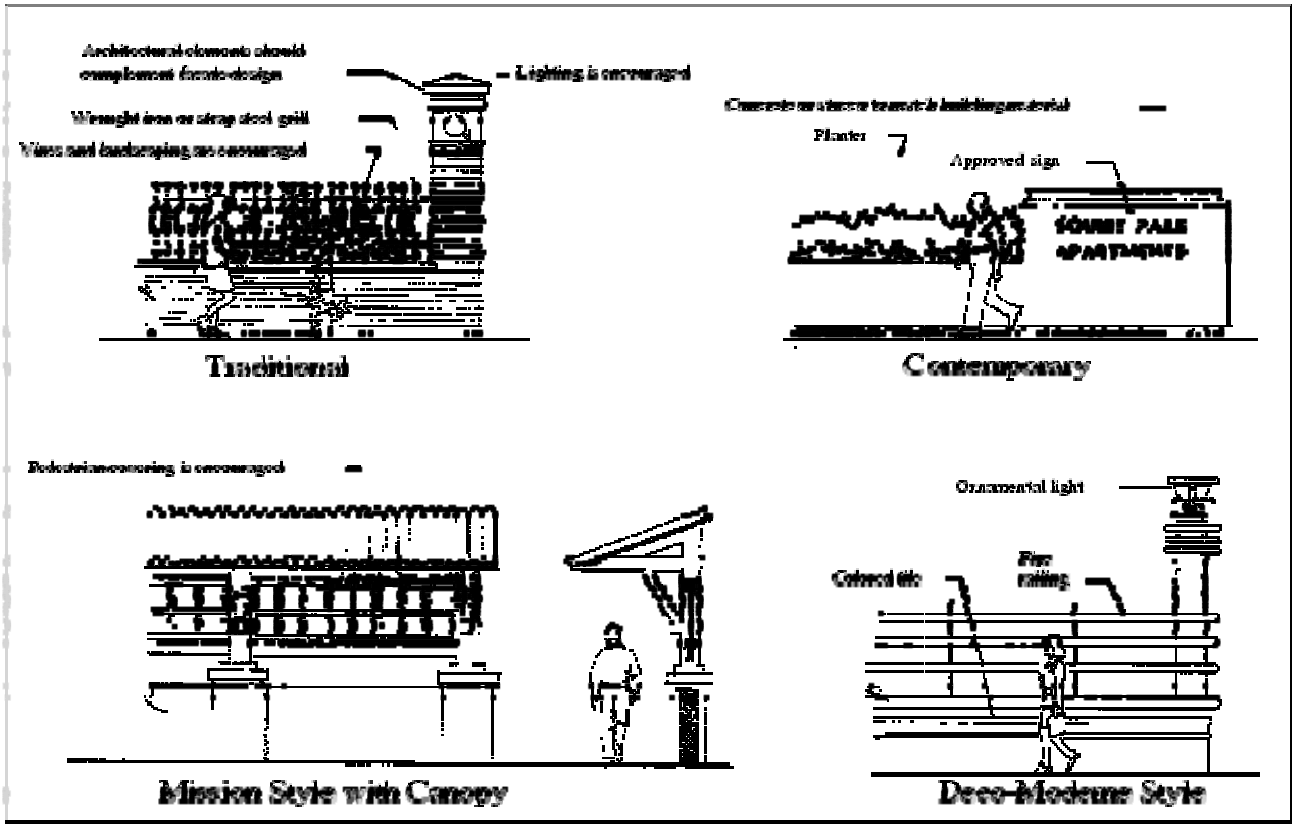

FIGURE 95.45.C

95.46~~c.~~ Modifications to~~of~~ Landscaping ~~and Buffering~~ Standards~~ for Driving and Parking Areas~~.

~~j.~~ 1. Modification to Land Use Buffer Requirements. The applicant may request a modification of the requirements of the buffering standards ~~of subsection (6) of this section~~in KZC 95.42. The Planning Official may approve a modification if:

a. The owner of the adjoining property agrees to this in writing; and

b. The existing topography or other characteristics of the subject property or the adjoining property, or the distance of development from the neighboring property decreases or eliminates the need for buffering; or

c. The modification will be more beneficial to the adjoining property than the required buffer by causing less impairment of view or sunlight; or

d. The Planning Official determines that it is reasonable to anticipate that the adjoining property will be redeveloped in the foreseeable future to a use that would require no, or a less intensive, buffer; or

e. The location of pre-existing improvements on the adjoining site eliminates the need or benefit of the required landscape buffer.

2.~~1)~~ ~~Authority to Grant and Duration.~~Modifications to General Landscaping Requirements

a. Authority to Grant and Duration. If the proposed development of the subject property requires approval through Design Review or Process I, IIA, IIB, or III, described in Chapters 142, 145, 150, 152, and 155 KZC, respectively, a request for a modification will be considered as part of that process under the provisions of this section. The City must find that the applicant meets the applicable criteria listed in subsections (2)(b) and (2)(c) ~~(7)(c)(2)~~ of this section. If granted under Design Review or Process I, IIA, IIB, or III, the modification is binding on the City for all development permits issued for that development under the building code within five years of the granting of the modification.

If ~~subsection (7)(1)(a) of this section~~the above does not apply, the Planning Official may grant a modification in writing under the provisions of this section.

b. Internal parking lot landscaping Modifications. For a modification to the internal parking lot landscaping requirements in KZC 95.44~~of subsection (7)(a) of this section~~, the landscape requirements may be modified if:

1) The modification will produce a landscaping design in the parking area comparable or superior to that which would result from adherence to the adopted standard; or

2) The modification will result in increased retention of significant existing vegetation; or

3) The purpose of the modification is to accommodate low impact development techniques as approved by the Planning Official.

c. Perimeter parking lot and driveway landscaping. For a modification to ~~subsection (7)(b) of this section~~the perimeter landscaping for parking lots and driveways, the buffering requirements for parking areas and driveways may be modified if:

1) The existing topography of or adjacent to the subject property decreases or eliminates the need for visual screening; or

2) The modification will be of more benefit to the adjoining property by causing less impairment of view or sunlight; or

3) The modification will provide a visual screen that is comparable or superior to the buffer required by ~~subsection (7)(b) of this section~~KZC 95.45; or

4) The modification eliminates the portion of the buffer that would divide a shared parking area serving two or more adjacent uses, but provides the buffer around the perimeter of the shared parking area.

95.47~~8~~ Nonconforming Landscaping and Buffers.

1. The landscaping requirements of ~~subsections (5) and (7)~~KZC 95.41 Supplemental Plantings, KZC 95.43 Outdoor Use and Storage, KZC 95.44 Internal Parking Lot Landscaping, and KZC 95.45 Perimeter Landscape Buffering for Driving and Parking Areas of this section must be brought into conformance as much as is feasible, based on available land area, in either of the following situations:

   a. An increase of at least 10 percent in gross floor area of any structure; or

   b. An alteration to any structure, the cost of which exceeds 50 percent of the replacement cost of the structure.

2. Land use buffers must be brought into conformance with ~~subsection (6) of this section~~KZC 95.42 in either of the following situations:

   a. An increase in gross floor area of any structure (the requirement to provide conforming buffers applies only where new gross floor area impacts adjoining property); or

   b. A change in use on the subject property and the new use requires larger buffers than the former use.

95.~~45~~ 50 Installation Standards for Required Plantings

All required trees and landscaping shall be installed according to sound horticultural practices in a manner designed to encourage quick establishment and healthy plant growth. All required landscaping shall be installed in the ground and not in above-ground containers, except for landscaping required on the top floor of a structure.

When an applicant proposes to locate a subterranean structure under required landscaping that appears to be at grade, the applicant will: (1) provide site-specific documentation prepared by a qualified expert to establish that the design will adequately support the long-term viability of the required landscaping; and (2) enter into an agreement with the City, in a form acceptable to the City Attorney, indemnifying the City from any damage resulting from development activity on the subject property which is related to the physical condition of the property. The applicant shall record this agreement with the King County Department of Elections and Records.

~~1. Street Trees. Street trees are not subject to the regulations of this chapter and are not counted toward any landscaping required by this chapter. Street trees are regulated by Chapter 110 KZC and Chapter 19.36 KMC.~~

~~2~~1. Compliance. It is the applicant's responsibility to show that the proposed landscaping complies with the regulations of this chapter.

~~3~~2. Timing. All landscaping shall be installed prior to the issuance of a certificate of occupancy, except that the installation of any required tree or landscaping may be deferred during the summer months to the next planting season, but never for more than six months. Deferred

installation shall be secured with a performance bond pursuant to Chapter 175 KZC prior to the issuance of a certificate of occupancy.

~~4~~3. Grading. Berms shall not exceed a slope of two horizontal feet to one vertical foot (2:1).

~~5.~~4 Soil Specifications. Soils in planting areas shall have adequate porosity to allow root growth. Soils which have been compacted to a density greater than one and three-tenths grams per cubic centimeters shall be loosened to increase aeration to a minimum depth of 24 inches or to the depth of the largest plant root ball, whichever is greater. Imported topsoils shall be tilled into existing soils to prevent a distinct soil interface from forming. After soil preparation is completed, motorized vehicles shall be kept off to prevent excessive compaction and underground pipe damage. The organic content of soils in any landscape area shall be as necessary to provide adequate nutrient and moisture-retention levels for the establishment of plantings. See subsection (~~8~~9) of this section for mulch requirements.

~~6~~5. Plant Selection.

a. Plant selection shall be consistent with the Kirkland Plant List, which is produced by the City's Natural Resource Management Team and available in the Department of Planning and Community Development.

b. Plants shall be selected and sited to produce a hardy and drought-resistant landscape area. Selection shall consider soil type and depth, the amount of maintenance required, spacing, exposure to sun and wind, the slope and contours of the site, and compatibility with existing native vegetation preserved on the site. Preservation of existing vegetation is strongly encouraged.

c. Prohibited Materials. Plants listed as prohibited in the Kirkland Plant List are prohibited in required landscape areas. Additionally, there are other plants that may not be used if identified in the Kirkland Plant List as potentially damaging to sidewalks, roads, underground utilities, drainage improvements, foundations, or when not provided with enough growing space.

d. All plants shall conform to American Association of Nurserymen (AAN) grades and standards as published in the "American Standard for Nursery Stock" manual.

e. Plants shall meet the minimum size standards established in other sections of the KZC.

f. Multiple-stemmed trees may be permitted as an option to single-stemmed trees for required landscaping provided that such multiple-stemmed trees are at least 10 feet in height and that they are approved by the Planning Official prior to installation.

~~7~~6. Fertilization. All fertilizer applications to turf or trees and shrubs shall follow Washington State University, National Arborist Association or other accepted agronomic or horticultural standards.

~~8~~7. Irrigation. The intent of this standard is to ensure that plants will survive the critical establishment period when they are most vulnerable due to lack of watering. All required plantings must provide an irrigation system, using either Option 1, 2, or 3 or a combination

of those options. For each option irrigation shall be designed to conserve water by using the best practical management techniques available. These techniques may include, but not be limited to: drip irrigation to minimize evaporation loss, moisture sensors to prevent irrigation during rainy periods, automatic controllers to insure proper duration of watering, sprinkler head selection and spacing designed to minimize overspray, and separate zones for turf and shrubs and for full sun exposure and shady areas to meet watering needs of different sections of the landscape.

Exceptions, as approved by the Planning Official, to the irrigation requirement may be approved xeriscape (i.e., low water usage plantings), plantings approved for low impact development techniques, established indigenous plant material, or landscapes where natural appearance is acceptable or desirable to the City. However, those exceptions will require temporary irrigation (Option 2 and/or 3) until established.

a. Option 1. A permanent built-in irrigation system with an automatic controller designed and certified by a licensed landscape architect as part of the landscape plan.

b. Option 2. An irrigation system designed and certified by a licensed landscape architect as part of the landscape plan, which provides sufficient water to ensure that the plants will become established. The system does not have to be permanent if the plants chosen can survive adequately on their own, once established.

c. Option 3. Irrigation by hand. If the applicant chooses this option, an inspection will be required one year after final inspection to ensure that the landscaping has become established.

~~9~~8. Drainage. All landscapes shall have adequate drainage, either through natural percolation or through an installed drainage system. A percolation rate of one-half inch of water per hour is acceptable.

~~10~~9. Mulch.

a. Required plantings, except turf or areas of established ground cover, shall be covered with two inches or more of organic mulch to minimize evaporation and runoff. Mulch shall consist of materials such as yard waste, sawdust, and/or manure that are fully composted.

b. All mulches used in planter beds shall be kept at least six inches away from the trunks of shrubs and trees.

~~11~~10. Protection. All required landscaped areas, particularly trees and shrubs, must be protected from potential damage by adjacent uses and development, including parking and storage areas. Protective devices such as bollards, wheel stops, trunk guards, root guards, etc., may be required in some situations.

~~12~~11. Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers. Plants intended to mitigate for the loss of natural resource values are subject to the following requirements in addition to the other landscaping requirements ~~of~~ found in KZC ~~95.45~~95.40 through KZC 95.45. Where these requirements conflict with other requirements of this

chapter, these requirements take precedence. Refer to Chapters 85 and 90 KZC for additional requirements for these areas.

a. Plant Source. Plant materials must be native and selected from the Kirkland Plant List. Seed source must be as local as possible, and plants must be nursery propagated unless transplanted from on-site areas approved for disturbance. These requirements must be included in the Mitigation Plan specifications.

b. Installation. Plant materials must be supported only when necessary due to extreme winds at the planting site. Where support is necessary, stakes, guy wires, or other measures must be removed as soon as the plant can support itself, usually after the first growing season. All fertilizer applications to turf or trees and shrubs shall follow Washington State University, National Arborist Association or other accepted agronomic or horticultural standards.

c. Fertilizer Applications. Fertilizers shall be applied in such a manner as to prevent its entry into waterways and wetlands and minimize its entry into storm drains. No applications shall be made within 50 feet of a waterway or wetland, or a required buffer as established by the City codes (such as Chapter 90 KZC) or Kirkland Shoreline Master Program (SMP, KMC Title 24), whichever is greater, unless specifically authorized in an approved mitigation plan or otherwise authorized in writing by the Planning Official.

95.~~50~~ 51 Tree and Landscape Maintenance Requirements

The following maintenance requirements apply to all trees, including street trees, and other vegetation required to be planted or preserved by the City:

1. Responsibility for Regular Maintenance. Required trees and vegetation, fences, walls, and other landscape elements shall be considered as elements of the project in the same manner as parking, building materials, and other site details. The applicant, landowner, or successors in interest shall be responsible for the regular maintenance of required landscaping elements. Plants that die must be replaced in kind. It is also the responsibility of the property owner to maintain street trees abutting their property pursuant to KZC 95.21.

2. Maintenance Duration. Maintenance shall be ensured in the following manner except as set forth in subsections (3) and (4) of this section:

a. All required landscaping shall be maintained throughout the life of the development. Prior to issuance of a certificate of occupancy, the proponent shall provide a final as-built landscape plan and an agreement to maintain and replace all landscaping that is required by the City.

b. Any existing tree or other existing vegetation designated for preservation ~~on a Tree Plan I – Major, a Tree Plan II, or a Tree Plan III~~in a Tree Retention Plan shall be maintained for a period of five years following issuance of the certificate of occupancy for the individual lot or development. After five years, all trees on the property are subject to KZC ~~95.20~~ 95.23 unless:

1) The tree and associated vegetation are in a grove that is protected pursuant to subsection (3) of this section; or

2) The tree or vegetation is considered to be a public benefit related to approval of a planned unit development; or

3) The tree or vegetation was retained to partially or fully meet requirements of KZC 95.40 through KZC 95.45, Required Landscaping.

3. Maintenance of Preserved Grove. Any applicant who has a grove of trees identified for preservation on an approved ~~tree plan~~Tree Retention Plan pursuant to KZC ~~95.35(4)(a)(1)(b)~~95.30(2) shall provide prior to occupancy the legal instrument acceptable to the City to ensure preservation of the grove and associated vegetation in perpetuity, except that the agreement may be extinguished if the Planning Official determines that preservation is no longer appropriate.

4. Maintenance of Critical Area and Critical Area Buffers. In critical areas and their buffers, native vegetation is not to be removed without City approval pursuant to KZC ~~95.35(4)(c)~~95.23(5)(d). However, it is the responsibility of the property owner to maintain critical areas and their buffers by removing non-native, invasive, and noxious plants in a manner that will not harm critical areas or their buffers. See also subsection (6) of this section and Chapters 85 and 90 KZC for additional requirements for trees and other vegetation within critical areas and critical area buffers.

5. Non-Native Invasive and Noxious Plants. It is the responsibility of the property owner to remove non-native invasive plants and noxious plants from the vicinity of any tree or other vegetation that the City has required to be planted or protected. Removal must be performed in a manner that will not harm the tree or other vegetation that the City has required to be planted or protected.

6. Pesticides, Herbicides, and Fertilizer. The use of plant material requiring excessive pesticide or herbicide applications to be kept healthy and attractive is discouraged. Pesticide, herbicide, and fertilizer applications shall be made in a manner that will prevent their unintended entry into waterways, wetlands, and storm drains. No application shall be made within 50 feet of a waterway or wetland or a required buffer as established by City codes, whichever is greater, unless done so by a state certified applicator with approval of the Planning Official, and is specifically authorized in an approved mitigation plan or otherwise authorized in writing by the Planning Official.

7. Landscape Plans and Utility Plans. Landscape plans and utility plans shall be coordinated. In general, the placement of trees and large shrubs should adjust to the location of required utility routes both above and below ground. Location of plants shall be based on the plant's mature size both above and below ground. See the Kirkland Plant List for additional standards.

95.52 Prohibited Vegetation

Plants listed as prohibited in the Kirkland Plant List shall not be planted in the City.

For landscaping not required under this chapter, this prohibition shall become effective on February 14, 2008. The City may require removal of prohibited vegetation if installed after this date. Residents and property-owners are encouraged to remove pre-existing prohibited vegetation whenever practicable.

95.55 Enforcement and Penalties

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

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

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

   For code enforcement provisions regarding street trees and trees located on City property see Kirkland Municipal Code Chapter 19.36.

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

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

5. Stop Work Order. If a violation of this chapter or an approved T~~t~~ree Retention ~~p~~Plan occurs on property on which work is taking place pursuant to a City of Kirkland development or building permit, the Building Official may suspend some or all of the work as appropriate through issuance of a stop work order. The Building Official shall remove the stop work order when the City determines that the violation has been corrected or when the City has reached an agreement with the violator regarding rectification of the violation. Any stop

work order issued under this section may be appealed using the procedures set forth in Chapter 21.06 KMC.

6. Civil Citation. The City's Code Enforcement Officer shall notify a person who violates this chapter by issuance of a civil citation. The civil citation shall be in writing, and issued by certified mail with return receipt requested, or by personal service. The civil citation shall contain the following:

   a. The name and address of the property owner or other person to whom the civil citation is directed;

   b. The street address or description sufficient for identification of the land upon which the violation has occurred or is occurring;

   c. A description of the violation and a reference to the provisions of this chapter that have been violated;

   d. A statement of the restoration action required to be taken to correct the violation as determined by the Planning Official;

   e. A statement of the civil penalty incurred for each violation;

   f. A statement that the person to whom the civil citation is issued must correct the violation through restoration described in subsection (8) of this section and may pay the civil penalty or may appeal the civil citation as provided in this section.

Note: Section 95.55 continues on page 636.23.

7. Civil Penalty.

   a. A person who fails to comply with the requirements of this chapter or the terms of a permit issued hereunder, who undertakes an activity regulated by this chapter without obtaining a permit, or fails to comply with a cease and desist or stop work order issued under this chapter shall also be subject to a civil penalty as set forth in Table 95.55.1. Each unlawfully removed or damaged tree shall constitute a separate violation.

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

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

Table 95.55.1 – Penalties

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

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

8. Tree Restoration.

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

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

1) The number of trees required to be planted is equal to the number of tree credits of illegally removed trees according to Table 95.~~35~~33.1.

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

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

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

9. Failure to Restore or Pay Fines.

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

b. Fines. A property owner or occupant who fails to restore or otherwise cure property on which a violation of this chapter has occurred shall be assessed a fine of $100.00 per day for each day that restoration is incomplete. Prior to assessing fines under this subsection, the City shall issue a written notice to the property owner or that restoration has not been completed. The notice shall include the following information: (1) a description of the nature of the violation; (2) a description of what actions are required to bring the property into compliance; and (3) a date by which compliance shall be required (the "compliance date"). The compliance date shall be no less than 30 days from the date the notice is served on the property owner or occupant. If the property owner or occupant does not, in the determination of the City, bring the property into compliance by the compliance date, then the City may issue an order imposing $100.00 per day fines at any time after the compliance date. The fines shall continue to accrue until the violation has been certified to be corrected by the Planning Department. The property owner or occupant may appeal the order imposing fines to the hearing examiner using the procedures set forth in subsection 10 of this section.

10. Appeal to Hearing Examiner.

a. A person to whom a civil citation or order imposing fines is directed may appeal the civil citation, including the determination that a violation exists or the amount of any monetary penalty imposed, to the Hearing Examiner.

b. A person may appeal the civil citation or order imposing fines by filing a written notice of appeal with the Department of Planning and Community Development within 14 calendar days of the date of service of the civil citation or order imposing fines.

c. Fines that accrue on a daily basis shall not be imposed while an appeal is pending unless the Hearing Examiner determines that the appeal is frivolous or imposed solely for the purpose of delay.

d. If both a civil citation and an order to cease and desist have been issued in the same case, and both the civil citation and the order to cease and desist have been appealed, the appeals shall be consolidated for hearing.

e. The office of the Hearing Examiner shall give notice of the hearing to the appellants at least 17 calendar days prior to the hearing.

f. The Hearing Examiner shall conduct a hearing on the appeal pursuant to the rules of procedure provided for in the Administrative Procedures Act (Chapter 34.05 RCW) and in accordance with any rules for hearings promulgated by the Hearing Examiner. The City

and the appellant may participate as parties in the hearing and each may call witnesses. The City shall have the burden of proof by a preponderance of the evidence that a violation has occurred.

11. Hearing Examiner Decision.

a. The Hearing Examiner shall determine whether the City has proven by a preponderance of the evidence that a violation has occurred and shall affirm, vacate, suspend, or modify the amount of any monetary penalty imposed by the civil citation, with or without written conditions.

b. In the event that the Hearing Examiner determines that a violation has occurred, the Hearing Examiner shall also consider the following in making his or her decision: (1) whether the appeal is frivolous or intended to delay compliance; (2) whether the appellant exercised reasonable and timely effort to comply with applicable development regulations; and (3) any other relevant factors.

c. The Hearing Examiner shall mail a copy of his or her decision to the appellant, by certified mail, postage prepaid, return receipt requested.

d. The decision of the Hearing Examiner may be reviewed in King County Superior Court using the standards set forth in RCW 36.70C.130. The land use petition must be filed within 21 calendar days of the issuance of the final land use decision by the Hearing Examiner (see Chapter 36.70C RCW for more information).

95.~~30~~ 57 City Forestry Account

1. Funding Sources. All civil penalties received under this chapter and all money received pursuant to KZC 95.33(3)(c) shall be used for the purposes set forth in this section. In addition, the following sources may be used for the purposes set forth in this section:

a. Agreed upon restoration payments imposed under KZC 95.55 or settlements in lieu of penalties;

b. Sale of trees or wood from City property where the proceeds from such sale have not been dedicated to another purpose;

c. Donations and grants for tree purposes;

d. Sale of seedlings by the City; and

e. Other monies allocated by the City Council.

2. Funding Purposes. The City shall use money received pursuant to this section for the following purposes:

a. Acquiring, maintaining, and preserving wooded areas within the City;

b. Planting and maintaining trees within the City;

~~c. Identification and maintenance of landmark trees;~~

~~d~~c. Establishment of a holding public tree nursery;

~~e~~d. Urban forestry education;

e. Implementation of a tree canopy monitoring program; or

f. Other purposes relating to trees as determined by the City Council.

REVISIONS TO KIRKLAND ZONING CODE

NEW CODE REFERENCES TO REVISED KZC CHAPTER 95

KZC 90.05 User Guide

These regulations apply to activities, work, and conditions in or near any stream, wetland, frequently flooded area, or lake in the City. These regulations add to and in some cases supersede other City regulations. Anyone interested in conducting any development activity on or near a wetland, stream, lake, or frequently flooded area; wishing to participate in the City's decision on a proposed development on or near any of these areas; or wishing to have a determination made as to the presence of one of these areas on his or her property, should read these regulations. See also KZC 95.23.5.d.3~~95.35(4)(d)~~, ~~Tree Plan Review Standards~~ – Trees in Critical Areas or Critical Area Buffers; and KZC ~~95.45(12)~~95.50.11, Installation Standards for Required Plantings – Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers.

90.45 Wetland Buffers and Setbacks

1. No land surface modification shall occur and no improvement may be located in a wetland or its buffer, except as provided in this section. See also KZC ~~95.35(4)(d)~~95.23(5)(d)(2), ~~Tree Plan Review Standards~~ – Trees in Critical Areas or Critical Area Buffers; and KZC ~~95.45(12)~~95.50(11), Installation Standards for Required Plantings – Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers. Required, or standard, buffers for wetlands are as follows:

90.65 Wetland Restoration

Planning Official approval is required prior to wetland restoration. The Planning Official may permit or require the applicant or property owner to restore and maintain a wetland and/or its buffer by removing material detrimental to the area, such as debris, sediment, or vegetation. The Planning Official may also permit or require the applicant to restore a wetland or its buffer through the addition of native plants and other habitat features. See also KZC 95.23(5)(d)(2)~~95.35(4)(d)~~, ~~Tree Plan Review Standards~~ – Trees in Critical Areas or Critical Area Buffers; and KZC 95.50(11)~~95.45(12)~~, Installation Standards for Required Plantings – Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers. Restoration may be required whenever a condition detrimental to water quality or habitat exists. When wetland restoration is required by the City, the requirements of KZC 90.55(4), Compensatory Mitigation, shall apply.

90.90 Stream Buffers and Setbacks

1. Stream Buffers – No land surface modification shall occur and no improvement may be located in a stream or its buffer, except as provided in this section. See also KZC 95.23(5)(d)(2)~~95.35(4)(d)~~, ~~Tree Plan Review Standards~~ – Trees in Critical Areas or Critical Area Buffers; and KZC 95.50(11)~~95.45(12)~~, Installation Standards for Required Plantings – Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers. Required, or standard, buffers for streams are as follows:

90.120 Stream Rehabilitation

Planning Official approval is required prior to stream rehabilitation. The Planning Official may permit or require the applicant or property owner to restore and maintain a stream and/or its buffer by removing material detrimental to the stream and its surrounding area such as debris, sediment, or vegetation. The Planning Official may also permit or require the applicant to restore a stream or its buffer through the addition of native plants and other habitat features. See also KZC 95.23(5)(d)(2)~~95.35(4)(d)~~, ~~Tree Plan Review Standards –~~Trees in Critical Areas or Critical Area Buffers; and KZC 95.50(11)~~95.45(12)~~, Installation Standards for Required Plantings – Mitigation and Restoration Plantings in Critical Areas and Critical Area Buffers. Restoration may be required at any time that a condition detrimental to water quality or habitat exists. When stream rehabilitation is required by the City, the mitigation plan and monitoring requirements of KZC 90.55(4), shall apply.

KZC 92.10.3. Building Placement In RHBD and TLN

a. Building Location Featuring Pedestrian-Oriented Facades in RHBD and TLN Zones – Buildings may be located adjacent to the sidewalk of any street (except west of 124th Avenue NE), if they contain a pedestrian-oriented facade along that street frontage pursuant to the standards in subsection (2) of this section. As part of the Design Review process, required yards, setbacks or other development standards may be modified along the street frontage. Buildings not featuring a pedestrian-oriented facade along a street must provide a building setback of at least 10 feet from any public street (except areas used for pedestrian or vehicular access) landscaped with a combination of trees, shrubs, and groundcover per the requirements of supplemental landscape standards of KZC ~~95.40(5)(b)~~95.41.2.

KZC 92.103.f. RHBD East End – Rear Yard Building Placement – Pursuant to KZC 95.40 through KZC 95.45, in most cases, commercial uses shall install a required landscaped buffer adjacent to single-family properties. By requesting a modification to these provisions, the property owners may negotiate an agreement to reduce the landscape buffer/setback in a way that can benefit both parties.

Where buildings are sited towards the rear of the property, the applicant must utilize one of the following standards to minimize impacts to adjacent residential areas (see Figure 92.10.C and options below):

1) Meet the required landscape buffer pursuant to KZC ~~95.40~~95.42.

KZC 92.35 Building Material, Color and Detail

e. Trellises or arbors having an area of at least 100 square feet and planted consistent with the requirements of KZC ~~95.40(5)~~95.41 to achieve at least 30 percent coverage of the trellis or arbor with plant material within three years.

KZC 78.35.2.e. Required Landscaping. The requirements of Chapter 95 KZC apply. An SCTF shall satisfy the requirements of Landscape Category A pursuant to KZC ~~95.40(4)~~95.42, except that if an SCTF is proposed adjoining a commercial or industrial use or zone, the SCTF must comply with KZC ~~95.40(5)~~95.41 Supplemental Plantings and ~~(6)(b)~~95.42.2 (Buffering

Standard 2). The landscape buffers shall be placed between the property line and the solid screening fence.

KZC 113.25

Tree Retention	The Tree Retention Plan Standards contained in KZC ~~95.35~~95.30 ~~for Tree Plan III~~ shall apply to development approved under this chapter.

KZC 162.35.6 <u>Nonconforming Landscaping, Buffers and Paving</u>

a. See KZC ~~95.40~~95.47 for nonconforming landscaping and buffering requirements.

KZC 115.105.2.d. <u>Exceptions to Outdoor Use, Activity or Storage</u> – The following outdoor uses and activities, when located in commercial and industrial zones, are exempt from the requirements of this section as stated below:

1) Exceptions to subsections (2)(c)(1) through (5) of this section; provided, that a temporary certificate of occupancy from the Building Department is obtained:

a) Outdoor Christmas tree lots and fireworks stands if these uses will not exceed 30 days.

b) Outdoor amusement rides, carnivals and circuses, and parking lot sales which are ancillary to the indoor sale of the same goods and services if these uses will not exceed seven days.

2) See KZC ~~95.40~~95.43 for exceptions to subsections (2)(c)(1) and (2)(c)(2) of this section.

CITY OF KIRKLAND

123 FIFTH AVENUE KIRKLAND, WASHINGTON 98033-6189 (425) 828-1257

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT MEMORANDUM

To: Interpretation File 91-3

From: Joseph W. Tovar

Date: July 24, 1991

Subject: KZC 95.40 – BONDS – ESTABLISHMENT OF TWO-YEAR MAINTENANCE AGREEMENT FOR ON-SITE LANDSCAPING

95.50

KZC ~~95.40~~ gives the City the authority to require a bond pursuant to Chapter 175 KZC to ensure compliance with any aspect of the landscaping chapter. The City has been requiring two year landscape maintenance securities to cover required landscaping for all new development. Planners have found that few landscape maintenance securities are called in, and that the paperwork to establish them is substantial. In an effort to streamline permit processing, provide more timely service, and still comply with the code and ensure maintenance of landscaping, a new way of achieving compliance has been developed.

When a project nears occupancy, the applicant and property owner will be required to sign a "Two-Year Landscape Maintenance Agreement – On-Site Landscaping" which will be recorded with King County. An as-built landscape plan will still be required and a site visit will still be performed by the planner prior to releasing the certificate of occupancy. At the end of two years, the planner will again visit the site to determine whether the landscaping has been adequately maintained. If not, and if the planner has difficulty obtaining voluntary compliance, then the case will be subject to civil penalties as authorized by Chapter 170 KZC.

95.50

Therefore, it is my interpretation that applicants can achieve compliance with KZC ~~95.40~~ by submitting a properly signed and notarized "Two-Year Landscape Maintenance Agreement – On-Site Landscaping" prior to occupancy rather than bonds.

Zone JBD-1

USE ZONE CHART

Section 52.12	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.010	Vehicle Service Station. See Special Regulation 1.	D.R., Chapter 142 KZC.	22,500 sq. ft.	0′ See Special Regulation 2.	0′	0′	80%	30′ above average building elevation.	A	E	See KZC 105.25.	1. May not be more than two vehicle service stations at any intersection. 2. Gas pump islands must be setback at least 20 feet from all property lines. Canopies and covers over gas pump islands may not be closer than 10 feet to any property line. See KZC 115.105, Outdoor Use, Activity and Storage, for further regulations.
.020	Automotive Service Center See Special Regulation 1.		None	0′	0′	0′					1 per each 250 sq. ft. of gross floor area. See Spec. Reg. 3.	1. This use specifically excludes new or used vehicle sales or rentals. 2. No openings (i.e., doors, windows which open, etc.) shall be permitted in any facade of the building adjoining a residential use. Windows are permitted if they are triple-paned and unable to be opened. 3. Ten (10) percent of the required parking spaces on site must have a minimum dimension of 10 feet wide by 30 feet long for motor home/travel trailer use. 4. Storage of used parts and tires must be conducted entirely within an enclosed structure. See also the section in Chapter 115 entitled "Outdoor Use, Activity and Storage" for additional regulations. 95.45 5. Prior to occupancy of the structure, documentation must be provided and stamped by a licensed professional verifying that the expected noise to be emanating from the site adjoining to any residential use complies with the standards set forth in WAC 173-60-040(1) for a Class B source property and a Class A receiving property.
.030	Retail Establishment providing boat sales, service, or repair. See Special Regulation 1.										See KZC 105.25.	1. Boat rental and used boat sales are allowed as part of this use. 2. Storage of parts must be conducted entirely within an enclosed structure. 3. Outdoor boat parking and storage areas must be buffered as required for a parking area per design regulations, ~~KZC 95.40(7).~~ See also KZC 115.105, Outdoor Activity and Storage, for further regulations.
.040	Restaurant or Tavern								D		1 per each 100 sq. ft. of gross floor area.	1. For restaurants with drive-in or drive through facilities: a. These facilities are permitted only if they do not compromise the pedestrian orientation of the development. The location and specific design of the facilities require Planning Official approval. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served. c. One outdoor waste receptacle shall be provided for every eight parking stalls. d. Landscape Category B shall apply.

ATTACHMENT B
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Zone JBD-2

USE ZONE CHART

Section 52.17	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.010	Vehicle Service Station See Spec. Reg. 1.	D.R., Chapter 142 KZC.	22,500 sq. ft.	0′ See Spec. Reg. 2.	0′	0′	80%	26′ above average building elevation.	A	E	See KZC 105.25.	1. May not be more than two vehicle service stations at any intersection. 2. Gas pump islands must be setback at least 20 feet from all property lines. Canopies and covers over gas pump islands may not be closer than 10 feet to any property line. See KZC 115.105, Outdoor Use, Activity and Storage, for further regulations.
.020	Automotive Service Center See Spec. Reg. 1.		None	0′	0′	0′					1 per each 250 sq. ft. of gross floor area. See Spec. Reg. 3.	1. This use specifically excludes new or used automobile sales or rentals. 2. No openings (i.e., doors, windows which open, etc.) shall be permitted in any facade of the building adjoining a residential use. Windows are permitted if they are triple-paned and unable to be opened. 3. Ten percent of the required parking spaces on site must have a minimum dimension of 10-feet wide by 30-feet long for motor home/travel trailer use. 4. Storage of used parts and tires must be conducted entirely within an enclosed structure. See also the section in Chapter 115 entitled "Outdoor Use, Activity and Storage" for additional regulations. 95.45 5. Prior to occupancy of the structure, documentation must be provided and stamped by a licensed professional verifying that the expected noise to be emanating from the site adjoining to any residential use complies with the standards set forth in WAC 173-60-040(1) for a Class B source property and a Class A receiving property.
.030	Retail Establishment providing boat sales, service, or repair. See Spec. Reg. 1.										See KZC 105.25.	1. Boat rental and used boat sales are allowed as part of this use. 2. Storage of parts must be conducted entirely within an enclosed structure. 3. Outdoor boat parking and storage areas must be buffered as required for a parking area per design regulations, KZC ~~95.40(7).~~ See also KZC 115.105, Outdoor Activity and Storage, for further regulations.
.040	Restaurant or Tavern								D		1 per each 100 sq. ft. of gross floor area.	1. For restaurants with drive-in or drive-through facilities: a. One outdoor waste receptacle shall be provided for every eight parking stalls. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served. c. Landscape Category B shall apply.
.060	A Retail Establishment providing entertainment, recreational, or cultural activities										See KZC 105.25.	

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Zone JBD-4

USE ZONE CHART

Section 52.27	USE ⇩ REGULATIONS ⇨	DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
		Required Review Process	MINIMUMS				MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage	Height of Structure				
				Front	Side	Rear						
.010	Retail Establishment providing boat sales, service, or repair. See Spec. Reg. 1.	D.R., Chapter 142 KZC.	None	0′	0′	0′	80%	26′ above average building elevation.	A	E	See KZC 105.25.	1. Boat rental and used boat sales are allowed as part of this use. 2. Storage of parts must be conducted entirely within an enclosed structure. 3. Outdoor boat parking and storage areas must be buffered as required for a parking area per design regulations, KZC ~~95.40(7).~~ 95.45 See also KZC 115.105, Outdoor Activity and Storage, for further regulations.
.020	Restaurant or Tavern								C		1 per each 100 sq. ft. of gross floor area.	1. Drive-in or drive-through facilities are prohibited.
.040	A Retail Establishment providing entertainment, recreational, or cultural activities										See KZC 105.25.	

O-4238
ATTACHMENT B

Zone LIT

USE ZONE CHART

Section 48.15	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	MAXIMUMS: Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.150	Recycling Center	Within the NE 85th Street Subarea, D.R., Chapter 142 KZC. Otherwise, none.	None	20′	0′	0′	80%	If adjoining a low density zone other than RSX, then 25′ above average building elevation. Otherwise, 35′ above average building elevation with a maximum of two stories, exclusive of parking levels.	A	C	See KZC 105.25.	1. May deal in metal cans, glass, and paper. Other materials may be recycled if the Planning Director determines that the impacts are no greater than those associated with recycling metal cans, glass, or paper. The individual will have the burden of proof in demonstrating similar impacts.
.160	Public Utility								C See Spec. Reg. 1.	B		1. Landscape Category A or B may be required depending on the type of use on the subject property and the impacts associated with the use on the nearby uses.
.170	Government Facility Community Facility											
.180	Hazardous Waste Treatment and Storage Facilities	Within the NE 85th Street Subarea, D.R., Chapter 142 KZC. Otherwise, none.	None	30′	0′	0′	90%	35′ above average building elevation with a maximum of two stories, exclusive of parking levels. See Spec. Reg. 2.	A	C	1 per each 1,000 sq. ft. of gross floor area.	1. Must comply with the state siting criteria adopted in accordance with RCW 70.105.210. 2. Structure height may be increased above 35 feet in height through a Process IIA, Chapter 150 KZC, if: a. It will not block local or territorial views designated in the Comprehensive Plan; and b. The increased height is not specifically inconsistent with the applicable neighborhood plan provisions of the Comprehensive Plan; and c. The need for an increase in height is directly related to the hazardous waste treatment and/or storage activity; and d. The required yard of any portion of the structure may be increased up to a maximum [illegible] portion of the structure exce[illegible] ing elevation. The need for additional setback yards will be determined as part of the review of any request to increase structure height.
.190	Vehicle or Boat Repair, Services, Storage, or Washing			20′			80%	If adjoining a low density zone other than RSX, then 25′ above average building elevation. Otherwise, 35′ above average building elevation with a maximum of two stories, exclusive of parking levels.		E	See KZC 105.25.	1. Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in ~~KZC 95.40(6) and (7)~~ 95.40 through 95.45, landscaping regulations. 2. Access from drive-through facilities must be approved by the Public Works Department. Drive-through facilities must be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.

ATTACHMENT B
O-4238

Zone RH 1A

USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 53.06	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	S (See also General Regulations)
.010	Vehicle Service Station	D.R., Chapter 142 KZC.	22,500 sq. ft.	20′ See Spec. Reg. 1.	15′ on each side.	15′	80%	67′ above average building	A	E	See KZC 105.25.	1. Gas pump islands must be set back at least 20 feet from all property lines. Canopies or covers over gas pump islands may not be closer than 10 feet to any property line. Outdoor parking and service areas may not be closer than 10 feet to any property line. 2. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.020	Automotive Service Center See Spec. Reg. 1.		None	10′	0′	0′					1 per each 250 sq. ft. of gross floor area. See Spec. Reg. 1.	1. Ten (10) percent of the required parking spaces on site must have a minimum dimension of 10 feet wide by 30 feet long for motor home/travel trailer use. 2. Parts and tires must be stored entirely within an enclosed structure. 3. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.030	Restaurant or Tavern								B		1 per each 100 sq. ft. of gross floor area.	1. For restaurants with drive-in or drive-through facilities: a. One outdoor waste receptacle shall be provided for every eight parking stalls. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.
.040	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods or providing services, including banking and related financial services										1 per each 300 sq. ft. of gross floor area.	1. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if: a. The assembled or manufactured goods are directly related to and are dependent upon this use, and are available for purchase and removal from the premises. b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other retail uses. 2. A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than area of the use; and City that the floor plan is designed to preclude the seating area from being expanded. 3. For a retail establishment involving the sale, lease, repair or service of automobiles, trucks, boats, motorcycles, recreational vehicles, heavy equipment, and similar vehicles, the following shall apply: a. For the number of required parking stalls see KZC 105.25. b. Parts must be stored entirely within an enclosed structure. c. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.

95.40 through 95.45

95.40 through 95.45

95.40 through 95.45

ATTACHMENT B
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Zone RH 1B

USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 53.12	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.010	Vehicle Service Station See Spec. Regs. 1 and 2.	D.R., Chapter 142 KZC.	22,500 sq. ft.	20'	15'	15'	80%	20' above average building elevation.	A	E See Spec. Reg. 6.	See KZC 105.25.	95.40 through 95.45 h of NE 90th Street as an accessory use to a commercial use located in RH 1A and limited to sale of fuel. Vehicle service, repair, or the sale or installation of lubricants, tires, batteries or other similar accessories is prohibited. 2. Hours of operation and truck deliveries are limited to 8:00 a.m. to 9:00 p.m. 3. Gas pump islands must be located at least 20 feet from all property lines. 4. See ~~KZC 95.40(6) and (7)~~, required landscaping, for additional regulations. 5. The following improvements must be installed: a. Half street improvements including vertical curb, five-foot-wide sidewalk and 4.5-foot-wide landscape strip planted with street trees adjacent to the curb in the following locations: i. Along the south side of NE 90th Street between 120th Avenue NE and the existing sidewalk west of 122nd Avenue NE. ii. Along the south side of NE 90th Street between 122nd Avenue and 123rd Lane NE. iii. Along the east side of 120th Avenue NE between NE 90th Street and the existing sidewalk to the south. b. Crosswalk markings at the intersection of NE 90th Street and 122nd Avenue NE. Minor deviations may be approved by the Public Works Director. If improvements will result in impacts to adjacent wetlands, they must comply with Chapter 90 KZC, Drainage Basins, requirements. c. Basic water quality treatment for the surface water discharge from all the parking lots that serve the commercial use located in RH 1A. The treatment shall meet the specifications of the 1998 King County Surface Water Design Manual, or equivalent approved by the Public Works Department. d. A pedestrian pathway shall be developed and maintained between NE 90th Street and Slater Avenue NE. 6. Internally illuminated signs are prohibited on the north and east sides of gas pump islands or canopies.
.020	Accessory parking for retail uses located in the RH 1A zone		None	10' Otherwise 20' adjoining a residential zone	10' on each side	10'		35' above average building elevation.	B	D	N/A	1. No retail floor area shall be permitted for this use.

ATTACHMENT B
O-4238

Section 53.24 — Zone RH 2A, 2B, 2C — USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 53.24	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.010	Vehicle Service Station See Spec. Regs. 1 and 2.	D.R., Chapter 142 KZC.	22,500 sq. ft.	20′ See Spec. Reg. 2.	0′ See Spec. Reg. 2.	0′ See Spec. Reg. 2.	80%	35′ above average building elevation.	A	E	See KZC 105.25.	1. This use is permitted only in RH 2A. 2. Gas pump islands must be set back a minimum of 20 feet from all property lines. Canopies or covers over gas pump islands may not be closer than 10 feet to any property line. Outdoor parking and service areas may not be closer than 10 feet to any property line. 3. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.020	Automotive Service Center See Spec. Reg. 1.		None	10′ adjacent to NE 85th St., otherwise 20′.	0′	0′	In RH 2A and RH 2B: 80% In RH 2C: 70%	In RH 2B: 55′ above average building elevation. In RH 2A: 67′ above average building elevation.			1 per each 250 sq. ft. of gross floor area. See Spec. Reg. 2.	1. This use is permitted only in RH 2A. 2. Ten percent of the required parking spaces on site must have a minimum dimension of 10 feet wide by 30 feet long for motor home/travel trailer use. 3. Parts and tires must be stored entirely within an enclosed structure. 4. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.030	Restaurant or Tavern										1 per each 100 sq. ft. of gross floor area.	1. This use is permitted in RH 2B only if developed in conjunction with the RH 2A zone. 2. This use is not permitted in RH 2C. 3. For restaurants with drive-in or drive-through facilities: a. One outdoor waste receptacle shall be provided for every eight parking stalls. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.
.040	A Retail Establishment providing entertainment, recreational or cultural activities										See KZC 105.25.	1. This use is permitted in RH 2B only if developed in conjunction with the RH 2A zone. 2. This use is not permitted in RH 2C.

95.40 through 95.45

95.40 through 95.45

O-4238
ATTACHMENT B

Zone
RH 2A, 2B, 2C

USE ZONE CHART

Section 53.24	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.050	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods, or providing services including banking and related financial services	D.R., Chapter 142 KZC.	None	10′ adjacent to NE 85th St., otherwise 20′.	0′	0′	In RH 2A and RH 2B: 80% In RH 2C: 70%	In RH 2C: 35′ above average building elevation. In RH 2B: 55′ above average building elevation. In RH 2A: 67′ above average building elevation.	A	E	1 per each 300 sq. ft. of gross floor area. See Spec. Reg. 2.	1. This use is permitted in RH 2B only if developed in conjunction with the RH 2A zone. No retail uses are permitted in RH 2C unless the use is a retail establishment providing the sale, lease, service or repair of automobiles, trucks, boats, motorcycles, recreational vehi- 95.40 through 95.45 vehicles also located in the RH 2A 2. For a retail establishment involving the sale, lease, repair or service of automobiles, trucks, boats, motorcycles, recreational vehicles, heavy equipment, and similar vehicles, the following shall apply: a. For the number of required parking stalls see KZC 105.25. b. Parts must be stored entirely within an enclosed structure. c. See KZC ~~95.40(6) and(7)~~, required landscaping, for further regulations. d. The landscape buffer requirements of Chapter 95 KZC shall apply adjacent to 118th Avenue NE. 3. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if: a. The assembled or manufactured goods are directly related to and are dependent on this use, and are available for purchase and removal from the premises. b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other retail uses. 4. A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than 10 percent of the gross floor area of the use; and b. It can be demonstrated to the City that the floor plan is designed to preclude the seating area from being expanded.

O-4238
ATTACHMENT B

Section 53.34 — Zone RH 3 — USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 53.34	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (General Regulations)
.020	Vehicle Service Station	D.R., Chapter 142 KZC.	Less than 6 acres.	20′	0′	0′	80%	35′ above average building elevation.	A	E	See KZC 105.25.	1. Gas pump islands must be set back at least 20 feet from all property lines. Canopies or covers over gas pump islands may not be closer than 10 feet to any property line. Outdoor parking and service areas may not be closer than 10 feet to any property line. 2. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.030	Automotive Service Center See Spec. Reg. 1.			10′	0′	0′					1 per each 250 sq. ft. of gross floor area. See Spec. Reg. 1.	1. Ten percent of the required parking spaces on site must have a minimum dimension of 10 feet wide by 30 feet long for motor home/travel trailer use. 2. Parts and tires must be stored entirely within an enclosed structure. 3. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.040	Restaurant or Tavern										1 per each 100 sq. ft. of gross floor area.	1. For restaurants with drive-in or drive-through facilities: a. One outdoor waste receptacle shall be provided for every eight parking stalls. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.
.050	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods or providing services, including banking and related financial services.								B		1 per each 300 sq. ft. of gross floor area.	1. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if: a. The assembled or manufactured goods are directly related to and are dependent upon this use, and are available for purchase and removal from the premises. b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other retail uses. 2. A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than 10 percent of the gross floor area of the use; and b. It can be demonstrated to the City that the floor plan is designed to preclude the seating area from being expanded. REGULATIONS CONTINUED ON NEXT PAGE

95.40 through 95.45

95.40 through 95.45

ATTACHMENT B O-4238

Zone RH 3

USE ZONE CHART

Section 53.34	USE ⇩ REGULATIONS ⇨	DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
		Required Review Process	MINIMUMS				MAXIMUMS		Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
			Lot Size	REQUIRED YARDS (See Ch. 115)			Lot Coverage	Height of Structure				
				Front	Side	Rear						
.050	Any Retail Establishment other than those specifically listed, limited or prohibited in this zone, selling goods or providing services, including banking and related financial services. (continued)											95.40 through 95.45 NUED FROM PREVIOUS PAGE 3. For a retail establishment involving the sale, lease, repair or service of automobiles, trucks, boats, motorcycles, recreational vehicles, heavy equipment, and similar vehicles, the following shall apply: a. For the number of required parking stalls see KZC 105.25. b. Parts must be stored entirely within an enclosed structure. c. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.060	Hotel or Motel	D.R., Chapter 142 KZC.	Less than 6 acres.	10′	0′	0′	80%	35′ above average building elevation.	B	E	1 per each room. See also Spec. Reg. 2.	1. May include ancillary meeting and convention facilities. 2. Excludes parking requirements for ancillary meeting and convention facilities. Additional parking requirement for these ancillary uses shall be determined on a case-by-case basis.
.070	A Retail Establishment providing entertainment, recreational or cultural activities										See KZC 105.25.	

O-4238
ATTACHMENT B

Section 53.54 — Zone RH 5A, 5B — USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 53.54	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.010	Vehicle Service Station See Spec. Regs. 1 and 2.	D.R., Chapter 142 KZC.	22,500 sq. ft.	20′ See Spec. Reg. 4.	15′ See Spec. Reg. 4.	15′ See Spec. Reg. 4.	80%	If adjoining an RS or RSX zone, then 30′ above average building elevation. Otherwise, 35′ above average building elevation.	A	E	See KZC 105.25.	95.40 through 95.45 he subject property abuts NE 85th Street. he RH 5B zone. 3. May not be more than two vehicle service stations at any intersection. 4. Gas pump islands must be set back at least 20 feet from all property lines. Canopies or covers over gas pump islands may not be closer than 10 feet to any property line. Outdoor parking and service areas may not be closer than 10 feet to any property line. 5. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.020	Automotive Service Center See Spec. Reg. 1.		None	10′ adjacent to NE 85th St., otherwise 20′.	0′	15′					sq. ft. of gross floor area. See Spec. Reg. 4.	95.40 through 95.45 1. This use is not permitted in the RH 5B zone. 2. This use specifically excludes a retail establishment involving the sale, lease, repair or service of automobiles, trucks, boats, motorcycles, recreational vehicles, heavy equipment, and similar vehicles. 3. No openings (i.e., doors, windows which open, etc.) shall be permitted in any facade of a building adjoining any residential zone. Windows are permitted if they are triple-paned and unable to be opened. 4. Ten percent of the required parking spaces on site must have a minimum dimension of 10 feet wide by 30 feet long for motor home/travel trailer use. 5. Parts and tires must be stored entirely within an enclosed structure. 6. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.030	A Retail Establishment providing entertainment, recreational or cultural activities										See KZC 105.25.	
.040	Restaurant or Tavern See Spec. Regs. 1 and 2.										1 per each 100 sq. ft. of gross floor area.	1. Taverns and restaurants with drive-in or drive-through facilities are not permitted uses in an RH 5B zone. 2. For restaurants with drive-in or drive-through facilities: a. One outdoor waste receptacle shall be provided for every eight parking stalls. b. Access for drive-through facilities shall be approved by the Public Works Department. Drive-through facilities shall be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.

ATTACHMENT B
O-4238

Zone RH 5A, 5B

USE ZONE CHART

Section 53.54	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARDS (See Ch. 115): Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
		DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS										
.050	Any Retail Establishment other than those specifically listed in this zone, selling goods or providing services, including banking and related financial services	D.R., Chapter 142 KZC.	None	10′ adjacent to NE 85th St., otherwise 20′.	0′	15′	80%	If adjoining an RS or RSX zone, then 30′ above average building elevation. Otherwise, 35′ above average building elevation.	A	E	1 per each 300 sq. ft. of gross floor area.	1. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if: a. The assembled or manufactured goods are directly related to and are dependent upon this use, and are available for purchase and removal from the premises. b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other retail uses. 2. A delicatessen, bakery, or other similar use may include, as part of the use, accessory seating if: a. The seating and associated circulation area does not exceed more than 10 percent of the gross floor area of the use; and b. It can be demonstrated to the City that the floor plan is designed to preclude the seating area from being expanded. 3. 95.40 through 95.45 ng the sale, service or rental of motor , or recreation trailers, the following shall apply: a. This use is not permitted in the RH 5B zone; provided, that motorcycle sales, service, or rental is permitted if conducted indoors. b. For the number of required parking stalls see KZC 105.25. c. Parts must be stored entirely within an enclosed structure. d. See KZC ~~95.40(6) and (7)~~, required landscaping, for further regulations.
.060	Office Use								B	D	If a medical, dental or veterinary office, then 1 per each 200 sq. ft. of gross floor area. Otherwise, 1 per each 300 sq. ft. of gross floor area.	1. The following regulations apply to veterinary offices only: a. May only treat small animals on the subject property. b. Outside runs and other outside facilities for the animals are not permitted. 2. Ancillary assembly and manufacture of goods on the premises of this use are permitted only if: a. The ancillary assembled or manufactured goods are subordinate to and dependent on this use. b. The outward appearance and impacts of this use with ancillary assembly or manufacturing activities must be no different from other office uses.

ATTACHMENT B
O-4238

Zone TL 9A

USE ZONE CHART

DIRECTIONS: FIRST, read down to find use...THEN, across for REGULATIONS

Section 55.61	USE ⇩ / REGULATIONS ⇨	Required Review Process	MINIMUMS: Lot Size	MINIMUMS: REQUIRED YARD (See Ch. 115) Front	Side	Rear	MAXIMUMS: Lot Coverage	Height of Structure	Landscape Category (See Ch. 95)	Sign Category (See Ch. 100)	Required Parking Spaces (See Ch. 105)	Special Regulations (See also General Regulations)
.140	Mini-Day-Care See Spec. Reg. 1.	None	None	20'	0'	0'	80%	35' above average building elevation.	D	B	See KZC 105.25.	1. This use is permitted if accessory to a primary use, and: a. It will not exceed 20 percent of the gross floor area of the building; b. The use is integrated into the design of the building. 2. A six-foot-high fence is required along the property lines adjacent to the outside play areas. 3. To reduce impacts on nearby residential uses, hours of operation of the use may be limited and parking and passenger loading areas relocated. 4. Structured play areas must be set back from all property lines by five feet. 5. An on-site passenger loading area may be required depending on the number of attendees and the extent of the abutting right-of-way improvements. 6. The location of parking and passenger loading areas shall be designed to reduce impacts on nearby residential uses. 7. May include accessory living facilities for staff persons. 8. These uses are subject to the requirements established by the Department of Social and Health Services (WAC Title 388).
.150	Recycling Center								A	C		1. May deal in metal cans, glass, and paper. Other materials may be recycled if the Planning Director determines that the impacts are no greater than those associated with recycling metal cans, glass, or paper. The individual will have the burden of proof in demonstrating similar impacts.
.160	Public Utility								C See Spec. Reg. 1.	B		1. Landscape Category 95.40 through 95.45 ng on the type of use on the subject property and the impacts associated with the use on the nearby uses.
.170	Government Facility Community Facility											
.180	Vehicle or Boat Repair, Services, Storage, or Washing								A	E		1. Outdoor vehicle or boat parking or storage areas must be buffered as required for a parking area in KZC ~~95.40(6) and (7)~~, landscaping regulations. 2. Access from drive-through facilities must be approved by the Public Works Department. Drive-through facilities must be designed so that vehicles will not block traffic in the right-of-way while waiting in line to be served.
.190	Public Park	Development standards will be determined on case-by-case basis. See Chapter 49 KZC for required review process.										

ATTACHMENT B
O-4238

(Revised 3/09)

PUBLICATION SUMMARY
OF ORDINANCE NO. 4238

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO ZONING AND LAND USE AMENDING CITY REGULATIONS RELATING TO TREES, REPEALING ORDINANCE 4226, AMENDING ORDINANCE 3719 AS AMENDED, THE KIRKLAND ZONING ORDINANCE AND APPROVING A SUMMARY ORDINANCE FOR PUBLICATION, FILE NO. ZON08-00016.

SECTION 1. Repeals Ordinance 4226.

SECTION 2. Provides that Kirkland Zoning Code Chapter 95 relating to tree management and required landscaping is amended in various respects, and that the amendments are attached to the Ordinance as Attachments A and B.

SECTION 3. Provides a severability clause for the Ordinance.

SECTION 4. Provides that the Ordinance may be subject to the disapproval jurisdiction of the Houghton Community Council.

SECTION 5. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as April 1, 2010.

SECTION 6. Provides that the City Clerk shall send a certified copy of the Ordinance to the King County Department of Assessments.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the _____ day of _____, 2010.

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

_____
City Clerk

Council Meeting: 03/02/2010
Agenda: Other Business
Item #: 8. h. (3).

CITY OF KIRKLAND
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: City Council

From: Joan McBride, Mayor

Date: February 23, 2010

Subject: Interim City Manager

RECOMMENDATION:

The Council passes the attached resolution to appoint Assistant City Manager Marilynne Beard to serve as Interim City Manager.

BACKGROUND DISCUSSION:

Following his announced retirement, City Manager David Ramsay's final day with the City will be April 2, 2010. While the City Council has started a City Manager recruitment process, the process will not be completed until later in 2010. Assistant City Manager Marilynne Beard is capable and willing to serve as Interim City Manager until a new City Manager is selected. The attached resolution would make the appointment.

RESOLUTION R-4806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPOINTING MARILYNNE BEARD AS THE INTERIM CITY MANAGER FOR THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland is a council-manager city organized pursuant to Chapter 35A.13 Revised Code of Washington required to have a City Manager; and

WHEREAS, the current City Manager is resigning effective April 2, 2010, and the selection process for the new City Manager will not be completed by that date; and

WHEREAS, 35A.13.150 allows for the appointment of a substitute City Manager pending the selection and appointment of a new manager; and

WHEREAS, Marilynne Beard is willing to perform as the Interim City Manager until a new City Manager is selected and appointed; and

WHEREAS, the Council finds that Marilynne Beard is qualified and able to perform these duties,

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

Section 1. The Kirkland City Council hereby appoints Marilynne Beard as the Interim City Manager for the City of Kirkland until relieved from those duties by the selection and appointment of a City Manager.

Section 2. The requirement that the City Manager must be a resident of the City is hereby waived for Marilynne Beard as allowed by RCW 35A.13.050.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2010.

Signed in authentication thereof this ____ day of _____, 2010.

_____
MAYOR

Attest:

_____
City Clerk

CITY OF KIRKLAND
Information Technology Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3050
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Brenda Cooper, Chief Information Officer

Date: 02/23/2010

Subject: Letter of Support for Broadband Technologies Opportunities Grant

RECOMMENDATION

City Council sign the attached memo supporting Bellevue's application for a Broadband Technologies Opportunities Program grant from the National Telecommunications and Infrastructure Agency.

BACKGROUND DISCUSSION

Bellevue is applying on behalf of our regional fiber consortium, which includes multiple cities, schools, and hospitals. The Kirkland-based partners include Evergreen Hospital and Lake Washington School District. The Consortium as a whole has grown to include cities as far south as Auburn and Kent and to also include Seattle in a few of our projects. We received a public-safety grant last year to help with the southward extension of the network.

This grant request is directed primarily at both extending the network and at providing more direct services to the public through partnerships with private agencies.

March 3, 2010 **D R A F T**

Broadband Technology Opportunities Program
National Telecommunications and Information Administration
c/o David Kerr
City of Bellevue IT Department
PO Box 90012
Bellevue, WA 98004

Dear Grant Administrator:

We in the City of Kirkland request your support for the City of Bellevue's application for funding as part of the Broadband Technology Opportunities Program.

The City of Kirkland and our local Lake Washington School District, the University of Washington, and the City of Bellevue actually started the regional fiber system nearly a decade ago. We're very happy to see that it has continued to grow and to be successful in obtaining funding as it has extended southward and included other key players.

The further extension of this project that the consortium is asking for now would help us enhance community safety by developing better backup and recovery for our multiple regional dispatch centers in the area, help us provide direct connections among and between cities to support our successful regional eCityGov Alliance applications (see www.ecitygov.net), help us enhance our intelligent transportation systems, and provide economic development opportunities.

Specifically to Kirkland, part of this grant request is to help build a small section of fiber to connect our fiber into a ring which would make it much more likely to survive a cut. Also specific to Kirkland, we believe having this grant approved would help us provide wireless service to more citizens. We currently provide a free wireless program in our downtown which we get a significant number of thank you letters and emails about, and we would like to see this extended to other parks and business districts.

Thank you for your consideration.

Sincerely,
Kirkland City Council

by Joan McBride, Mayor

Council Meeting: 03/02/2010
Agenda: Other Business
Item #: 8. h. (5).

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

MEMORANDUM

To: David Ramsay, City Manager

From: Barry Scott, Purchasing Agent

Date: February 17, 2010

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF MARCH 2, 2010

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, 2010, are as follows:

	Project	Process	Estimate/Price	Status
1.	Park Lane Phase 1 Improvements	Small Works Roster	$80,000-$95,000	Notice issued on 2/12. Bids due on 3/2.

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

Council Meeting: 03/02/2010
Agenda: Unfinished Business
Item #: 10. a.

CITY OF KIRKLAND
Police Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3400
www.ci.kirkland.wa.us

MEMORANDUM

To: Dave Ramsay, City Manager

From: Lieutenant Mike Murray
Ray Steiger, P.E. Interim Public Works Director
Dave Godfrey, P.E., Transportation Engineering Manager

Date: February 18, 2010

Subject: Pedestrian Safety Update

RECOMMENDATION
It is recommended that Council receive this report and direct staff to take further actions as necessary.

BACKGROUND
This memo has two parts. The first part is a description of a car/pedestrian collision that occurred on January 27 and the second part is a discussion of Kirkland's pedestrian safety efforts.

Collision

Figure 1 Pedestrian crossing 12600 block of 100th Avenue NE, looking north.

The collision occurred on January 27, 2010 at 1:30 PM. The weather was clear and cool and the visibility was good. Traffic flow was considered normal for this time of day and there were no negative condition factors related to this collision. This crosswalk is marked and supplemented by overhead signage and lighting, street level signage, landscaped medians, advance stop bars, pedestrian flags and flashing indicators in the roadway. (See Figure 1) The line of sight at this crosswalk is over a ¼ mile in both directions.

Two (2) female pedestrians, ages 16 and 2, were crossing 100th AVE NE from west to east in the approximate 12600 block. (See Figure 2) Witnesses in vehicles traveling north bound on 100th AVE stated that they saw the lighted crosswalk markers flashing, so they slowed and stopped at the crosswalk when they also observed the pedestrians in the crosswalk to their left. As the girls stepped from the south bound inside lane and into the south bound curb lane of this crosswalk a south bound vehicle in the curb lane struck both of them. The 16 year old was thrown onto the hood and windshield of the vehicle before falling back to the roadway to the left of this vehicle, approx 10 to 15 feet away. The 2 year old girl was knocked to the right of this vehicle, landing near the curb, approx 15 feet away. These distances indicate that this vehicle was traveling at or near the posted

speed limit of 35 MPH. The vehicle stopped immediately, however there were no skid marks or anti-lock tire marks on the roadway indicating that the driver of this vehicle saw the pedestrians prior to the collision.

The driver of the vehicle that struck the pedestrians stated that she had not seen the flashing crosswalk lights or the girls in the crosswalk until "it was too late". The driver also stated that she was not distracted or talking on a cell phone at the time of the collision. One witness traveling south bound and behind the above vehicle stated that she saw the flashing crosswalk lights and had started to slow down. All witnesses stated that it did not appear that the driver of this vehicle had seen the girls in the crosswalk. The collision investigation also indicated that the girls thought that this vehicle would stop for them at the crosswalk. There were no other contributing factors; intoxication, fatigue, speed or other, indicated in this collision. The girls were treated at the scene and transported to Harborview Medical Center for further examination and treatment. The 2 year old suffered a laceration to her head and the 16 year old had a severely fractured left leg. Both girls had bruises and other superficial lacerations as well.

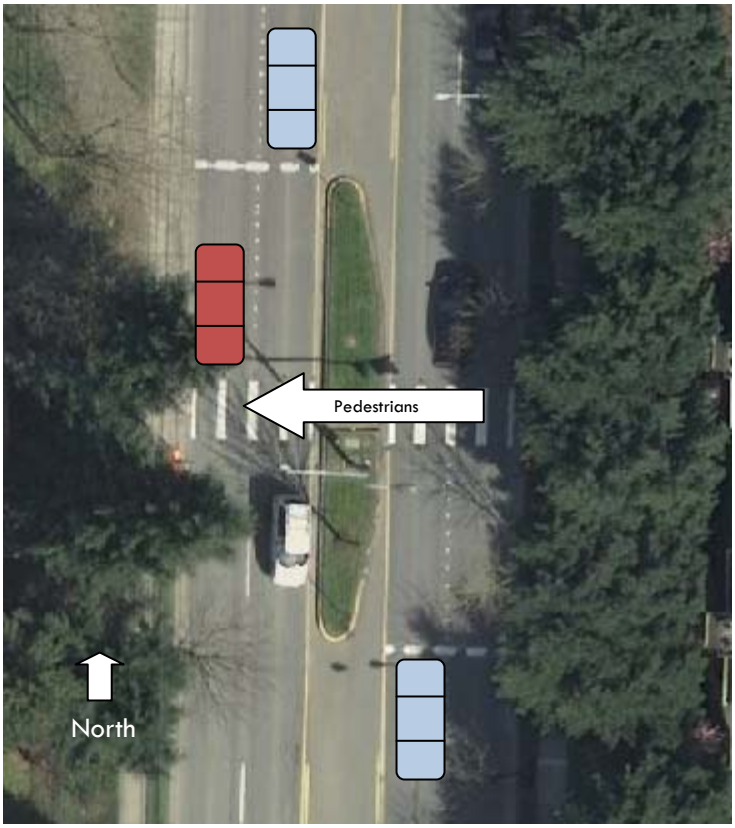


Figure 2. Pedestrian collision site, 12600 block of 100th Avenue NE. Blue cars stopped for pedestrians, red car did not. Pedestrians were crossing from east to west.

It is the opinion of the Kirkland Police Department that inattention was the main causing factor of this collision. The driver of the vehicle should have observed the crosswalk, flashing crosswalk lights and pedestrians crossing the roadway. Additionally, the 16 year old pedestrian could have, and probably should have, observed that this vehicle was not slowing or stopping for them as they crossed the road.

Pedestrian Safety efforts

Sidewalk construction.
Providing facilities for pedestrians encourages more walking and increases safety. Both private development projects and City capital improvement projects construct sidewalk in Kirkland. During the period 2003 to 2007, private development built 7.4 miles of new sidewalk. The Capital Improvement Program constructs sidewalk and sidewalk ramp improvements associated with road projects, as a part of the pavement maintenance program and through specific sidewalk projects.

Improving school walk routes.
Last year, Kirkland was awarded a $498,000 Safe Routes to School grant that will address the top priority projects on school walk routes at each public elementary school in the City. The funding will be used to connect existing sidewalks, construct curb and gutter and make storm drainage improvements where the most pressing need exists at each school. Prior to project completion police will remind kids about pedestrian safety, and a portable radar trailer will be purchased with grant funds and will be used around all schools to inform motorists of their speed. Projects will be completed in the fall of 2011 and surveys/counts of walking students will be made before and after the improvements are completed.

Crosswalk improvements.
The Capital improvement program includes $70,000 every two years to improve crosswalk safety. Recently, funds have been used to construct a median, overhead signing and overhead lighting on 100th Avenue south of NE 124th Street connecting senior housing with a bus stop. (See Figure 3). These funds have also been used to improve crosswalks on Lake Washington Boulevard and elsewhere.

Figure 3. Crosswalk on 100th Avenue south of NE 124th Street at Casa Juanita.

New Devices
Due to increasing maintenance costs the City of Kirkland is moving away from in-pavement flashing lights at crosswalks. Rectangular Rapidly Flashing Beacons or RRFBs are a promising replacement. RRFBs use pushbuttons similar to those used with in-pavement lights. Two very bright LED flashers, like those used on emergency response vehicles, are mounted under pedestrian warning signs at crosswalks. (See Figure 4) When the button is pushed, the LEDs are activated and flash at 70 to 80 flashes per minute. First tested in Florida, RRFBs have proven to be very effective in getting drivers to stop at crosswalks. Because they are new, vendors are still refining their products and prices are fluctuating. RRFBs can operate with solar power and use wireless activation making them relatively easy to install. Components are readily available and because they are simpler in construction and not subject to the punishment of traffic, the initial and life-cycle costs of RRFBs should be well below the costs of in-pavement lights. As a part of the 2009 pavement maintenance program, an RRFB was installed on NE 124th Street near the North Kirkland Community Center. The product the contractor received from the manufacturer is not operating properly and the contractor is working with the manufacturer to resolve those problems.

Pedestrian Safety Flags. Kirkland pioneered the use of pedestrian flags in 1997. Yellow flags have made the purpose of the flags more obvious and increased their use. Research performed nationally and local experience shows that flags are effective, but budget cuts have eliminated the ability to place new installations.

Controlling speeds in school zones.
The severity of pedestrian injuries resulting from crashes is directly affected by vehicle speed. Therefore, reducing speeds in school zones can increase pedestrian safety among some of the most vulnerable pedestrians. Over the past three years, flashing beacons have been installed on school speed limit signs at all public elementary schools in Kirkland. These beacons operate during the times that children are walking to school and draw driver's attention to the school speed limit signs. Radar feedback signs that

Figure 4. RRFBs are mounted under pedestrian warning signs. The orange arrows point to the RRFB lenses.

display vehicle speeds to drivers and flash when preset speeds are exceeded are located in the Peter Kirk and Benjamin Franklin school zones. Both the flashing beacons and the radar feedback signs were funded by grants from the Washington Traffic Safety Commission. The City is exploring photo enforced speed limit zones in selected elementary school zones with demonstrated speeding issues. This is a promising technique for increasing pedestrian safety by reducing vehicle speeds during periods when children are traveling to and from school. In addition, Police Officers regularly patrol school zones to enforce school speed limits.

Police Department stings and routine enforcement

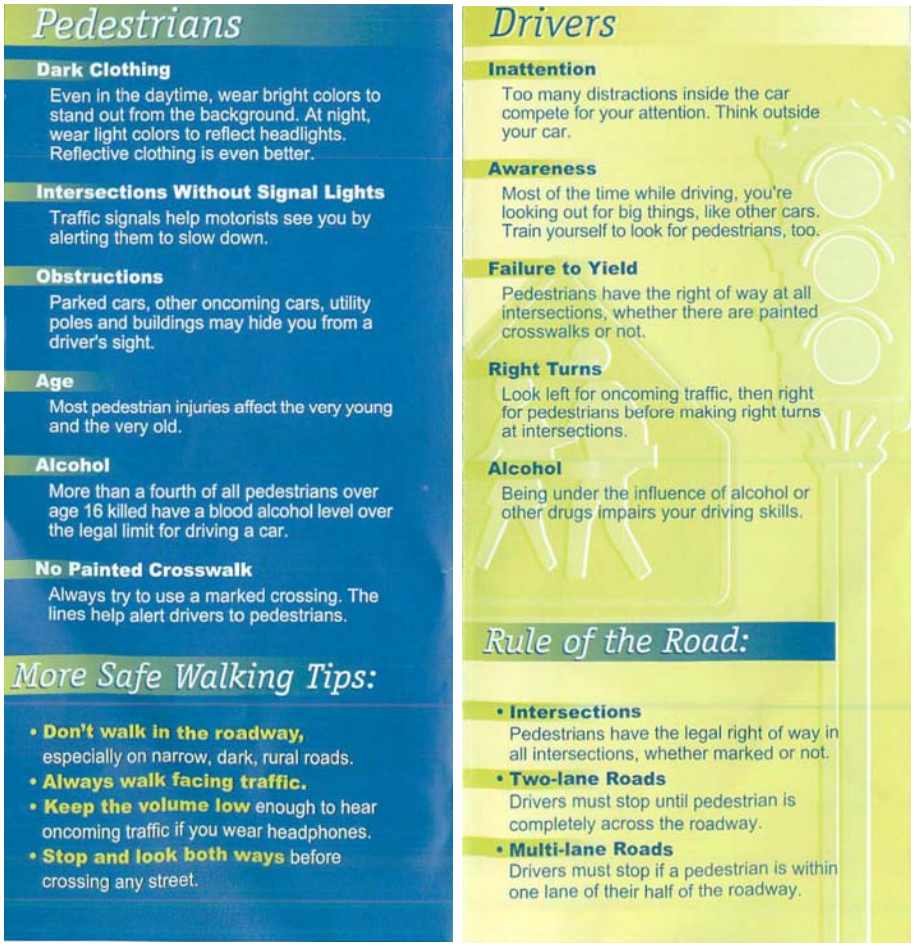
As part of the enforcement prong in managing pedestrian safety, Kirkland Police regularly participate in grant funded crosswalk stings. A sting consists of multiple uniformed officers driving marked vehicles, and a decoy officer dressed in plain clothes. Before the enforcement activity takes place, officers measure out a distance in both directions from the crosswalk based on the speed limit of the roadway, the reaction time and a safety factor of 5%. Orange cones are placed in the roadway near the curb denoting the required stopping distance for motorists.

The decoy officer, dressed in bright clothing, waits until a vehicle is outside of the designated stopping distance and then enters the roadway. The decoy officer continues walking across the street making eye contact with motorists as he/she nears the crosswalk. Drivers that do not stop for the decoy officer are stopped by other officers and issued citations, as well as pedestrian safety information. The sting is consistent with established protocol such as being conducted during dry weather. Thirty eight tickets were issued in two stings during 2008 and 17 tickets were issued in two stings during 2009. The crosswalk in the 12600 block of 100th Avenue NE has been utilized in past crosswalk stings.

As a part of their regular duties, Patrol and Traffic Officers actively enforce crosswalk violations throughout the city of Kirkland. Additionally, officers will work citizen "complaint" zones which include observed crosswalk violations in certain areas. Again, the 12600 block of 100th Avenue NE is one of the areas worked periodically and as staffing allows. Enforcement programs are used to educate roadway users about the traffic laws that govern them; serve as periodic reminders to obey traffic rules; encourage safer behaviors; and monitor and protect public spaces. (See Figure 5) Overall and citywide, 163 tickets for crosswalk violations were issued in 2008 and 184 tickets for crosswalk violations were issued in 2009.

Reflective Lanyards.

Staff worked with the Youth Council and students from Lake Washington High school to develop a way to encourage students to be more visible as pedestrians. Since many youth already use lanyards, it was felt that a reflective lanyard imprinted with the school logo could be an effective way to get more students to wear something reflective. Lanyards are often worn so that the lanyard hangs out of a pocket and would be visible to drivers. (See Figure 6) The city purchased 100 lanyards as a pilot and worked with the Lake Washington High School DECA marketing club to distribute them. If they were popular, the DECA club would purchase more lanyards using their own funds and sell them as a fund raiser for their club. The initial lanyards were distributed in January. The following is an excerpt from an email sent by Mr. Kevin Lemme the president of the DECA club describing the reaction to the lanyards.



Pedestrians

Dark Clothing
Even in the daytime, wear bright colors to stand out from the background. At night, wear light colors to reflect headlights. Reflective clothing is even better.

Intersections Without Signal Lights
Traffic signals help motorists see you by alerting them to slow down.

Obstructions
Parked cars, other oncoming cars, utility poles and buildings may hide you from a driver's sight.

Age
Most pedestrian injuries affect the very young and the very old.

Alcohol
More than a fourth of all pedestrians over age 16 killed have a blood alcohol level over the legal limit for driving a car.

No Painted Crosswalk
Always try to use a marked crossing. The lines help alert drivers to pedestrians.

More Safe Walking Tips:

- **Don't walk in the roadway,** especially on narrow, dark, rural roads.
- **Always walk facing traffic.**
- **Keep the volume low** enough to hear oncoming traffic if you wear headphones.
- **Stop and look both ways** before crossing any street.

Drivers

Inattention
Too many distractions inside the car compete for your attention. Think outside your car.

Awareness
Most of the time while driving, you're looking out for big things, like other cars. Train yourself to look for pedestrians, too.

Failure to Yield
Pedestrians have the right of way at all intersections, whether there are painted crosswalks or not.

Right Turns
Look left for oncoming traffic, then right for pedestrians before making right turns at intersections.

Alcohol
Being under the influence of alcohol or other drugs impairs your driving skills.

Rule of the Road:

- **Intersections**
  Pedestrians have the legal right of way in all intersections, whether marked or not.
- **Two-lane Roads**
  Drivers must stop until pedestrian is completely across the roadway.
- **Multi-lane Roads**
  Drivers must stop if a pedestrian is within one lane of their half of the roadway.

Figure 5 Excerpt from information distributed by Police Department

I am pleased to say that the lanyards are a BIG hit. We finished distributing them about 4 days after we started. In order to try to meet your request, we made sure to distribute evenly across the 3 grades and all different demographics. The students like the design and every day I walk the halls seeing them hanging out of the pockets of students. As for our mission of pedestrian safety, last week driving up to the high school, I witnessed at least 15 students walking in with the lanyards as my headlights illuminated them. LW administration also love the lanyards, and would like to purchase some to give to a group of Japanese students that visit in the spring. That said, LW DECA would also like to purchase another batch and begin selling them. If you would forward me the information, I will pass it on and start another order. These lanyards are a huge success, I thank the city for sponsoring and initiating this program.

Figure 6 Reflective lanyard. The white portions of the lanyard are reflective.

City Update

The next issue of City Update will include an article on pedestrian safety. It will focus on the theme of a shared responsibility between drivers and pedestrians using information similar to that in Figure 4 and referencing the recent collision on 100th Avenue.

Council Meeting: 03/02/2010
Agenda: Unfinished Business
Item #: 10. b.

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

To: Dave Ramsay, City Manager

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

Date: February 18, 2010

Subject: TRANSPORTATION 2040 COMMENTS

RECOMMENDATION

It is recommended that the Council authorize the Mayor to sign the attached letter to Puget Sound Regional Council (PSRC) expressing the City of Kirkland's comments on the Transportation 2040 plan. The letter has been reviewed and edited by the Transportation Commission.

BACKGROUND

Transportation 2040 is the region's transportation plan; it is analogous to the Transportation Element of Kirkland's Comprehensive Plan. Transportation 2040 was prepared by the PSRC, which is our Region's Metropolitan Planning Organization. The purpose of the plan is to fulfill the Federal requirement that each metropolitan region must complete a Transportation Plan. It gives the regional view of where transportation is headed in the next 30 years. Transportation projects receiving federal funds must be consistent with the Plan.

On January 22, 2010, PSRC released the current draft Transportation 2040 document, opening a comment period that closes on March 9. The Executive Summary of the draft is Attachment 1 of this memo; the entire document can be found on the PSRC website. Comments will be considered by the Transportation Policy Board for incorporation into the final plan. Figure A, taken from the Executive Summary, describes the plan's key stratgeies.

Transportation 2040 has two funding categories. They are similar to the funded and unfunded categories in the City of Kirkland's Capital Improvement Plan. The first category is constrained and represents the level of revenue that can reasonably be expected over the life of the plan. Projects that are in the constrained category are to be thought of as "funded". The other is unprogrammed which requires funding beyond the constrained level; these projects are similar to Kirkland's "unfunded" projects.

Projects in the plan that impact Kirkland include:

- Implementation of much of the I-405 master plan including direct access at NE 85th Street, a new interchange at NE 132nd Street (to and from the north) and tolling on all the region's freeways; this is identified in the constrained category.

Investing in the Region's Transportation Future

Transportation 2040 is built upon the foundation of VISION 2040. The transportation plan then establishes three integrated and sustainable strategies: (1) Congestion and Mobility; (2) Environment; and (3) Funding. These strategies will guide transportation investment decisions to meet our growing travel needs for both people and freight – more transit, more biking and walking facilities, more ferries, and more complete roadways. Within these strategies the plan identifies four major categories of investment: preservation, maintenance and operations; safety and security; efficiency; and strategic capacity.

Three Key Strategies

Congestion and Mobility. The plan improves mobility through a combination of effective land use planning, demand management, efficiency enhancements, and strategic capacity investments. To improve system efficiency, the plan includes creating "smart corridors" with advanced technology, better information for travelers, and advanced tolling approaches which adjust for actual traffic conditions. Capacity improvements will strategically expand roadway, transit, and nonmotorized facilities, with new roadways limited to key missing links and enhancing existing facilities. This plan includes additional attention to development and monitoring of key measures to track system performance.

Environment. A key focus of the plan will be to protect and improve the region's environmental health. This will include ensuring that the region has healthy air that meets all standards; ensuring that transportation projects improve the handling of stormwater runoff to protect Puget Sound and other surface waters; and address emerging issues such as transportation's role in reducing greenhouse gas emissions and adapting to climate change. The plan includes a specific strategy to address state GHG goals, and vehicle miles traveled (VMT) reduction benchmarks. The four-part strategy includes Land Use, Transportation Pricing, Transportation Choices, and Technology. In addition, the Plan builds on current efforts to protect natural areas and support vibrant, livable communities.

Funding. The Transportation 2040 financial strategy relies on traditional funding sources in the early years of the plan. Over time the region will transition to a new funding structure based on user fees, which could include high occupancy toll (HOT) lanes, facility and bridge tolls, highway system tolls, vehicle miles traveled (VMT) charges, and other pricing approaches that replace the gas tax and further fund and manage the transportation system. Funding strategies will need to include a nexus between the tax, fee, or toll and the use of the revenues.

The strategy will start with developing HOT lanes, and tolling individual highway and bridge projects in their entirety as they are implemented. The plan calls for full highway system tolls by approximately 2030. Guidance for the funding strategy includes remaining flexible and accelerating the implementation of tolls earlier than 2020 wherever feasible.

Figure A – Transportation 2040 Key Strategies

- Intelligent Transportation Systems on the Bellevue Way-Lake Washington Boulevard-Market Street-100th Avenue Corridor between Bothell and I-90 and on the Central Way-NE 85th Street-Redmond Way – SR 202 corridor between Kirkland and I-90; constrained category.

- The BNSF right of way includes a trail in the constrained funding scenario, and it includes commuter rail under the unprogrammed funding scenario.

- Grade separated High Capacity Transit of an undetermined mode along the I-405 corridor between the I-5 interchange and Burien is also in the unprogrammed funding category.

- The Totem Lake Growth and Transportation Efficiency Center (GTEC) is currently included on the unprogrammed list (see discussion later in this memo).

The entire project list is in Appendix B of the Plan and can be found on the PSRC website. Eastside projects begin on page 44 of that appendix.

Staff from the PSRC attended the June, 2009, Transportation Commission meeting to brief the Commission on the Transportation 2040 Draft EIS. At their July 7, 2009, meeting Council approved a letter commenting on the Draft EIS. That letter is Attachment 2 of this memo. The letter:

1. Expressed support for Alternative 5, the most "aggressive" option without necessarily supporting rail on the former BNSF corridor,
2. Encouraged policies that would increase bus boardings,
3. Urged a more aggressive stance toward limiting carbon emissions,
4. Called for a transition from traditional sources of transportation revenue toward sources such as tolling,
5. Endorsed increased transit service in the short term,
6. Supported substantial increases in bicycle and pedestrian facilities,
7. Asked that an option be prepared that meets the green house gas emission targets adopted by the City of Kirkland and other cities.

In October, 2009, PSRC staff again addressed the Transportation Commission to discuss the Plan's preferred alternative which followed analysis of the 5 preliminary alternatives. The Commission did not feel that any action was necessary on the part of the City as a result of that meeting, because the preferred alternative appeared to be generally in line with Kirkland's previous comments.

In general, it appears that the draft plan is in keeping with the comments that the City of Kirkland made in its July letter. Referring to the seven points above:

- The plan includes extensions of light rail consistent with the Sound Transit master plan.

- It calls for increases in local transit service by approximately 90% while achieving operational efficiencies to reduce costs; it emphasizes additional all-day service with high frequencies (generally every 15 minutes).

- Funding strategies reflect a transition away from traditional sources toward tolling, however this will not be an abrupt change.

- The plan supports substantial investments in bicycle and pedestrian facilities throughout the region, including on the Eastside Rail Corridor.

On the issue of greenhouse gas emissions, the draft plan only reduces emissions to 28% below 2006 levels although Kirkland's July letter had asked for consideration of more substantial reductions. Also, since the City has now received a substantial grant to develop transportation demand management programs in the Totem Lake GTEC, this project will be moved to the constrained funding list.

Puget Sound Regional Council

DRAFT

Transportation 2040

Executive Summary

Toward a Sustainable Transportation System

January 22, 2010

The Draft Transportation 2040 Plan document, all supporting materials, and a link to submit comments, can be found on the PSRC web page at www.psrc.org

Puget Sound Regional Council

Funding for this document provided in part by member jurisdictions, grants from U.S. Department of Transportation, Federal Transit Administration, Federal Highway Administration and Washington State Department of Transportation.
PSRC fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see http://www.psrc.org/about/public/titlevi or call 206-464-4819. Sign language, and communication material in alternative formats, can be arranged given sufficient notice by calling 206-464-7090. TDD\TTY: 206-464-5409.

Additional copies of this document may be obtained by contacting:

Puget Sound Regional Council — Information Center
1011 Western Avenue, Suite 500
Seattle, WA 98104-1035
206-464-7532 • FAX 206-587-4825 • info@psrc.org
www.psrc.org

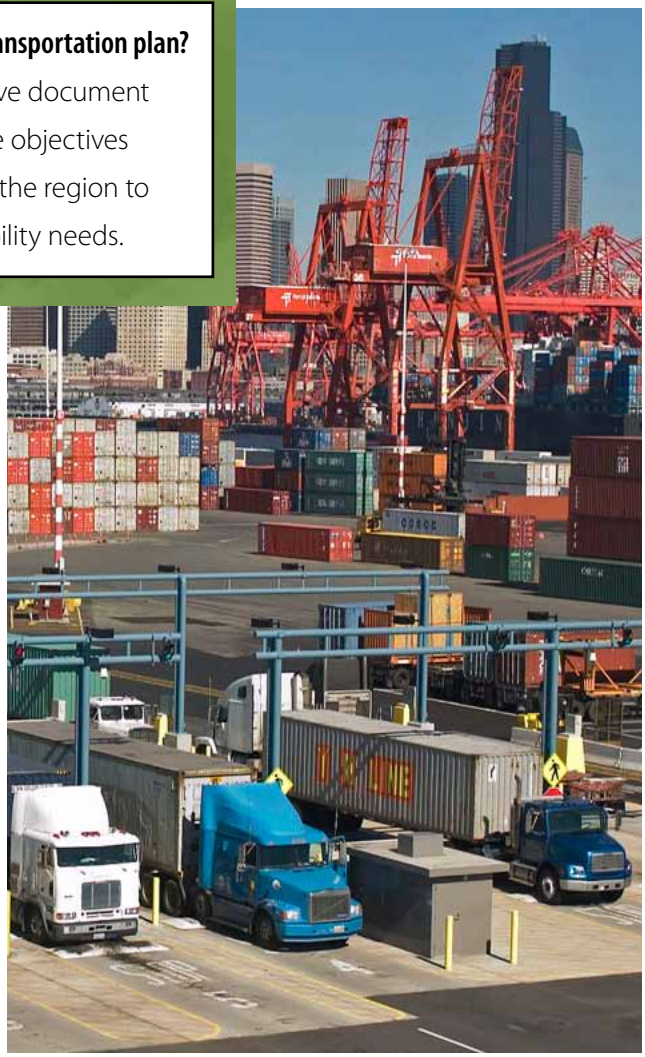
Cover Photo: Tacoma Narrows Bridge, courtesy of WSDOT

Transportation 2040

The Central Puget Sound Region's Draft Transportation Plan

What is a regional transportation plan?

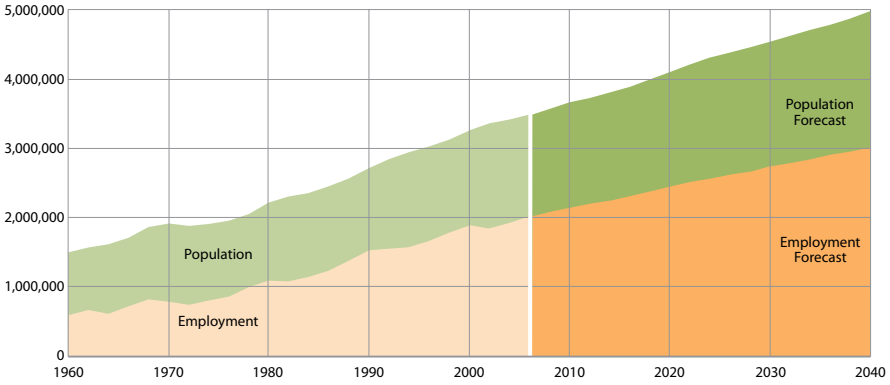
A comprehensive document that states the objectives and actions for the region to meet its mobility needs.



Transportation 2040 is a draft action plan for transportation in the central Puget Sound region for the next 30 years. During that time, the region is expected to grow by roughly 1.5 million people and support more than 1.2 million new jobs. All of these new people and new jobs are expected to boost demand for travel within and through the region by about 40%.

While the long-term growth for the region seems certain, the plan has been put together in a time of unprecedented uncertainty in the short-term.

- A severe economic downturn has had significant effects on jobs, housing, freight movement, and commuting levels and patterns. As the economy recovers, the Puget Sound region, as with metropolitan communities everywhere, will be in global competition for jobs and business. Adequate transportation is one key to sustaining an economic edge.
- The region's recently adopted Regional Growth Strategy, in VISION 2040, calls for a regional growth pattern with more growth occurring in existing urban areas, especially in designated centers. The Regional Growth Strategy better matches job and housing locations, resulting in shorter commutes and reduced emissions. While the region has adopted this as clear policy, achieving this growth strategy requires changes from past growth patterns which resulted in



more growth in rural areas and in communities on the urban edge. Concerted efforts will be needed to realize the benefits envisioned from a more central and concentrated growth pattern.

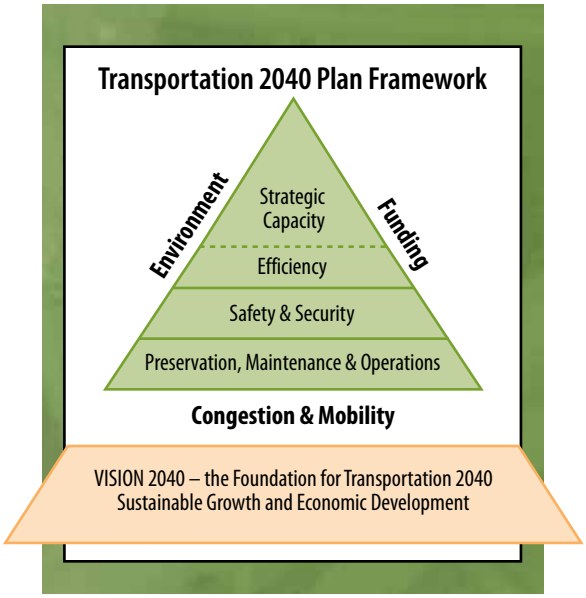
- The dynamics of energy supply, evidenced in the 2008 spike in gas prices, are projected to continue to affect the affordability of travel, the costs of transportation projects, how goods and people move around the region, and where businesses and families choose to locate and decisions made in using the central Puget Sound as a gateway for trade.
- Federal policies, that have shaped directions for highway and transit programs since the early 1990s expired at the end of September 2009. Congress is currently debating significant changes to federal programs which could affect federal direction on transportation, and an increased role for metropolitan regions in transportation decision-making.
- Nationally, and in Washington state, the system of transportation finance that has been in place in recent decades is beginning to fail. A combination of high fuel prices, increasing popularity of more efficient cars and trucks, and the shift to non-polluting alternative fuel vehicles means less reliance on gas tax as a main source of transportation investment. A new finance system at the local, state and federal levels, as yet undefined, must be developed to pay for transportation investments.
- Globally, there is increasing consensus that the climate is changing, and that transportation contributes a significant part to greenhouse gas emissions. Washington state has adopted greenhouse gas emission reduction goals, and the federal government is expected to adopt national policies in the next few years. These state and federal policies may profoundly influence transportation planning, but in ways that now are uncertain.
- The advancing speed of new technologies from laboratories to marketplaces will influence transportation, and planning will have to assess what's real in the near term from what's reasonable to assume for the longer term.

Recognizing that these uncertainties exist, Transportation 2040 outlines a long-term template for how this region should invest in transportation, while at the same time embracing the need to be flexible and responsive to the ways people – and the world — actually will change. Transportation 2040:

- Identifies investments to support the region's expected growth and improve the service transportation provides to people and businesses.
- Lays out a financing plan that suggests a long-term shift in how transportation improvements are funded, with more reliance on users paying for transportation improvements.
- Proposes a strategy for reducing transportation's contribution to climate change and its impact on important regional concerns such as air pollution and the health of Puget Sound.

By being clear about this regional long-term vision, the Puget Sound region will be better able to influence near term decisions on environmental protection, and the future direction of the nation's transportation programs.

Investing in the Region's Transportation Future



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Transportation 2040

The Full Plan

Constrained
Programmed Investments & Policies

Unprogrammed

Programs and Projects

Transportation 2040 lays out the following framework for transportation investments. The full plan includes two categories of programs and projects: (1) Constrained and (2) Unprogrammed. These categories recognize the federally approved structure for regional plans and the range of uncertainty that is inherent in long-range transportation planning programs.

Constrained: A federally required component of the plan where project and program costs must be accounted for and balanced with reasonably expected revenues over the life of the plan.

Unprogrammed: Projects and programs that are included in the plan but are not subject to the requirement of having a corresponding funding strategy and may be more "illustrative" or aspirational in nature.

Maintain, Preserve, and Operate. The plan's highest priority is to maintain, preserve, and operate the region's transportation system, and represents the largest program cost, at approximately $110 billion. This includes replacing some key vulnerable structures (such as the Alaskan Way Viaduct; the SR 520 Floating Bridge; and the I-5 Puyallup River Bridge); increased investment in local arterial preservation; and ensuring the continued operation of the Washington State Ferries. The plan includes all local roadway preservation needs that may be funded through transportation benefit districts of other mechanisms.

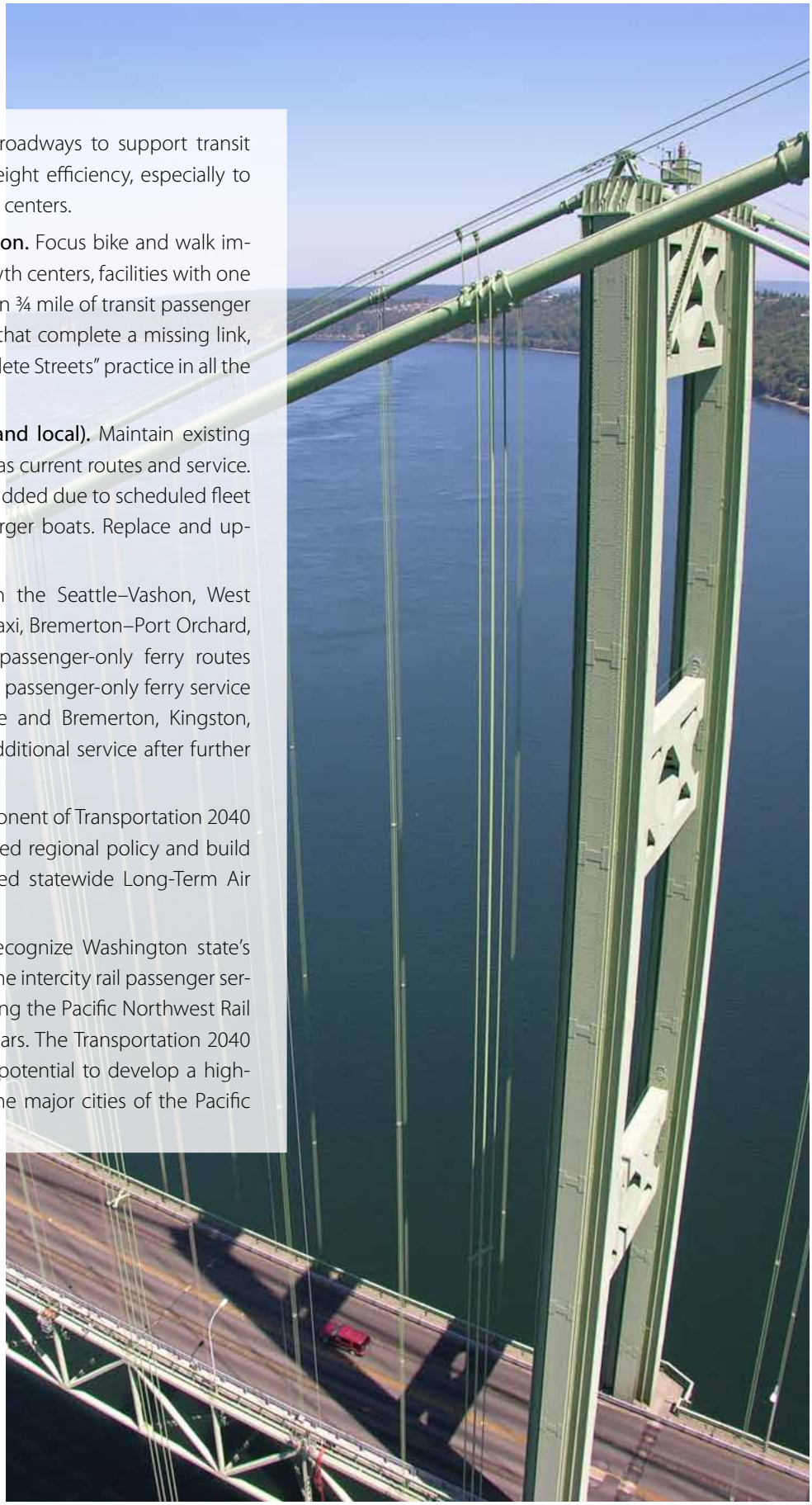
Safety and Security. Implement the state's strategic highway safety plan (Target Zero) to eliminate deaths and disabling injuries and enhance security in the event of a natural or manmade disaster.

System Efficiency. Improve efficiency through:

- Transportation Demand Management. Emphasize greatly expanded employer and residential programs to reduce travel demand and increase use of transit, vanpools, bicycling, and walking. The variable tolling implementation should also help manage demand for the roadway system.
- Transportation System Management & Operations. Support an aggressive program of advanced technology on arterials and freeways, including better signal coordination, active traffic management, new and expanded traveler information services, and transit-specific technologies to ensure on-time performance and provide customers with more complete, up-to-date travel information.

Strategically Expand Capacity. Implement strategic capacity investments in the following areas:

- **Public Transportation (regional and local transit).** Implement an aggressive transit strategy. Complete Sound Transit 2 projects and additional Link light rail extensions to Everett, Tacoma and Redmond. Increase local transit service by approximately 90% while achieving operational efficiencies to reduce costs; emphasize additional all-day service with high frequencies (generally every 15 minutes).
- **State Highways.** Complete and replace the network of roadway projects necessary to support development of the centers identified in VISION 2040 and keep freight moving to support a strong economy such as SR 167, SR 509, SR 520 Floating Bridge, US-2 and SR 3. Rely directly on users of the new highway capacity to pay for improvements through tolling, which also has positive effects on reducing congestion and emissions.



- **Local Roads.** Expand local roadways to support transit and improve people and freight efficiency, especially to provide access to and within centers.
- **Nonmotorized Transportation.** Focus bike and walk improvements in regional growth centers, facilities with one terminus in a center, or within ¾ mile of transit passenger facilities, and build facilities that complete a missing link, and in general realize "Complete Streets" practice in all the region's urban areas.
- **Automobile Ferries (state and local).** Maintain existing boats and terminals, as well as current routes and service. Some auto capacity will be added due to scheduled fleet replacement with slightly larger boats. Replace and upgrade key terminals.
- **Passenger Ferries.** Maintain the Seattle–Vashon, West Seattle–Seattle CBD Water Taxi, Bremerton–Port Orchard, and Bremerton–Annapolis passenger-only ferry routes and service levels. Start new passenger-only ferry service between downtown Seattle and Bremerton, Kingston, and Southworth and add additional service after further analysis.
- **Aviation.** The aviation component of Transportation 2040 will carry forward the adopted regional policy and build upon the recently completed statewide Long-Term Air Transportation Study (LATS).
- **Intercity Passenger Rail.** Recognize Washington state's commitment to improving the intercity rail passenger service provided by Amtrak along the Pacific Northwest Rail Corridor over the next 30 years. The Transportation 2040 plan will also highlight the potential to develop a high-speed rail corridor linking the major cities of the Pacific Northwest region.

Transportation 2040 Produces Big Benefits to the People of this Region

Support for VISION 2040

Transportation 2040 is a multimodal transportation system that provides a variety of choices designed to support the Regional Growth Strategy. A fundamental goal of VISION 2040 is to focus growth (people and jobs) in centers in a way that improves transportation efficiency; increases the use of transit, biking, and walking, and improves the balance between jobs and housing. Transportation 2040 will support:

- Focusing approximately 97% of growth within designated Urban Growth Areas.
- Continued development of regional growth centers, including adding over 173,000 people and an additional 475,000 jobs to these areas by 2040, more than double the current activity in designated regional growth centers.

Transportation 2040 includes specific projects that support the growth strategy:

- Approximately 76 miles of new light rail are included in the full plan, building a fast and frequent regional high capacity transit system that links and serves 12 regional growth centers, including all four east Sound Metropolitan Cities. Sounder commuter rail will serve nine regional growth centers, and ST regional express bus will served 15 regional growth centers.
- Of the full plan's highway and roadway investments, 87% are within or directly serve Metropolitan Cities and Core Cities.
- Regional guidance calls for new local transit to be focused on providing frequent service along major travel corridors in urban areas, and to and between local and regional centers.
- Bicycle and pedestrian projects are focused on providing access to regional growth centers and transit.

Strengthen the Regional Economy

Transportation is extremely important to economic growth. The mix of investments in Transportation 2040 will

produce tangible benefits to people and freight in terms of travel time savings and improved travel reliability.

In addition, Transportation 2040 recognizes the need to secure transportation funding that does not unnecessarily burden the economy. By having the users of the transportation system pay for major investments, Transportation 2040 will help establish a sustainable financial framework for transportation investments and guarantee that the region gets the most out of transportation improvements.

Moving Freight and Goods

A transportation system that provides for the efficient movement of freight and goods is critical for the region's economic prosperity. By making investments that improve freight mobility, Transportation 2040 supports the region's businesses and manufacturers, as well as the role of the central Puget Sound region as a gateway for international trade.

Improve Mobility

Transportation 2040 recognizes that improving mobility for people and freight will require a combination of preserving the region's existing transportation system, efficiency improvements, and strategic investments in transportation choices and roadway capacity.

Transportation 2040 includes a balanced portfolio of mobility investments which will help the region accommodate future growth and improve mobility for people and goods. The combination of significant investments in transit, bike and walk facilities, strategic new roadway capacity, and phased implementation of highway tolling will improve mobility by reducing congestion in major travel corridors and offering new, efficient travel options for those who cannot or choose not to drive. As the region adds 1.5 million more people and 1.2 million more jobs by 2040, the investments in Transportation 2040 will reduce peak hour freeway delay by 32%. Transportation 2040 will also achieve a better balance of travel among modes, with transit capturing an increasing share of riders. Compared with 3% in 2006, by the year 2040 transit will account for 4.9% of the region's total daily trips, an increase of 63%. For work trips, transit will increase its share from 10% in 2006 to 11.4% in 2040, a 14% increase. With its focus on transit and non-motorized investments, combined with increased user fees, Transportation 2040 will result in a 9% decrease in per capita vehicle miles traveled (VMT) between 2006 and 2040.

Total benefits to all system users will exceed $6 billion per year in the year 2040. Freight users will experience significant mobility benefits from the investments included in the plan. Medium and heavy trucks will realize over $2 billion in annual benefits, primarily from travel time savings and improved travel reliability.

Environmental Benefits

The plan will assure we meet all air and water quality standards, thereby keeping federal and state transportation funding flowing to the region.

The region is committed to maintaining the air quality standards in the region by continuing to reduce emissions of air pollutants through the use of cleaner fuels and vehicles, increasing alternatives to driving alone, and land use strategies. The region will continue to monitor these air quality issues, and will ensure that Transportation 2040 maintains its compliance with all air quality and transportation conformity regulations.

Transportation 2040's four-part greenhouse gas reduction strategy is flexible, and is designed to incorporate anticipated guidance specific to the region and the transportation sector. Analysis shows that with aggressive implementation, the strategy has the potential to reduce regional greenhouse gases from transportation by up to 28% below 2006 levels. These results show that Transportation 2040 is on the right track toward reducing greenhouse gas emissions associated with transportation.

The plan also emphasizes focused urban investments and the retrofit of existing infrastructure to address water quality of the region's streams, lakes, rivers, and Puget Sound.

Equity

Transportation 2040 programs and projects are proposed to be implemented in ways that prevent or minimize negative impacts to low-income, minority, and special needs populations.

- The analysis showed Transportation 2040 will produce higher net benefits for low-income and minority households than for the region as a whole
- On a per-trip basis, benefits to transit, high occupancy vehicle users and freight operators were significantly higher than benefits to single occupant vehicle users.

Cost

The plan cost (in 2008 dollars) will range from $192 billion for the constrained portion of the plan to $227 billion for the full plan. This includes preservation, operation, maintenance and capital cost. Current law revenues are estimated at $125 billion in 2008 dollars. The plan's financial strategy envisions a transition from existing revenue sources (gas tax, sales tax, etc.) to increasing reliance on user fees to finance transportation improvements. The financial strategy provides an additional $67 billion in revenues to fully fund the cost of the constrained portion of the plan.

Monitoring Performance

Performance monitoring completes the link between plan policies and an investment strategy designed to implement those policies. Through evaluation over time, the region can be sure that investments are achieving desired outcomes. In order to perform this function properly, the region will establish a baseline and develop transportation performance measures against which actual transportation system performance information can be compared.

Performance measures provide policymakers and the public a framework for evaluating progress toward implementing adopted regional policies. These measures are established by describing desired policy outcomes, identifying measurable indicators for each outcome, and setting targets for these indicators at various points in the future.

Next Steps

The next steps in the process include completion of the environmental process, further review of the Draft Plan, and completion of the adoption process. The sequence of actions is summarized below.

1. Based on the Draft Plan, a Final Environmental Impact Statement will be completed (scheduled for March 2010).

2. After the review of the Draft Plan, PSRC will move the Transportation 2040 plan forward to the Transportation Policy Board for their recommendations.

3. The Executive Board will make a final recommendation for adoption of Transportation 2040 (scheduled for March 2010).

4. The PSRC General Assembly will adopt Transportation 2040 in spring 2010 (scheduled for May 2010).

5. Following adoption of the plan a project and program prioritization process will be developed (approximately two years, starting in summer of 2010).

TRANSPORTATION POLICY BOARD

Councilmember Julia Patterson, King County — Chair
Councilmember Brenda Stonecipher, City of Everett — Vice Chair
Mayor Katrina Asay, City of Milton — Other Cities in Pierce County
Councilmember Claudia Balducci, City of Bellevue
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Councilmember Mike Cooper, Snohomish County
Commissioner John Creighton, Port of Seattle
Aubrey Davis, Community Representative — Community/Environment
Councilmember Reagan Dunn, King County
Representative Deborah Eddy, Washington State House Transportation Committee
Mayor Dave Enslow, City of Sumner — Sound Transit
Councilmember Tim Farrell, Pierce County
Councilmember Jake Fey, City of Tacoma
Commissioner Richard Ford, Washington State Transportation Commission
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Senator Mary Margaret Haugen, Washington State Senate Transportation Committee
Rob Johnson, Transportation Choices Coalition — Community/Environment
Mayor Joe Marine, City of Mukilteo — Community Transit
Deputy Mayor Joan McBride, City of Kirkland; Bicycle Alliance of WA— Community/Enviro.
Senator Cheryl Pflug, Washington State Senate Transportation Committee
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Councilmember Paul Roberts, City of Everett — Puget Sound Clean Air Agency
Mayor Graeme Sackrison, City of Lacey — Thurston Regional Planning Council
Brian Smith, Washington State Department of Transportation
Chip Vincent, City of Renton — PSRC Regional Staff Committee
Elizabeth Warman, The Boeing Company — Business/Labor
Mark Weed, Greater Seattle Chamber of Commerce — Business/Labor
Luella Wells, League of Women Voters of Washington — Community/Environment
Vacant — City of Bremerton
Vacant — City of Seattle
Vacant — Other Cities in Snohomish County
Vacant — Washington State House Transportation Committee
Vacant — Muckleshoot Tribal Council
Vacant — The Suquamish Tribe
Vacant — PSRC Transportation Enhancements Committee

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Vacant – City of Seattle
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Vacant – Other Cities in Kitsap County
Vacant – Other Cities in Pierce County

PUGET SOUND REGIONAL COUNCIL MEMBERSHIP

COUNTIES

King County
Kitsap County
Pierce County
Snohomish County

CITIES AND TRIBES

Algona
Arlington
Auburn
Bainbridge Island
Beaux Arts Village
Bellevue
Black Diamond
Bonney Lake
Bothell
Bremerton
Buckley
Burien
Clyde Hill
Covington
DuPont
Duvall
Eatonville
Edgewood
Edmonds
Enumclaw
Everett
Federal Way
Fife
Fircrest
Gig Harbor
Granite Falls
Hunts Point
Issaquah
Kenmore
Kent
Kirkland
Lake Forest Park
Lake Stevens
Lakewood
Lynnwood
Maple Valley
Marysville
Medina
Mercer Island
Mill Creek
Milton
Monroe
Mountlake Terrace
Muckleshoot Indian Tribal Council
Mukilteo
Newcastle
North Bend
Orting
Pacific
Port Orchard
Poulsbo
Puyallup
Redmond
Renton
Ruston
Sammamish
SeaTac
Seattle
Shoreline
Skykomish
Snohomish
Snoqualmie
Stanwood
Steilacoom
Sultan
Sumner
The Suquamish Tribe
Tacoma
Tukwila
University Place
Woodinville
Woodway
Yarrow Point

STATUTORY MEMBERS

Port of Bremerton
Port of Everett
Port of Seattle
Port of Tacoma
Washington State Department of Transportation
Washington Transportation Commission

ASSOCIATE MEMBERS

Port of Edmonds
Evans School of Public Affairs
Island County
Puyallup Tribe of Indians
Snoqualmie Tribe
Thurston Regional Planning Council
The Tulalip Tribes

TRANSIT AGENCIES

Community Transit
Everett Transportation Service
Kitsap Transit
Metropolitan King County
Pierce Transit
Sound Transit

ATTACHMENT 2

July 8, 2009

Mr. Sean Ardussi
Puget Sound Regional Council
1011 Western Ave.
Seattle, WA 98104-1035

Dear Mr. Ardussi:

Thank you for the opportunity to comment on the Transportation 2040 Draft Environmental Statement. We appreciate the efforts of the PSRC to plan for what will be a dynamic time in transportation for our region.

The City of Kirkland applauds the bold direction and aggressive nature of Alternative 5 to alter travel behavior and land use patterns in the region through use of roadway pricing and tolling. However, we have some concerns:

- Our support of Alternative 5 does not imply endorsement of commuter rail in the BNSF corridor. The city has concerns about impacts which must be fully analyzed, reviewed and debated prior to a decision.
- We endorse aggressive near-term measures which yield a significant increase in bus boardings.
- The plan should more aggressively address carbon emission reductions.

While Kirkland's Roadway Pricing policy is supportive of broad tolling, we are concerned it is premature for the region to rely solely on tolling to pay for new capital improvements, while also being expected to address the funding shortfalls we already face in preserving our existing infrastructure. Instead, a mix of funding sources, combined with aggressive mode share goals, should be considered to also address identified shorter term needs. This would allow the additional time to help alter travel behavior and attitude towards such a fundamental change in transportation funding, and would avoid having some shorter term needs go unmet. It would be helpful if the Plan included a funding and implementation strategy that identified how the region would evolve over time from the current very limited tolling situations to tolling on many regional and local facilities.

We are also concerned that the general public, and federal and state policy makers, will have a difficult time setting a toll at a rate that will, by itself, cause drivers to shift from automobiles to other modes. Instead, the City of Kirkland supports an alternative that provides an improved mass-transit system that would be operational sooner than such a bold funding strategy identified in Alternative 5 would likely allow. We encourage you to identify an alternative very similar to Alternative 5 that will include investments in transit that can be implemented sooner. For example, Kirkland still relies on only a handful of local and regional bus routes as their sole transit option and need additional service and facilities to begin to change behavior. We are not able to wait for such a bold shift in transportation funding to take place before transit investments are made in our area.

We also support much more investment in a complete system of bicycle and pedestrian facilities that connect Urban Centers throughout the region as identified in Alternative 5.

We believe, as identified in our Active Transportation Plan, that more investment is needed in our pedestrian and bicycle system to better promote healthy living, support increased transit usage, and shape the land use the region desires.

In addition, we noticed none of the alternatives identify what it would take to meet the greenhouse gas emission targets adopted by the City of Kirkland and other cities, in addition to those targets identified by the State of Washington. It would have been useful to evaluate and understand the type of policies and projects necessary to reduce CO_2 emissions below 2005 levels.

Thank you for consideration of these comments. The next thirty years will offer not only challenges to our transportation system but exciting opportunities as well.

Sincerely,

Kirkland City Council

By James L. Lauinger, Mayor

March 3, 2010 **D R A F T**

Ms. Marina King, PSRC,
1011 Western Ave #500,
Seattle, WA 98104

Dear Ms. King:

Thank you for the opportunity to comment on the draft Transportation 2040 Plan document.

The City of Kirkland has been closely following development of Transportation 2040. PSRC staff has briefed our Transportation Commission on two occasions and last summer the City submitted comments on the Draft EIS. We appreciate the fact that most of our comments were addressed in the draft document.

To restate some of our interests, moving to new funding mechanisms for our transportation system, in keeping with the City of Kirkland's adopted policies on pricing is particularly important to us. Other interests include increasing local transit in the short term and providing bicycle and pedestrian facilities throughout the region. It's also important that the constrained plan include a balanced set of improvements from I-405 to Intelligent Transportation Systems and to Demand Management Programs.

As you finalize the Plan, we hope that you will consider the issue of limiting greenhouse gas emission more aggressively. Although the draft Plan considers GHG reductions to 28% below 2006 levels, many cities including Kirkland have adopted more rigorous goals, taking GHG levels to below 2005 levels. The City of Kirkland would be pleased to work with the PSRC on this issue.

Finally, because the City of Kirkland has received Congestion Mitigation and Air Quality funding for development of programs in our Totem Lake Growth and Transportation Efficiency Center, maintenance and development of the GTEC should be shown in the constrained portion of the plan (appendix B. page 48)

Thank you once again for you work on Transportation 2040 and for your consideration of our comments.

Sincerely,

Kirkland City Council

By Joan McBride, Mayor

Council Meeting: 03/02/2010
Agenda: Unfinished Business
Item #: 10. c.

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

MEMORANDUM

To: David Ramsay

From: Ellen Miller-Wolfe, Economic Development Manager

Date: February 23, 2010

Subject: Lodging Tax Advisory Recommendation Regarding Recruitment and Structure of LTAC

RECOMMENDATION:

The Lodging Tax Advisory Committee (LTAC) met on February 23, 2010 and recommended that the City Council retain the current seven-member structure of the LTAC, and align the LTAC with other City Boards and Commissions by establishing a Council interview process for LTAC applicants, and by changing the annual review date for LTAC membership from June 30 to March 31.

Members indicated that the seven-member structure meant more voices around the table and a diversity of experience and perspective. They also felt that by aligning its recruitment process with other City boards and commissions, the LTAC would have more exposure and legitimacy.

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Kathi Anderson, City Clerk

Date: February 3, 2010

Subject: Lodging Tax Advisory Committee Recruitment and Structure

RECOMMENDATION

That the City Council provide direction on the recruitment and appointment process for the Lodging Tax Advisory Committee (LTAC).

BACKGROUND DISCUSSION

Kirkland Municipal Code (KMC) Chapter 5.19 establishes the LTAC and sets forth its membership, duties and procedures. Consistent with State law, before the City proposes an increase in the rate or use of the lodging excise tax, LTAC is to review and submit comments to the City Council. In addition, under KMC Chapter 5.19, the LTAC is to be an ongoing advisory committee to the City Council as to the use of the lodging tax fund revenue for tourism promotion.

The minimum number of members required by state statute to comprise the LTAC is five. The number of members who are representatives of businesses required to collect the tax must equal the number of members who are involved in activities authorized to be funded by the revenue. State law does require that an elected official of the municipality serve as chair. KMC 5.19 establishes membership of the LTAC as seven voting members appointed annually by City Council.[1] One member is a City Councilmember who serves as chair. Three members are representatives of businesses required to collect the lodging excise tax (typically hoteliers). Finally, three members are persons involved in activities authorized to be funded by revenue from the lodging tax fund. Local ordinance provides for annual review of appointments to the LTAC on June 30 of each year.

Current Lodging Tax Advisory Committee (LTAC) members' terms were scheduled to be reviewed June 30, 2009. At its August 4, 2009 meeting, the City Council was presented with applications for the LTAC but chose not to take action on the applications at that time. Further, at its September 1, 2009 meeting, the Council voted to re-examine the selection process and to retain the existing members until that time.

[1] KMC 5.19.220(b) provides: The city council shall review the membership of the advisory committee annually and make changes as appropriate.

In past years, as the membership requirements provide for a select pool of eligible applicants and the number of applicants has historically been no more than the number of seats available on the LTAC, Council has not typically interviewed LTAC applicants individually rather it approved the slate of applicants as recommended by staff.

During the 2009 recruitment, applications were received from a number of individuals, some of whom are current members. Since the time the original recruitment was held, some applicants have withdrawn their applications, and one new application has been submitted to replace a representative from the Woodmark Hotel who is not longer with that business. At this time there are not enough applicants to fill all of the seats on the seven-member LTAC, and a new recruitment will be initiated this month.

Currently we have applications from the following:

Representing hoteliers (3 seats)
Jac Cooper, Controller, Woodmark Hotel, Yacht Club & Spa
Ryan Noel, General Manager, Courtyard by Marriott Hotel
Les Utley, General Manager, Heathman Hotel

Representing businesses (3 seats)
Shirley Day, Crab Cracker Restaurant, representing the Greater Kirkland Chamber of Commerce
Daniel Mayer, representing the Kirkland Performance Center

Council must also select a Councilmember to serve as Chair of the Committee. The Mayor appointed Deputy Mayor Penny Sweet as Chair of the LTAC in January 2009.

Staff requests that Council provide direction on several matters:

1. Does Council believe the current seven member structure is appropriate or would Council like to consider changes (e.g. a five-member LTAC as allowed by state law)?

2. Does the Council want to include the current LTAC applicants in the Council's March interview process along with other City Boards and Commissions or use some other process to make appointments?

3. Does the Council want to change the annual date for reviewing membership from June 30 to March 31, concurrent with other board and commission terms?

Changes to the structure and term dates would require an ordinance to be brought back to Council for adoption.

c: Ellen Miller-Wolfe, Economic Development Manager

Council Meeting: 03/02/2010
Agenda: Unfinished Business
Item #: 10. d.

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Marilynne Beard, Assistant City Manager

Date: February 19, 2010

Subject: ANNEXATION AREA APPOINTMENTS TO ADVISORY BOARDS AND COMMISSIONS

RECOMMENDATION:

City Council approves the attached resolution providing for added seats on selected advisory boards and commission for annexation area residents.

BACKGROUND DISCUSSION:

Following the approval of annexation, the City Council expressed an interest in providing early opportunities for annexation area residents to become involved in Kirkland city government. At the February 16 Council meeting, staff presented a memorandum providing background and options for annexation area appointments. At the end of their discussion, Council decided to temporarily expand the number of seats on the Planning Commission, Park Board, Human Services Advisory Committee and the Library Board. Staff was asked to develop a more specific recommendation and to prepare a resolution for Council adoption at the earliest possible time.

Each City board and commission is unique in its size, composition and required qualifications. The following recommendations take into account the scope of the advisory body, voting requirements and current terms. Background on the current purpose and composition is included from the previous memorandum.

Staff recommends two-year terms ending no later than March 31, 2012 to coincide with the first regular recruitment process after the effective date of annexation. Staff reviewed the potential for four year terms and determined that, given existing terms, reducing the size back to its original membership would be problematic. The stated objective in the resolution is to return the advisory body to its original size as soon as practicable. If a vacancy occurs prior to the normal end of a term, the City Council may recruit a replacement that maintains the temporary composition.

The recommendation also takes into consideration (for the most part) maintaining an odd number of seats. An odd number of seats discourages tie votes which result in no action under

Roberts Rules of Order. This was considered especially important in the case of the Planning Commission.

Planning Commission:

Planning Commission	Advise the City Council on matters relating to city planning documents and to specific texts of land use regulations.	Seven members that reside in Kirkland.

Recommendation: Increase this seven member commission by two seats designated for annexation area residents. This would result in a total membership of nine composed of seven Kirkland residents and two annexation area residents. This would also retain an odd number of seats in consideration of the voting requirements of the Planning Commission.

Park Board

Board/Commission	Purpose	Membership
Park Board	Advise the City Council on matters relating to parks, recreation and community services.	Eight members that reside in Kirkland, including one youth member.

Recommendation: Increase this eight member board by two seats designated for annexation area residents. This would result in a total membership of ten composed of one youth position and nine at-large positions, including two seats designated for residents of the annexation area.

Human Services Advisory Committee

Board/Commission	Purpose	Membership
Human Services Advisory Committee	Advise the City Council on all matters concerning human services and develop recommendations on priorities, planning, funding and the delivery of human services.	Five members that reside in Kirkland (including one youth member) and that do not have any proprietary interest in human service organizations nor serve as a board or staff member of any human service organization.

Recommendation: Increase this five member committee by two seats designated for annexation area residents. This would result in a total membership of seven composed of six one youth position, three Kirkland residents and two annexation area residents.

Library Board

Board / Commission	Purpose	Membership
Library Board	Serve as an advisory body to the Kirkland City Council and the Kirkland City Manager and to serve as liaison to the King County rural library district.	Six members (including one youth member) that are residents of Kirkland.

Recommendation: Increase this six member board by one member and designate up to two seats for annexation area residents.

There is currently one vacancy on the Library Board and the only application received so far is from an individual in the annexation area. The recruitment for this and other advisory boards was extended due to the low number of applications received for some advisory bodies. With the one vacancy and one new seat on the Library Board, the City Council could appoint up to two annexation area residents to this body. This would result in a total membership of seven composed one youth position and six at-large positions with up to two positions from the annexation area.

RESOLUTION R-4807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND TEMPORARILY INCREASING THE MEMBERSHIP OF CERTAIN ADVISORY BOARDS, COMMISSIONS, AND COMMITTEES TO ADD REPRESENTATION FROM THE ANNEXATION AREA.

WHEREAS, the on December 15, 2009, the City Council passed Ordinance No. 4229 providing for the annexation of Finn Hill, North Juanita and Kingsgate effective June 1, 2011; and

WHEREAS, in anticipation of the effective date of the annexation the City Council desires to include representatives of the Annexation Area on certain advisory boards, commissions, and committees as quickly as possible;

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

Section 1.

(a) The City Council hereby adds Annexation Area members to certain citizen advisory boards, commissions, and committees.

(b) Appointment to one of the specified boards, commissions, or committees as an Annexation Area member shall be made for a two-year term or until March 31, 2012, whichever occurs first. The intention is to return the boards, commissions, and committees to the current number of members as soon as practicable after the effective date of annexation. March 2012 will coincide with a regular open recruitment process. All other qualifications and requirements applicable to members of the respective board, commission, or committee shall apply to the Annexation Area member.

(c) Additional Annexation Area members shall be added to the boards, commission, and committee, and in the numbers, specified below:

(1) Human Services Advisory Committee: Two Annexation Area members;
(2) Library Board: One Annexation Area member;
(3) Park Board: Two Annexation Area members; and
(4) Planning Commission: Two Annexation Area members.

Section 2. The Annexation Area members of the specified boards, commission, and committee shall be appointed by the City Council.

Section 3. The City Manager is directed to begin recruitment of candidates for the specified boards, commission and committee as soon as possible.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2010.

Signed in authentication thereof this _____ day of _____, 2010.

_____
MAYOR

Attest:

_____
City Clerk

Council Meeting: 03/02/2010
Agenda: New Business
Item #: 11. a.

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Jennifer Schroder, Director of Parks and Community Services
Ellen Miller-Wolf, Economic Development Manager
Julie Huffman, Volunteer Coordinator
Kari Page, Neighborhood Services Coordinator
John Hopfauf, Street Manager

Date: February 18, 2010

Subject: BUSINESS/NEIGHBORHOOD PARTNERSHIPS

RECOMMENDATION:

City Council receives a report on opportunities for local businesses and neighborhoods to partner on community projects.

BACKGROUND DISCUSSION:

In January, City Council requested a report from staff about the potential for businesses partnering with neighborhood groups on community projects. The purpose would be to encourage business involvement in the community, to foster good relationships between businesses and residents and to help preserve community assets (such as parks) during the economic downturn. This memo will describe programs already in place that allow for partnerships, present some new opportunities and describe how City staff can facilitate these activities. The memo will also discuss implementation considerations that would need to be taken into account.

Current Programs

A number of existing programs provide opportunities for community members, including businesses, to maintain and enhance City programs and facilities. In addition to established programs, some partnerships opportunities have arisen from direct contacts with City staff. Following is a description of the programs and partnerships currently in place:

Volunteers in Parks
Throughout the year, Park Maintenance receives calls from individuals, businesses, scouts, churches, service organizations and schools interested in doing a project in a park. Requests are primarily for projects that can be accomplished in a single visit. Activities have ranged from weeding and spreading bark chips in landscape beds at Juanita Beach Park to building a trail in

Cotton Hill Park. In 2009, volunteers logged 3,471 hours helping to keep our parks well maintained.

Jason Filan, Park Operations Manager, will meet with the requestor and find out if there is a particular park that is the focus of their interest and, depending on the number of volunteers that will participate; Jason will provide a list of projects that are appropriate for their ability and number. Prior to this year, we have had sufficient staff resources to be flexible to schedule volunteer projects on a day and time that was preferred by the group. However, this year we no longer have the same flexibility to schedule and a condition of our ability to accept volunteers is dependent on their availability to work on a day and time that staff is already scheduled to be in the park. Park staff provides pre-planning for the project, on-site training and oversight of the volunteers. It takes time and resources to plan and execute a successful volunteer experience. Feedback that is often received by groups is their appreciation for how well the event was organized, how good it feels to see the aesthetic improvement achieved through their hard work, and that they have a greater recognition of all that goes into keeping the parks looking well-kept and safe.

Green Kirkland Partnership

The mission of the Green Kirkland Partnership is "To conserve and sustain natural areas for the benefit and enjoyment of current and future generations." Currently, Kirkland has over 372 acres of natural areas that are in need of restoration. An important resource to implementing the restoration plan over the next 20 years is community involvement. Since 2005, more than 4,000 volunteers have contributed approximately 15,600 hours in removing invasive plants and planting native species. A yearly average of over 35 groups, including businesses, have participated in the program. The Green Kirkland program is supported by a .65 FTE (26 hours per week) position funded through 2010 from a grant by the King Conservation District. The growth in the number of volunteers is a direct result of having a dedicated staff resource whose sole purpose is to plan and organize volunteer events, as well as conduct community outreach and education to develop relationships with neighborhoods, schools, businesses, service organizations and faith-based organizations. Funding is needed to sustain staff support, purchase plants, mulch and tools, and hire crews such as EarthCorps to support large volunteer events and to work in areas of parks not suitable for volunteers.

Currently there are five park sites that are in restoration: Carillon Woods, Cotton Hill Park, Juanita Bay Park, Kiwanis Park and Watershed Park. The program needs ongoing volunteers and ongoing funding sources, such as major sponsors and grants, to sustain the program. For 2010 there will be eight volunteer events with the first one on March 20th at Cotton Hill Park.

Adopt-a-Park

Adopt-a-Park programs are designed to attract individuals or groups whose interest is to make an ongoing commitment to volunteer in a park. Agreements can be from one to three years. Municipal Park agencies within our region that have an official Adopt-a-Park program (by ordinance or resolution) have a staff person whose job is to recruit volunteers and manage the program.

Although Kirkland does not have an official Adopt-a-Park program, through our volunteer policies we have been able to accommodate individuals and groups that have expressed an interest to adopt a park and commit to an ongoing schedule to help with the maintenance of a park. Examples include:

- Highlands, Mark Twain and McAuliffe Parks: At these park sites we have individuals that have expressed an interest to be able to work in their neighborhood park as often as once a week to remove invasive plants, weed landscape beds or pick up litter in the park.

- Heritage Park: The Heathman Hotel has committed to working once a month in Heritage Park as their "adopted park". On January 18th, approximately six employees helped our Park Maintenance staff in weeding the Centennial Garden next to Heritage Hall.

- Houghton Beach Park: The Woodmark Hotel will be adopting Houghton Beach Park. Their first volunteer day will be March 25th.

In addition to these parks that have already been "adopted," the City's cemetery would benefit from a neighborhood and/or a business helping to maintain this historic property.

Park Catalog Donations and Sponsorships

In 1998, the City launched a donation program called Sharing in Kirkland Parks & Community Services. The "Sharing" catalog, pictured left, was produced in 2000 and provided information on ways individuals or businesses could make a donation that would benefit the community. The catalog provided examples such as purchasing park benches, picnic tables, drinking fountains, trees, interpretive signs, public art and playgrounds; as well as suggestions for sponsoring a recreation program or special event, along with suggested funding levels. Donations included permanent recognition where appropriate. Unfortunately, there are no more of these catalogs in print, nor have there been the resources to update the catalog and actively market the program. We do advertize the program on the City's website and receive calls inquiring as to how to make a donation and we receive calls from individuals and families that wish to make a gift in memory of a deceased family member.

Sponsorships

In 2008, the City Council adopted a Business Sponsorship Policy (attached). The purpose was to establish guidelines and procedures for qualified sponsors and business partners for the City of Kirkland.

Many programs offered by the City and by the Parks and Community Services Department are supported through fees, subsidized by the general fund and, in some cases, supplemented by sponsorships. For several years, the City has solicited sponsorships to assist with the cost of the Summer Performing Arts Series at Marina Park, the production of the recreation brochure, the youth scholarship fund, and various youth programs; however there were no guidelines as to what services and programs were appropriate to seek business support for. This policy helps clarify the process and defines criteria for selection of a business partner. With the policy in place and with the appointment of a Business Services Manager, the City is actively seeking sponsorships and public-private partnership to provide community services and benefits to Kirkland.

Examples of areas where the City could actively seek sponsorships include programs that the City subsidizes with tax dollars such as the Kirkland Steppers program, senior van transportation program, equipment needs for certain recreation programs and for Green Kirkland events. Additionally, the Business Services Manager could assist in connecting sponsors with community event organizers for activities such as the holiday decorations in the downtown and the 4th of July parade and fireworks.

Non-Park Volunteer Opportunities

The City's volunteer program is often in need of on-going volunteers who can assist with administrative, public safety, emergency management, and multi-media needs, as well as outdoor maintenance of traffic circles or environmental restoration sites. All City volunteer opportunities are listed on the City's volunteer webpage, which can be accessed by selecting VOLUNTEERING under the COMMUNITY menu on the City's website.

In addition to the City's volunteer opportunities, there are many local non-profit agencies that are in need of volunteers, including Hopelink, KITH, and Youth Eastside Services. These opportunities are listed on two volunteer websites that allow potential volunteers to search for opportunities by location, time commitment, availability, topic area, and more. The first is www.volunteermatch.org, and the second www.uwkc.org/volunteer/.

Volunteers can also assist event organizers who host special events in Kirkland. These events are primarily in the summertime. Prior to 2010, the City's Volunteer Coordinator assisted special event organizers with finding volunteers. Due to a reduction in hours, starting this year volunteers interested in these events will be directed to the private entities that organize the events. Examples include the 4th of July parade, Kirkland Uncorked, and the Kirkland Triathlon. Special event volunteer opportunities can be listed on the City's volunteer webpage.

Financial Assistance for Victims of Violence

If a business is interested in assisting financially rather than with volunteer hours, the Police department's Family Violence Unit is always in need of gift cards from Fred Meyer as well as hotel vouchers from local hotels. These can assist victims who are fleeing an abusive situation, as local shelters are often full or not able to accept certain clients (for example, victims of stalking or extreme violence are often considered too high of a risk to a shelter for the protection of the other residents).

Adopt-a-Road and Business District Clean up

The City provides approximately 100 sweeps of the Central Business District on a predetermined schedule. This schedule generally provides a minimum of one sweep per week in the winter and a maximum of three sweeps per week in the summer and during the fall when leaves drop from the trees. Public Works is coordinating with the Kirkland Downtown Association to coordinate street sweeping with sidewalk sweeping provided by the downtown businesses. The KDA also sponsors an annual downtown clean-up program in the spring that is accomplished by volunteers recruited by the KDA.

Public Works also has an Adopt-a-Road program for litter pick-up and also provides banner hanging services (for a fee) to publicize neighborhood picnics and events. A business could provide banner hanging services by coordinating with Public Works regarding proper placement and hardware.

Neighborhood Services and Partnerships
Neighborhood work parties, meetings and picnics also present opportunities for business sponsorship. Neighborhoods have leveraged their picnic dollars by partnering with businesses for years. For example, Honda of Kirkland has paid for entertainment at the North Rose Hill Neighborhood picnic several years in a row. Starbucks and Tullys donate coffee to many neighborhood work parties, meetings and picnics. Grocery stores have also contributed supplies and food. Neighborhoods are looking even more toward their neighborhood businesses to fund this year's activities because of the reduction in Neighborhood Matching Grant funds.

Neighborhoods also do many volunteer projects throughout the year including pulling weeds and spreading bark on school grounds, picking up litter along City right of way, hanging decorations at public facilities, improving trails in parks, coordinating neighborhood wide garage sales and plant sales, and conducting food drives. Businesses could assist with these efforts by reducing hard costs or volunteering in-kind contributions.

Opportunities for Business and Community Partnerships
As described in this memorandum, Parks, Public Works, Neighborhood Services and the City's Volunteer Program have existing programs to integrate community and businesses in the delivery of services provided by the City. In addition the City has been a conduit to connect community volunteers and businesses to non-city programs and events that benefit Kirkland.

The City can facilitate business and neighborhood partnerships by encouraging direct relationships and by inviting businesses to attend or speak at neighborhood association meetings. The neighborhood association meetings are an excellent way for businesses to become more familiar with the community and to learn how they can become more connected. Additionally, businesses could be added to the neighborhood list-serve and request that they be added to the neighborhood association's email list.

A new idea being discussed by the Kirkland Alliance of Neighborhoods (KAN) is to create neighborhood/business partnership "recipe cards" or a checklist of things to do if a neighborhood or business wants to form a partnership. Neighborhood Services will be working on this topic for the March 10 KAN meeting. The recipes would range in level of effort – from easy to more complex. The programs and ideas listed in this memorandum will provide the Neighborhood Associations a beginning point for consideration. The objective is to create a self-sustaining mechanism for businesses and neighborhoods to collaborate while minimizing ongoing City staff involvement.

Implementation Considerations and Recommendations
Most public programs have limitations or regulations that need to be considered in order to be successful and volunteering and partnerships are no exception. In addition, staff's ability to support new programs is limited given reductions in hours and other budget line items. A few considerations worth mentioning follow:

- Risk Management – In order to limit risk of liability to the City and ensure protection of volunteers, the City has screening policies for all on-going volunteers (one-time or event volunteers do not typically require prior screening). On-going volunteers (administrative, traffic circle maintenance, multi-media, emergency management, public safety) must fill out an online application, complete an in-person interview, provide 2 references, and pass a background check. For this reason, many positions require a 3-6

month commitment. In addition, any volunteer that will have contact with a minor child or vulnerable population is required to have background check.

There are also many activities that are not suited for volunteers because of the attendant risk factors. For instance, emptying garbage cans has the potential to expose individuals to blood borne pathogens due to the nature of materials that are often placed in public trash receptacles (e.g. syringes, human waste, broken glass, etc.). City staff are equipped and trained to handle potential exposure to blood borne pathogens. Likewise, landscape maintenance work in medians on a busy arterial presents risks to volunteers. The City's liability insurance covers volunteer workers to a degree, but City's insurance consortium advises against placing volunteers in high risk situations.

- Program Management – All programs and volunteers require staff planning and oversight. Staff is grateful for the many hours provided by volunteers and some volunteer and partnership opportunities are "low maintenance." At this time, expansion of our existing programs or initiation of new partnership programs would be difficult. Any time a volunteer or business is working within a City facility or property, staff coordination is critical to protect both the volunteers and the City's assets. New opportunities should focus on direct partnerships between neighborhoods and businesses that need minimal staff time.

Kirkland has a rich history of community and business support in the care and improvement of its public places. In light of the recent reduction in services, there is a greater need for the community's support. Fortunately we have in place a variety of programs for citizens, groups and business to either roll up their sleeves and/or donate to support the maintenance of parks and public rights-of-way, help organize and community events and assist social service providers in Kirkland. For its part, the City will work to better publicize volunteer and partnership opportunities on the City website. Existing programs have been very effective and staff tries to be responsive and helpful to individuals and groups looking for ways to help out. Although there is no one point of contact for all partnership and volunteer programs, the following contact list describes the individuals who can of assistance:

Program	Contact	Telephone	email
Neighborhood Association Liaison	Kari Page, Neighborhood Services Coordinator	(425) 587-3011	kpage@ci.kirkland.wa.us
Business Sponsorships	Mike Metteer, Business Services Manager	(425) 587-3011	mmetteer@ci.kirkland.wa.us
Park Maintenance Opportunities	Jason Filan, Park Operations Manager	(425) 587-3341	jfilan@ci.kirkland.wa.us
Special Events and Banners	Sudie Elkayssi, Special Events Coordinator	(425) 587-3011	jhopfauf@ci.kirkland.wa.us
All Other City Volunteer Opportunities	Julie Huffman, Volunteer Coordinator	(425) 587-3012	jhuffman@ci.kirkland.wa.us
Adopt-a-Road	Vandana Ingram Lock, Management Analyst	(425)587-3907	vlock@ci.kirkland.wa.us

CITY OF KIRKLAND
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay

From: Park Board
Mike Metteer, Business Services Programs Manager
Carrie Hite, Deputy Director
Jennifer Schroder, Director

Date: May 20, 2008

Subject: Business Partnership Policy

RECOMMENDATION

Park Board recommends City Council approve the Business Partnership Policy.

BACKGROUND

Attached is the Business Partnership Policy. The purpose of this Policy is to establish guidelines and procedures for qualified sponsors and business partners for the City of Kirkland.

The City recognizes the need and value for outside entities to support City-approved programs, projects, events, facilities, and other activities where such partnerships are done in a manner consistent with all applicable policies and ordinances set by the City. Under these conditions, and with this policy, City staff may actively pursue Business Partnerships that are mutually beneficial.

Many programs offered by the City and by the Parks and Community Services Department are supported through fees, subsidized by the general fund, and in some cases, supplemented by sponsorships. Currently, we solicit sponsorships to assist with the cost of the Summer Performing Arts Series at Marina Park, the production of the recreation brochure, the youth scholarship fund, and various youth programs. For example, this year the title sponsors for the Summer Performing Arts Series are Feek–Justice Financial and Evergreen Health Care, paying a combined $15,000 to support this annual program.

Because of the expressed interest by local businesses and various City departments to engage in business partnerships, there is value in adopting a policy that would create consistent business practice within the City. The Business Partnership Policy outlines the guidelines and procedures for all City departments to consistently engage in business partnership opportunities.

IEG, Inc. (not an acronym, www.sponsorship.com) is the worldwide authority on sponsorships and the leading provider of sponsorship advisory services, valuation, and research. According to the IEG

Sponsorship Report, North American businesses are expected to spend $16.8 billion sponsoring events in 2008. That's an increase of 12.6 percent over 2007, the biggest jump since 2000. This can be credited to the increase to experimental marketing, the idea that the best way to deepen the emotional bond between a company and its customers is by creating a memorable experience. This policy will create opportunities for the City to support the local businesses who would like to create this experience for their customers, and assist the City in providing experiences for its citizens.

On April 9, 2008 Business Services presented the Business Partnership Policy to Park Board. The Park Board approved the policy and is forwarding it for recommendation to be adopted by the City Council.

POLICY

Subject to the terms of the Policy, certain facilities, programs and activities of the City may be made available for Business Partnerships. Special Events or any programs that the City sponsors are very visible to the public and offer the opportunity for positive exposure to interested businesses. Examples of events that could be sponsored are the Celebrate Kirkland (4th of July) 5K and 10K races, and Kirkland Uncorked.

PROCEDURES

The City will solicit proposals from qualified organizations that may be interested in participating in a partnership opportunity. All Requests for Partnerships will include a summary of the partnership opportunity, benefits of participation, and a description of the competitive process and selection criteria. The City shall always have the right to reject any submitted proposal. All partnership agreements shall be subject to all state, federal and local laws, ordinances, rules and regulations while being consistent with the goals and purposes of the City.

The City will determine and use selection criteria, based upon the nature and character of each proposed agreement, to evaluate potential Business Partnership opportunities. The selection criteria used to evaluate a prospective partnership may include, but are not limited to:

- The compatibility of the business's products, customers and promotional goals with the City's mission.
- The operating and maintenance costs associated with the proposed partnership.
- The timeliness or readiness of the business to enter an agreement..
- The actual value in cash, or in-kind goods or services given to the City.
- At all times, recognition for business partners must be evaluated to ensure the City is protecting the public's interest.
- The proposal is consistent with the monetary scale of each partner's contribution.
- All agreements must protect the City's assets and interests, and result in benefits to the City and its residents. No partnership agreement will impair or diminish the authority of the City and its responsibilities with respect to any City facility, event or program that is subject to the agreement.
- All gifted products, materials, services and financial contributions require City Manager (or designee) approval and must meet the specifications and standards used by the City in the purchase of similar material.

RESTRICTIONS

The City of Kirkland will not enter into Business Partnerships with any of the following:

- Partners that do not align with the City's mission and values.
- Police-regulated business, such as, but not limited to, adult businesses (activities restricted to adults); tobacco firms or marketers; groups advocating hate or violence; firms or groups advocating illegal or inappropriate use of drugs or other illegal activity; businesses or entities promoting adult materials or services or with sexual associations such as massage parlors, escort services or establishments featuring, for show or sale, X-rated or pornographic movies or materials; false, misleading or deceptive sponsorships/underwriters; businesses or entities whose materials, services or products are harmful to children.
- Parties involved in a lawsuit with the City.
- Companies that promote alcoholic beverages when the target market of the event, program or facility is under the legal drinking age.
- Parties involved in any stage of negotiations for a City contract; where a Business Partnership could impact negotiations.

This policy creates a consistent business practice internally and a valuable opportunity for our local businesses to partner and promote community values and their own businesses externally.

DRAFT

Business Partnership Policy
Chapter
Policy
Effective Date:

A. GENERAL

The City of Kirkland is committed to enhance Kirkland as a community for living, working, and leisure, with an excellent quality of life which preserves the City's existing charm and natural amenities.

The City welcomes partnership opportunities that enhance the delivery of City services as long as the services and products of those partners are consistent with and appropriate to the City's mission and lines of business.

The City recognizes the need for outside agencies and/or entities to support City-approved programs, projects, events, facilities, and/or other activities where such partnerships are done in a manner consistent with all applicable policies and ordinances set by the City. Under these conditions, City staff may actively pursue Business Partnerships that are mutually beneficial for all partners.

This policy provides guidelines for entering into Business Partnership agreements; developing and managing municipal and private partnership goals while remaining responsive to the public's needs and values. The following guidelines are established to maintain flexibility in developing mutually beneficial relationships with the business sector.

B. PURPOSE

The purpose of the policy is to outline the guidelines and procedures for entering into Business Partnership agreements.

This policy recognizes that Business Partnerships provide an effective means of generating new revenues and alternative resources to support City programs and facilities.

This policy is not applicable to gifts, grants or unsolicited donations in which there is no benefit granted to the corporation and where no business relationship exists.

This policy is not intended to cover or supplant such things as franchise agreements or regional efforts.

C. POLICY

It is the policy of the City of Kirkland that:

1. Business Partnerships will exist in accordance with guidelines and procedures set forth in the Business Partnership policy.

2. Business Partnerships must support the mission and policies of the City of Kirkland.

3. Business Partnerships will not result in any loss of the City's jurisdiction or authority.

D. DEFINITIONS

1. The City of Kirkland Mission and Values

Mission:

We are committed to the enhancement of Kirkland as a community for living, working and leisure, with an excellent quality of life which preserves the City's existing charm and natural amenities.

Basic Values

- Integrity
- Excellence
- Respect for the Individual
- Responsiveness

2. Business

Any licensed entity acting under a legal charter having its own rights, privileges and liabilities.

3. Business Partnership

A mutually beneficial business arrangement between the City and a business entity, wherein the entity provides direct financial support, contributions (i.e. pledge to raise funds) and/or in-kind services to the City in return for access to the commercial marketing potential associated with the City. Business Partnerships may include sponsorship of one or more of the City's programs, projects, events, facilities or activities.

A Business Partnership is distinct from corporate donations or gifts for which there is no recognition or compensation.

4. City

City of Kirkland and any of its full-time staff, elected and appointed officials, volunteers or anyone else representing the City of Kirkland

5. City Facility

All structures and real property owned by the City.

6. Business Services

A unit of the City of Kirkland Parks and Community Services department that explores opportunities and implements marketing, partnerships, contract administration and resource development.

7. Interdepartmental Business Partnership Committee (IBPC)

A committee which will include members from Parks and Community Services, City Manager's Office, Finance and Administration, City Attorney's Office, Planning and other departments, as appropriate, to review all Business Partnership requests for partnership and sponsorship agreements.

8. Request for Partnership

An open and competitive process whereby the City of Kirkland solicits proposals from qualified organizations that may be interested in participating in a partnership opportunity. All Requests for Partnerships will include a summary of the partnership opportunity, benefits of participation, and a description of the competitive process and selection criteria.

9. Partnership Categories

Type A – Site-specific Business Partnership: Any business, local merchant or branch of a business sponsors a time-limited event or program at an individual City facility.
i.e. – A dinner hosted at the Peter Kirk Community Center in conjunction with a specific event such as the Kirkland Steppers program.

Type B – City-wide Business Partnership: A business sponsors a time-limited program that is held at multiple City facilities or has a citywide presence.
i.e. – A ride your bike to work program with multiple sites hosting refreshments on various days throughout the bike riding season.

Type C – Temporary Logo or Recognition Display Partnership: A Business Partnership agreement that includes a display of recognition on City property for more than seven calendar days and less than one year in exchange for financial support and/or goods or services.
i.e. – The Scoreboard at Lee Johnson Baseball field displaying a logo on an annual basis

Type D – Long-term Business Partnership: An agreement that includes a business relationship for more than one year.
i.e. – A primary sponsor for a new indoor recreation center receiving naming rights for said facility.

E. RESPONSIBILITY

The City Manager (or designee) is authorized to enter into Business Partnership agreements.

The City Manager will consult with City Council, City Boards and Commissions and affected departments to seek recommendations as necessary and appropriate.

The Finance and Administration department will coordinate and track all Business Partnership agreements for the City, assuring a consistent, competitive and non-duplicative business practice.

The City shall always have the right to reject any submitted proposal. All partnership agreements shall be subject to all state, federal and local laws, ordinances, rules and regulations.

An existing City of Kirkland facility, event or program may be named by an individual, corporation, or other entity as recognition for financial support, where such naming is consistent with the City of Kirkland mission and values, and as authorized by City Council.

F. PROCEDURE AND PROCESS FOR DEVELOPING BUSINESS PARTNERSHIPS

The Interdepartmental Business Partnership Committee (IBPC) will meet on an as-needed basis to review all Business Partnership solicitations and sponsorship agreements.

Partnership levels or ranges for events, facilities, programs and venues will be developed annually to best maximize opportunities.

Each department soliciting a partnership will define the scope of the Business Partnership program or project, including a description of the community need, financial goals and general marketing strategy, and coordinate this with the IBPC.

The City may elect to advertise a Request for Partnership and implement an open and competitive bidding process for interested partners.

The IBPC will review and analyze all responsive proposals received through the Request for Partnership process and may award partnerships as appropriate.

All partnership proposals must be approved by the City Manager or designee.

The City will develop partnership agreements with business partners who comply with all applicable City policies and ordinances.

The City Attorney's Office will develop and maintain a boilerplate agreement to be used for all Business Partnership contracts. The contract will include the contractual relationship, terms, renewal, consideration of mutual value, description of programs, projects and activities, partnership rights and benefits, and termination provisions.

Each Business Partnership contract will be routed consistent with current contract routing procedures, including approval by the City Attorney's office.

Each department entering into a Business Partnership agreement will be responsible for:

- Coordinating efforts with the City Manager, or designee, for approval of each Business Partnership.

- Coordinating with the IBPC and all other affected City departments regarding the interpretation and application of this policy.

- Report all Business Partnership developments by said department to the Finance and Administration department for tracking purposes and to ensure consistency of business practices.

- All signage, displays and advertising proposed by sponsor will be reviewed by the IBPC, including the City's Code Enforcement Officer.

G. SELECTION CRITERIA

The City will determine and use selection criteria, based upon the nature and character of each proposed agreement, to evaluate potential Business Partnership opportunities. The selection criteria used to evaluate a prospective partnership may include, but are not limited to:

- The compatibility of the business's products, customers and promotional goals with the City's mission.

- The operating and maintenance costs associated with the proposed partnership.

- The timeliness or readiness of the business to enter an agreement.

- The actual value in cash, or in-kind goods or services given to the City.

- At all times, recognition for business partners must be evaluated to ensure the City of Kirkland is protecting the public's interest.

- The proposal is consistent with the monetary scale of each partner's contribution.

- All agreements must protect the City's assets and interests, and result in benefits to the City and its residents. No partnership agreement will impair or diminish the authority of the City and its responsibilities with respect to any City facility, event or program that is subject to the agreement.

- All gifted products, materials, services and financial contributions require City Manager (or designee) approval and must meet the specifications and standards used by the City in the purchase of similar materials.

H. RESTRICTIONS OF PARTNERSHIPS

The City of Kirkland will not enter into Business Partnerships with any of the following:

- Partners that do not align with the City's mission and values.

- Police-regulated business, such as, but not limited to, adult businesses (activities restricted to adults); tobacco firms or marketers; groups advocating hate or violence; firms or groups advocating illegal or

inappropriate use of drugs or other illegal activity; businesses or entities promoting adult materials or services or with sexual associations such as massage parlors, escort services or establishments featuring, for show or sale, X-rated or pornographic movies or materials; false, misleading or deceptive sponsorships/underwriters; businesses or entities whose materials, services or products are harmful to children.

- Parties involved in a lawsuit with the City.

- Companies that promote alcoholic beverages when the target market of the event, program or facility are youth under the legal drinking age.

- Parties involved in any stage of negotiations for a City contract; where a Business Partnership could impact negotiations.

Council Meeting: 03/02/2010
Agenda: New Business
Item #: 11. b.

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Kari Page, Neighborhood Outreach Coordinator

Date: February 18, 2010

Subject: Neighborhood Meetings with the City Council 2010/11 Schedule

RECOMMENDATION:

That the City Council approves the Neighborhood Meetings with the City Council 2010/11 schedule and provides direction to staff on meeting format.

BACKGROUND:

For over a decade, the City Council has held meetings with neighborhoods as a means to keep in touch with the interests and needs of the community. Four meetings are held each year on a rotating cycle so that all neighborhoods have the opportunity to meet with their elected officials every three years.

The process provides an opportunity for residents to meet City Council members and staff in an informal setting and discuss issues of interest to their neighborhood. The meeting format has changed slightly over the years, based upon Council direction.

Current process:

1. Invitation to attend meeting and submit questions: Each household within the selected neighborhood receives an invitational postcard about the meeting (see Appendix A). Residents are encouraged to enter their questions online, over the phone, or through email prior to the meeting. This provides staff and Council additional time to research the questions prior to the meeting and allows residents who cannot attend the meeting an opportunity to submit their comments.

2. Neighborhood Association "Hot Topics" List: In addition to the questions submitted by residents, a short list of "hot topics" identified by that particular Neighborhood Association's Board is provided to the City Council.

3. Agenda setting: The City Council sets the agenda for the meeting (at a regular City Council Meeting) based upon the list of "hot topics." Each Council member is assigned a topic from the list, checks in with the appropriate Department Director for information and updates, and gives a five minute presentation on his/her topic at the meeting. There is also time provided for additional comments and questions from the audience. Sample meeting agenda:

Typical City Council in the Neighborhood Meeting Agenda

7:00-7:05 Greetings and Introductions: Mayor
7:05-7:10 Comments from the Neighborhood Association Chair
7:10-8:15 Comments, Questions and Discussion – Neighbors and City Council
Budget and Finance: Mayor
Key Issues Update – City Council members
Annexation: Council member #1
Parks: Council member #2
Public safety and crime: Council member #3
Downtown development: Council member #4
Transportation: Council member #5
Planning and economic development: Council member #6
8:15-8:45 General Discussion
8:45 Adjourn

4. Department Directors and staff craft the answers to the questions submitted by the residents for a Q & A Handout at the meeting (see Appendix B). All questions and answers are provided to the City Council the week prior to the Neighborhood Meeting with the City Council. Answers to these questions are built into the Council's presentations.

5. After the meeting, a summary of all questions and answers are posted on the City's Neighborhood Meetings with City Council Web Page.

Proposed 2010/11 schedule:

The City Council traditionally holds Neighborhood Meetings with the City Council on the Neighborhood Association's regularly scheduled meeting nights to help promote neighborhood involvement by using consistent meeting dates. The proposed 2010/11 schedule includes:

Meeting Date	Neighborhood	Location
March, 2010	Postponed for new Council orientation and direction	
Tuesday May 11, 2010	South Rose Hill/Bridle Trails	Lake Washington Methodist Church
Wednesday October 6, 2010	Norkirk	Heritage Hall
Wednesday February 16, 2011	Totem Lake	Kamiakin Junior High
Wednesday April 6, 2011	Central Houghton	Houghton Fire Station

Possible Change to Meeting Format:

During the new City Council orientation process, interest was expressed in changing the meeting format and possibly reconsidering the cycle/geographical framework. If Council would like to make changes (for example moving to more of a "Town Hall" format), staff recommends revisiting the goals and objectives of the process before selecting the appropriate format/technique.

The following questions are suggested to help start the Council's considerations of possible changes:

1) What is the purpose of the Neighborhood Meetings with the City Council?
   Current purpose:
   - *Residents meet City Council members and staff in an informal setting and discuss issues of interest to their neighborhood.*
   - *Council stays in touch with the interests and needs of the community.*

2) What are the desired outcomes?
   Current outcomes:
   - *Residents get to know their Council members.*
   - *Residents get answers to their issues and questions.*
   - *Council gains an understanding of issues facing a particular neighborhood.*

3) How much control over content and preparation does Council want?
   Current preparation:
   - *Council has questions in advance and has time to discuss issues with each other and appropriate staff prior to meeting.*
   - *Council determines agenda and controls focus of meeting.*

4) How much depth or breadth of issues is appropriate? Is the meeting more about content or building relationships?
   Current depth of issues:
   - *On the average, Council addresses 20 to 40 questions/issues per meeting.*
   - *Generally the communication is one way (from council to the audience). There is little two way dialogue and limited problem solving between Council and participants.*

Staff will be at the March 2, 2010 Council meeting to receive direction on whether or not the Council wants to change the meeting format. With the guidance from the questions above, staff can return with specific options for Council consideration at the March 15 City Council Meeting. The first neighborhood meeting is scheduled for May 11 with the South Rose Hill/Bridle Trails neighborhoods so there is enough time to develop guidelines for the format of the meetings if it is the consensus of the City Council to do so (see Appendix C).

Appendix A
Postcard Invitation to Meeting

Highlands Neighborhood Meeting with City Council

Dear Neighbor:

The Kirkland City Council invites residents and business members of the **Highlands Neighborhood** to a Special Meeting of the City Council on **November 18 at 7:00 p.m.** at the City of Kirkland Maintenance Center, 904 8th Street. This is your opportunity to meet City Council members and City staff in an informal setting and to discuss City issues which may be of interest to you and your fellow neighbors.

The neighborhood Council meetings are part of the City Council's continuing effort to remain in touch with the interests and needs of the community. Those attending will be encouraged to raise any questions or comments relating to specific neighborhood issues or City services in general.

To help us prepare for the meeting, we ask that you submit your comments online at www.ci.kirkland.wa.us/neighborhoods by **November 2** so they can be answered by the meeting.

To receive a postage paid comment card, call (425) 587-3016 or e-mail neighborhoods@ci.kirkland.wa.us.

November 18, 2009, 7:00 p.m.–9:00 p.m.

City of Kirkland Maintenance Center, 904 8th Street

For more information, contact Kari Page, Neighborhood Services Coordinator, at (425) 587-3011 or kpage@ci.kirkland.wa.us.

We look forward to seeing you on **November 18**, 7:00 p.m. at the City of Kirkland Maintenance Center, 904 8th Street.

Appendix B
Q and A Handout from the last Neighborhood Meeting with City Council

Neighborhood Meeting with City Council
Highlands Neighborhood
Submitted Questions/Comments (13)
Meeting Date: November 18, 2009

Budget and finance: Mayor Jim Lauinger

1. What is the status of neighborhood matching grant funds?

   Response: *The Neighborhood Matching Grant Program was one of the programs identified by the City Council to receive cuts if Proposition 1/Kirkland Utility Tax was rejected (proposed 1.5 percent tax rate increase on electrical energy, natural gas, and telephone services). The measure failed which means the grants will be reduced from $3,500 to $615 per year per neighborhood in 2010. The grant application process has started for these grants with the submittal deadline of December 7, 2009.*

2. Sales tax is too volatile for the City budget. Is the City doing anything to encourage the State to adopt alternative taxing mechanisms (like an income tax)? What can citizens do to further this cause?

   Response: *Sales tax is an unstable revenue source within the City budget. Revenues decreased by 20 percent in 2009 from 2008. The reliance of our State's revenue structure on sales tax has been an on-going topic of discussion in the State Legislature. A Bill to establish a State income tax was introduced during the 2009 Legislative Session (SB 5104) although there is a question if the Washington State Constitution would allow a state income tax. Along with the Association of Washington Cities, the City of Kirkland has supported flexibility of existing revenues (use of Real Estate Excise Tax to maintain existing parks) and has encouraged new revenues for specific purposes (e.g. fee per barrel of oil to support surface water programs) but we have yet to be successful. The Highlands neighborhood is in the 45th Legislative District and is represented by:*

   - *Senator Eric Oemig—(360) 786-7672*
   - *Representative Roger Goodman—(360) 786-7878 or (425) 739-1810*
   - *Representative Larry Springer—(360) 786-7822 or (425) 739-1806*

   Additional contact information and links to email Legislators can be found on the Legislature's website: www.leg.wa.gov.

3. What is the status of the City's budget? Now that the utility tax vote is in, how will the City balance the budget? What cuts will be made? How can citizens help fill the gaps, perhaps through expanded volunteer opportunities?

   Response: *As of November 12, 2009, the City's budget is expected to fall short of adopted levels by approximately $13.1 million, which includes the $2.24 million revenue loss due to the failure of the voted private utility tax rate increase. The reductions associated with the failure of the utility tax vote are summarized on the City's website at: http://www.ci.kirkland.wa.us/budget. To balance the 2009–2010 budget, the City Council has taken a variety of actions including expenditure and service reductions, increasing revenue, and using reserves. At its November 12 meeting, the City Council was presented with other recommendations. A summary of the causes of the shortfall and the recommended strategies to re-balance the budget are summarized in the packet for the budget Special Study Session, available at: http://www.ci.kirkland.wa.us/depart/council/Agendas/agenda111209.htm.*

4. Exactly what happened to the $12 million that the City thought it had? Who is responsible and what is going to done to recoup the money?

Response: *The anticipated shortfall from the City's adopted 2009–2010 budget is primarily driven by declines in City revenues in several categories:*

- *It is the City's practice to budget sales tax revenues at the level received in the prior year. The 2009–2010 revenues were budgeted consistent with 2008 receipts, but actual revenues have fallen short of projections by 20 percent. This results in a revenue reduction for the two-year period of $5.4 million.*
- *With the failure of the voted private utility tax increase, $2.24 million in utility tax revenue is removed from the 2010 budget. In addition, revenues from the existing utility tax have declined $2.5 million due to changes in consumer habits (reducing telecommunications and cable tax revenues that had been growing in past years) and rate decreases that were not planned by the private utilities in 2008 when the budget was adopted (most notably, a 17 percent reduction in natural gas rates versus the previously projected 5 percent increase).*
- *The City restructured its business license fee to be a charge based on the number of full-time equivalent employees (FTEs). The budget projections were based on 2008 actual employee counts; however, due to increased unemployment and more refined FTE calculations by businesses, revenues are projected to fall short of budgeted levels by $1.3 million during the biennium.*

As indicated in the response to the prior question, the City Council was presented with recommendations to re-balance the budget at the November 12, 2009 Budget Special Study Session. The packet for the Study Session, available at: http://www.ci.kirkland.wa.us/depart/council/Agendas/agenda111209.htm.

5. In the past I would have voted for the Prop1 Utility Tax, almost without thinking about it. Since you decided to go forward with the municipal version of a subprime loan and annex land that you probably can't afford now and definitely won't be able to afford 10 years from now, I am finding it difficult to support new funding for you. Particularly since you made this decision against the wishes of the people you are supposed to represent.

Response: *With the failure of the voted increase to the private utility tax rate, the City will be reducing service levels in a variety of areas (specific details are provided on the City's website at: http://www.ci.kirkland.wa.us/budget.*

If the final result of the election is that the annexation passes, the City will develop its 2011–2012 budget recognizing the effective date selected by the City Council and the funds available from the State sales tax credit. As in all years, the City will adopt a balanced 2011–2012 budget, reflecting the level of service that can be supported from these resources.

Annexation: Deputy Mayor Joan McBride

6. If the Annexation vote passed, what's next? If it didn't pass, what happens?

Response: *The results of the November 3rd General Election are scheduled to be certified on November 24. If the annexation measure passes by 60 percent or more, the City Council will pass an Ordinance at a future Council meeting setting the effective date of the annexation. If the measure does not pass by 60 percent or more, the City Council may discuss if they wish to accept the annexation without extending the existing debt to the area. Since the election results are not certified until November 24, the Council has not yet had this conversation. Visit the Annexation webpage at http://www.ci.kirkland.wa.us/annexation to sign up for e-mail updates.*

Parks: Councilmember Tom Hodgson

7. What is the status of the railroad trail?

Response: *The Port of Seattle announced on November 6 that the Port, King County, Sound Transit, Puget Sound Energy (PSE) and Cascade Water Alliance (CWA) have signed a Memorandum of Understanding (MOU) outlining future intentions related to purchase and future use of the 42-mile Eastside Rail corridor. The non-binding MOU provides the mechanism for the Port to complete the purchase of the corridor from BNSF, and the transaction is now scheduled to close on December 15.*

Once the Port takes over ownership, the County and Sound Transit would then negotiate with the Port to acquire the segment between Renton and Woodinville (which includes the Kirkland segment) with PSE and CWA and intends to procure utility easements as part of the deal. The rail corridor will be preserved for dual transportation and recreation uses under the federal rail banking program. King County intends to develop a bike and walking path along portions of the corridor and Sound Transit has an interest in preserving the corridor for possible future high capacity transportation needs.

No specific timeline has been established for how/when redevelopment of the corridor will proceed. More information will likely be available in the months ahead. A multi-use trail within the corridor, referred to as the Cross Kirkland Trail, is one of Kirkland's highest priority non-motorized transportation projects and is identified in the City's Active Transportation Plan.

Resources:

- *Port of Seattle website: http://www.portseattle.org/business/realestate/eastsiderail.shtml*
- *King County Council website: http://www.kingcounty.gov/council/issues/corridor.aspx*
- *City of Kirkland website: http://www.ci.kirkland.wa.us/depart/Public_Works/Transportation___Streets/Regional_Transportation_Planning/Eastside_Rail_Corridor.htm*

For more information, contact David Godfrey, Transportation Engineering Manager, Public Works Department at dgodfrey@ci.kirkland.wa.us or (425) 587-3865.

8. Can we make improvements to the railroad crossing by Cotton Hill Park for the junior high kids?

Response: *At this point in time this crossing is still on private property (i.e. BNSF). Once ownership of the rail corridor is resolved, the City can investigate possible interim improvements to the crossing. The City's Active Transportation Plan identifies this location as an important east/west route for the City's bicycle and pedestrian trail network. However, funding for constructing any major improvements has not been secured at this time. For more information, contact Jason Filan, Park Maintenance and Operations Manager, Parks and Community Services Department at jfilan@ci.kirkland.wa.us or (425) 587-3341.*

Public safety and crime: Councilmember Dave Asher

9. Are crime rates rising? What can citizens do?

Response: *While there have been slight increases in some crime categories such as identity theft, there are reductions in other crimes, such as auto theft and car prowls. It is important to remember that due to Kirkland's relatively low instances of violent crime, any percentage of change will seem significant. For instance our statistics reflect a 75 percent increase in aggravated assaults resulting from bar fights. This percentage of increase may seem alarming at first glance, but closer examination revealed that in 2007 four such instances and in 2008 there were seven instances for the entire City of Kirkland. The City of Kirkland continues to be a safe place to live and the safety of our community remains our top priority.*

How can citizens help?
As a citizen, it is important to work in partnership with your community, neighborhood, and police department. A strong sense of "neighborhood" is a powerful tool in fighting crime. The Police Department encourages you to become involved and get to know your neighbors. A closely knit neighborhood can become the eyes and ears for the police, maximizing their ability to provide for your safety. For more information, contact Officer Allan O'Neill, Neighborhood Resource Officer, at aoneill@ci.kirkland.wa.us or (425) 587-3451.

Planning and economic development: Councilmember Jessica Greenway

10. What is the status of Parkplace redevelopment, opportunities for citizen input, and timeline for completion?

Response: *The Parkplace project is now going through a design review process. The applicant is preparing designs for each of the proposed buildings and open spaces on the site. The City's Design Review Board (DRB) has the authority to approve these designs in accordance with design guidelines adopted by the City Council. Because this is a large and complex project, the process has involved several meetings to date and is likely to take several more. The DRB met on Monday, November 16 and the project may be discussed at future meetings. Once the Board has completed its review and if it issues an approval, the applicant may proceed to submit building permit applications. Given the state of the economy, permit application may not happen for some time. For more information, contact Angela Ruggeri, Senior Planner, Planning and Community Development at aruggeri@ci.kirkland.wa.us or (425) 587-3256.*

11. What is the status of downtown redevelopments and timeline for completion?

Response: *In addition to Parkplace discussed above, there are currently four notable developments in the downtown. The most significant is construction of a mixed use project on the corner of Lake Street and Kirkland Avenue. The project will have ground floor commercial uses including the Bank of America (which has temporarily moved to the east) and sixty six upper level senior housing units within four stories above the commercial. A large pedestrian plaza will be located on the corner. For more information, contact Janice Soloff, Senior Planner, Planning and Community Development at jsoloff@ci.kirkland.wa.us or (425) 587-3257.*

Another much smaller project is under construction on Central Way just east of 3rd Street. The project has three stories with a retail space on the ground floor and residential or offices on the floors above. For more information, contact Susan Greene, Planner, Planning and Community Development at sgreene@ci.kirkland.was.us or (425) 587-3252.

Building permits were recently submitted to remodel a small building located on the south side of Central Way adjacent to Marina Park. For more information, contact Tony Leavitt, Associate Planner, Planning and Community Development at tleavitt@ci.kirkland.wa.us or (425) 587-3253.

A larger redevelopment project was recently approved by the Design Review Board on the east side of Lake Street in the vicinity of Hectors restaurant. The project will leave in place the older portion of the Hectors building as well as the portion of the Waterfront Market building that extends along Lake Street to the intersection with 2nd Avenue South. The existing buildings in between those buildings will be torn down as will the portion of the Waterfront Market building that now houses the Calabria restaurant. Calabria will be relocated to another part of the building. Between Hectors and the Waterfront Market will be a new two- and three-story building. Surface parking for the development will remain at the back of the site. Building permits for this project are expected to be soon. For more information, contact Jon Regala, Senior Planner, Planning and Community Development at jregala@ci.kirkland.wa or (425) 587-3255.

Miscellaneous

12. I live in the Highlands neighborhood on a hilly street on 114th Place NE. I realize that we live in a challenging location for snow and ice and we prepare for it by parking uphill. My complaint is not about the snow response per se but the aftermath. I don't expect the neighborhood streets to be plowed or sanded during the midst of the snow; however, the aftermath response was critical for this storm. Our street as well as the segment of 116th Avenue NE which is designated as a Priority 1 snow route street was never plowed north of NE 100th Street.

I called the non-emergency police number three times over the weekend to ask for a plow to no avail. I was told that the plows were not running on the weekend! This **is a public safety issue and that is why I have included Police and Fire on this email.** Fortunately, we did not have any emergency over the weekend that required police or fire. If we did then we would likely have slow response and the possibility that services could not make it to us. This scenario is acceptable and understandable to me during the storm because most of the city would be in the same condition. It's a fairness issue. On Friday most main streets were clear and had a huge advantage with respect to public services-police, fire, mail, FedEx, etc. Neighborhoods like ours still had cars stuck and abandoned until Sunday. We were unable to make it up our hill until Sunday only after many hours of breaking ice and shoveling snow on our street. We have clear ruts to drive in but still a lot of ice and snow on our street as of this morning.

I would like the city to:

a. Make a better effort to clear priority 1 snow routes
b. Plow neighborhood streets once the ones with more priority are clear

I look forward to coming home this evening to a street that has been plowed. I am also interested in finding out if our neighborhood can solicit a private plow for the city street or whether a special permit is required.

Response: *The snow storms of December 2008 were beyond the capacity of every city in the region. Fifteen consecutive days of snow is out of the ordinary for our part of the country. Although we strive to do our best and our crews were working around the clock (including the holidays), some inconveniences were unfortunately inevitable. We apologize for the inconveniences you may have experienced on your particular street.*

Major arterials, bus routes, and roadways that lead to schools, police and fire stations, freeway interchanges and Evergreen Hospital are "Priority 1" streets. In reference to the Highlands Neighborhood, all of 116th Avenue is on our first priority route and 112th Avenue is on the second priority route. The City has added the steep hill portion of NE 104th Street to its closure list.

Even with our budget shortfall where public works has reduced $3 million from its general fund allocation, the City has purchased three small plows and a de-icer for a more comprehensive snow response in the future. We appreciate the patience and cooperation on the part of the public and will continue to do our very best. For winter preparedness information, go to http://www.ci.kirkland.wa.us/prepare.

13. Pedestrians walking east on NE 87th to 116th Ave NE on the south side of the street encounter a dangerous stretch of the path/walkway/sidewalk where their path has to negotiate on the edge of the roadway next to heavy brush and foliage. If there are cars at the same point, travelling at opposite directions, there is no room for the pedestrian. It's a situation for an accident waiting to happen. Can this area be cleared?

Response: *Yes. We will contact the property owner and make sure they trim the area. For more information, contact Noel Schoneman, NTCP Coordinator, Public Works at nschoneman@ci.kirkland.wa.us or (425) 587-3870.*

Appendix C
Proposed Schedule For **South Rose Hill / Bridle Trails** Neighborhood Meeting with the City Council

	Task	Date
	Council Meeting (assign topics)	April 20
	Residents Receive Mailing	April 9
	Directors Answer Questions	April 19-May 3
	City Council Receives Questions and Answers	May 4
	Meeting date	May11

March

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

April

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

May

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

Council Meeting: 03/02/2010
Agenda: New Business
Item #: 11. c.

CITY OF KIRKLAND
Information Technology Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3050
www.ci.kirkland.wa.us

MEMORANDUM

To: David Ramsay, City Manager

From: Brenda Cooper, Chief Information Officer

Date: 02/19/2010

Subject: Google Request for Information (RFI) for Community Interest in High Speed Broadband Network

RECOMMENDATION

Google has requested that cities, counties, and communities let them know if they are interested in being a development site for an experimental, very high speed broadband network that Google plans to build. We recommend that the Kirkland City Council support a response from the City to Google requesting consideration of Kirkland (including the annexation area) for this network. We also request that the Council support this application in its dealings with the community.

A brief presentation at the city council meeting will include playing the Google YouTube video about this RFI and collecting any questions or comments that you have.

We hope to return to the next Council meeting and present status, as well as collect a letter of support. We hope to have the draft of the RFP close to completion at that time as well.

BACKGROUND DISCUSSION

On February 10th, Google released a YouTube Video and website about this project, which you can find at https://www.google.com/appserve/fiberrfi/public/options. A narrative version of Google's goals that came from a Google spokesperson is:

> *Above all, we're interested in deploying our network efficiently and quickly, and are hoping to identify interested community partners that will work with us to achieve this goal. To that end, we'll use our RFI to identify interested communities and to assess local factors that will impact the efficiency and speed of our deployment, such as the level of community support, local resources, weather conditions, approved construction methods and local regulatory issues. We will also take into account broadband availability and speeds that are already offered to users within a community.*

There are two types of responses that Google's RFI is requesting by March 29th:

- The City must complete a detailed informational questionnaire that requests information about a variety of processes such as permits, available conduit capacity, and demographic data. The Google RFI also includes questions about our city-based support for this project, including support from the Council and City Manager.
- Google has also asked that community members nominate their cities. There is a fairly simple questionnaire that citizens can fill out related to their nominations.

There are opportunities to use Google Maps and YouTube to submit supporting information and statements. The City will work on some of this with its part of the submittal, and is also supportive of citizen development of YouTube and Google Maps.

After March 29th, Google will evaluate the responses they have received and select some number of cities to learn more about. At this time we believe Google may select a city or cities near the end of the year in 2010 and want to start building the network shortly after that.

Although this causes some concern because of timing of this project and the effective date of the annexation, we believe that this network presents a nearly unprecedented opportunity to improve the lives of our citizens through access to an open network with multiple service providers which is also being used by a leading company in the Internet space to test and develop ideas and products that will be of value well into the next decade.

Council Meeting: 03/02/2010
Agenda: New Business
Item #: 11. d.

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

MEMORANDUM

To: David Ramsay

From: Ellen Miller-Wolfe, Economic Development Manager

Date: February 23, 2010

Subject: New Tourism Branding Recommendation

RECOMMENDATION:

The Lodging Tax Advisory Committee (LTAC) met on February 9, 2010 and recommended that the City Council adopt a new logo and strapline for the Tourism Program.

BACKGROUND DISCUSSION:

Based upon the recommendation of the LTAC, the City contracted with the branding firm of NorthStar Destination Strategies, Nashville, Tenn. in February, 2009 to update the logo and strapline, and also to recommend a color palette as well as applications and strategies for disseminating the new Kirkland brand. During the first phase of the project, NorthStar met with stakeholders that included Council, the Lodging Tax Advisory Committee (LTAC), pertinent Boards and Commissions, hoteliers, retailers and others involved in the Kirkland's tourism offering. NorthStar also studied the relationship of Kirkland to its neighboring communities - specifically what distinguishes Kirkland from these other locales. NorthStar identified the demographic of the average Kirkland visitor and the reasons given for their trip – some of this data coming from leads (people seeking more information about Kirkland) that the Tourism Program receives monthly from Sunset Magazine.

The LTAC appointed an advisory committee comprised of then Chair, Tom Hodgson, Rebecca Devere (local artist), and City staff representing facets of Kirkland tourism including Jenny Schroeder, Ellen Miller-Wolfe, and Dimitri Ancira. The advisory committee continued to work with NorthStar to hone the eventual product, and in December, 2009, a community meeting was held where NorthStar presented its final report to the City Council and any interested parties. As noted above, the LTAC met in February, 2010 and recommended approval of the logo and strapline.

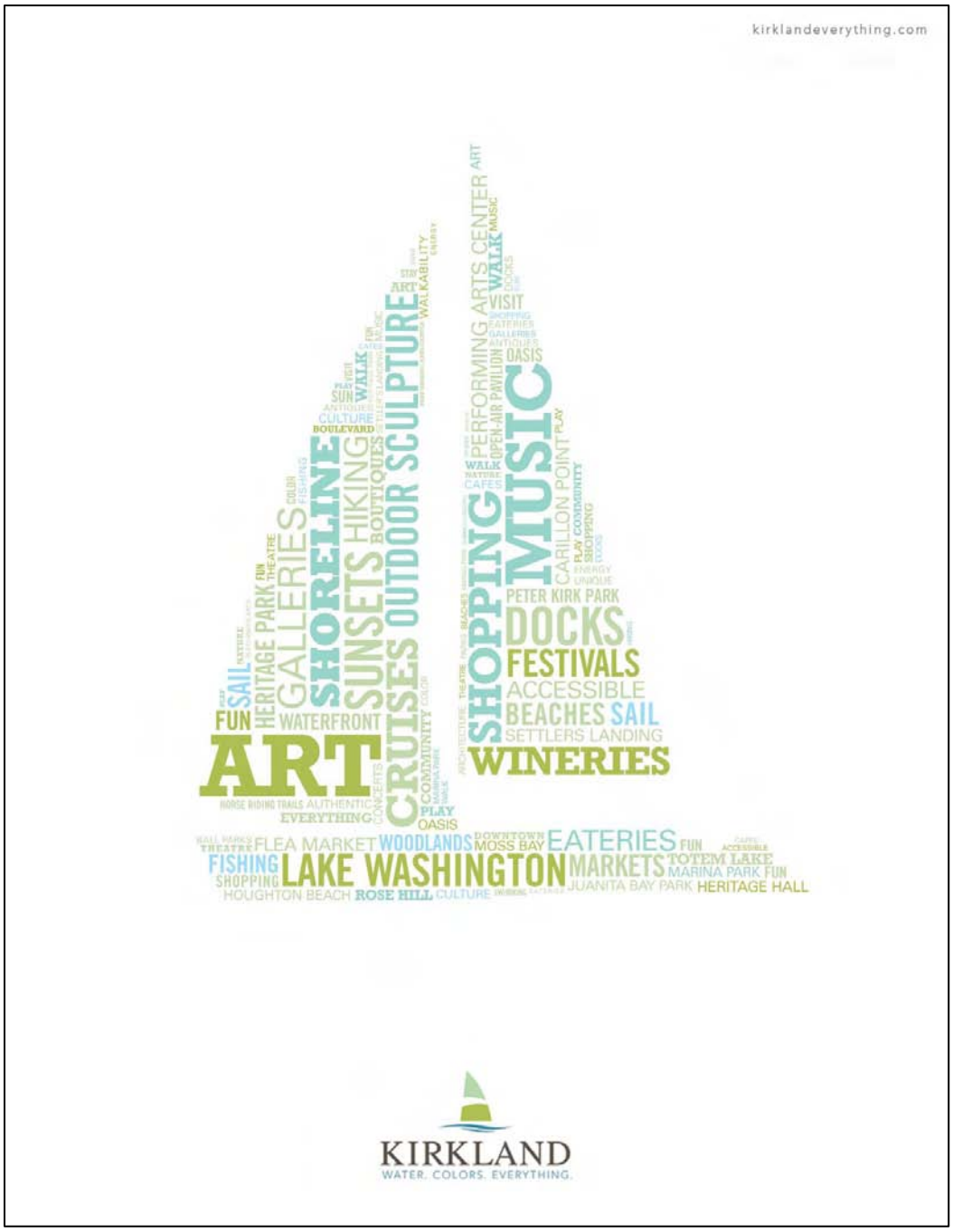
The logo, depicting a sailboat with the word Kirkland and the strapline, "Water.Colors.Everything.", is based on NorthStar's finding that not unsurprisingly, the main draw for Kirkland is the waterfront, and additionally, Kirkland is known as a getaway with a unique 'art vibe.' Please find attachments of the logo, strapline and some possible applications. The logo and strapline will be utilized on the rebuilt exploreKirkland website as well as in all print collateral materials and advertisements.

KIRKLAND

WATER. COLORS. EVERYTHING.

Possible Application 1

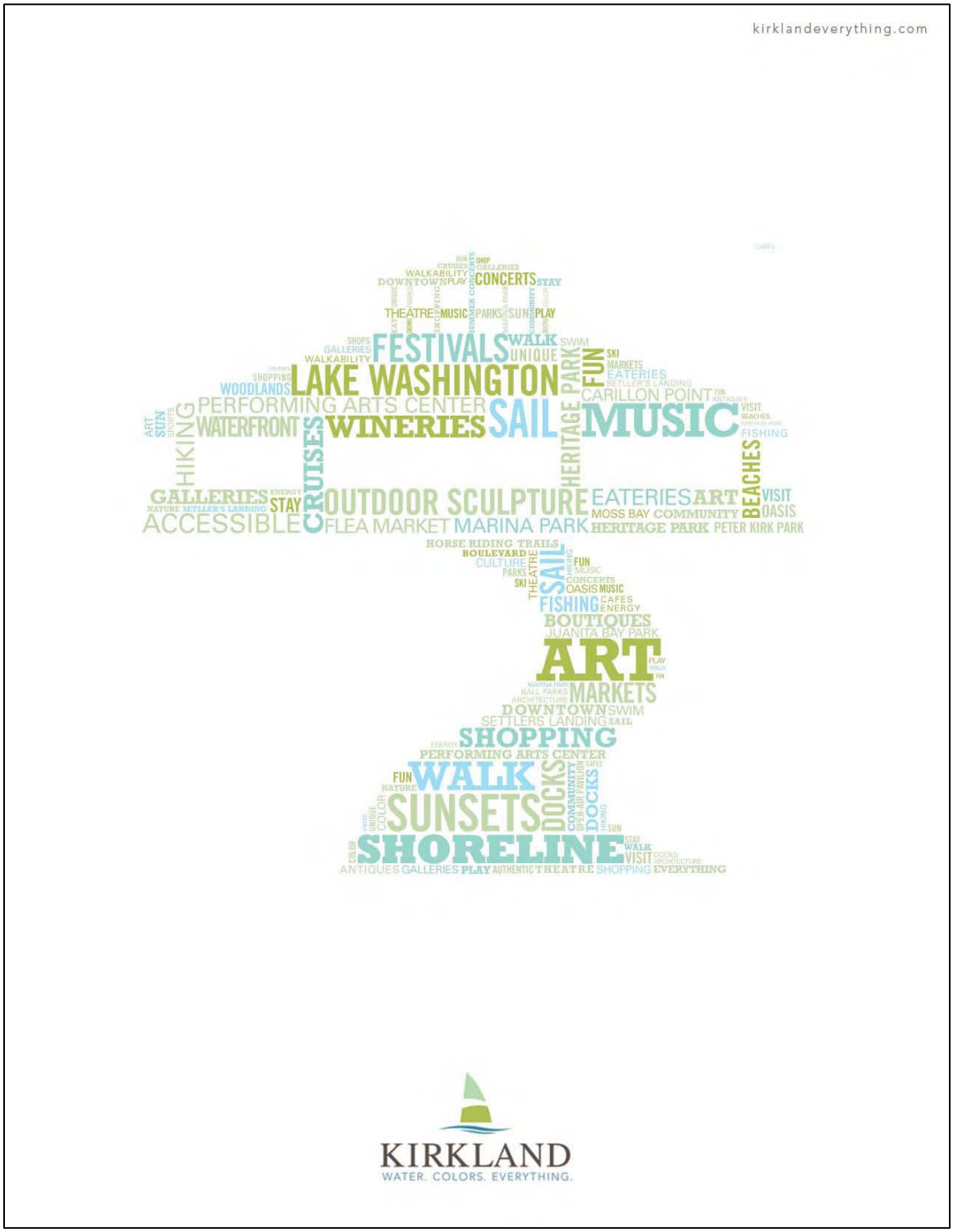
GENERAL AD



Possible Application 2

CONCEPT #1

GENERAL AD



Possible Application 3

CONCEPT #1

E-NEWSLETTER

Jennifer Williams

From: Explore Kirkland [explorekirkland@service.govdelivery.com]
Sent: Wednesday, October 21, 2009 12:55 PM
To: jennifer@northstarideas.com
Subject: November Kirkland Events Guide

SHOPPING PLAYS WOODLANDS THE BOULEVARD FUN
NOVEMBER CALENDAR
TURKEY SUNSETS ART HERITAGE PARK
HOLIDAYS EXCITEMENT FAMILY OUTDOOR SCULPTURE

KIRKLAND
WATER. COLORS. EVERYTHING.

A BOUNTIFUL HARVEST SEASON

KDA ANNUAL DOWNTOWN TREE LIGHTING

On November 28, bring the family to Marina Park along Kirkland Avenue and welcome in the holiday season. The event runs from 4:00-8:00 p.m., tree lighting at 6:00 p.m. Enjoy treats from many local restaurants, shop for presents at downtown merchants, and visit with Santa Claus! Activities include a gingerbread house display at Merrill Gardens, local choirs and bands, kids' crafts stations, KPC activities, and more. Bring a donation to support Hopelink's Toy and Gift Drive. Details: www.kirklanddowntown.org.

CELEBRATE "SAMHAIN" AT WILDE ROVER

Mark the end of the harvest season and beginning of the "dark" winter season at Wilde Rover's Samhain celebration, November 1- 7 in downtown Kirkland. The first of its kind event in the Northwest. Festivities include special menu items, Irish music and dancers, Irish history memorabilia, and prizes. Events on November 1 include a scavenger hunt and kids' face painting. Details and full schedule: www.wilderover.com.

19TH ANNUAL INVITATIONAL SMALL WORKS SHOW AT HOWARD MANDVILLE

Howard Mandville, in downtown Kirkland along Park Lane, presents this Small Works Show November 5-30. Paintings by more than 100 regional and nationally renowned artists. Reception and sale is November 14 from 5:50 p.m.-8:30 p.m. Intent to purchase names taken during preview period, November 5-14. Details and show hours: www.howard-mandville.com.

KIRKLAND ARTS CENTER 2009 HOLIDAY ARTS SALE

This annual sale, featuring fine arts and crafts made by KAC instructors, members, and students, begins on November 27. A oncea- year opportunity to find that perfect gift or something unique for yourself! Items include ceramics, glass, decorative sculpture, painting, and prints. This year's sale takes place at Kirkland Parkplace, 336 Park Place in downtown Kirkland. Details: www.kirklandartscenter.org.

ARGOSY CHRISTMAS SHIP FESTIVAL

Beginning November 28, enjoy the annual ships on parade. The official Christmas Ship, The Spirit of Seattle, leads decorated parade boats and private vessels that forming the largest holiday flotilla in the world. Each night, the flotilla cruises to different waterfront locations and features choir performances. For full details, schedule and marina departures, bonfire locations, or tickets: www.argosycruises.com.

STAY, PLAY & EXPLORE

RECONNECT AND RENEW AT THE WOODMARK HOTEL

Includes overnight accommodations, guaranteed room upgrade and an exclusive welcome amenity: an original colored glassbaby, hand-blown glass candle holder to take home as a reminder to find time to reconnect with one another. A value at $199. Valid through December 30, 2009. For details and additional Woodmark Packages: www.thewoodmark.com.

THINK THE HEATHMAN HOTEL FOR HOLIDAY PARTIES

Get a 4-diamond experience for your holiday party this season. Contact the Heathman Hotel's sales team at 425.284.5800 or sales@heathmankirkland.com and inquire about dates and special menus for this festive time of year. For more information on the Heathman Hotel, including packages: www.heathmankirkland.com.

SPIRIT TO PRESERVE THE RAINFOREST

Book a meeting at the Courtyard by Marriott in Kirkland to be held during select dates until December 31, 2011. Marriott makes a contribution equal to 5% of the total cost of the group's guest rooms on behalf of the Amazonas Sustainable Foundation, helping protect and preserve the Juma Reserve in Brazil's Amazon Rainforest. Details: www.marriott.com/SEATC.

Lorem ipsum mea et summo fuisset contentiones, per at mutat nihil persequeris. Quod mollis legimus eu nam, eius noster alterum no sed, vocent habemus interesset ex mei

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Council Meeting: 03/02/2010
Agenda: Reports
Item #: 12. a. (1).

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

MEMORANDUM

To: Dave Ramsay, City Manager

From: Marilynne Beard, Assistant City Manager
Robin Jenkinson, City Attorney

Date: February 23, 2010

Subject: CITY COUNCIL ETHICS CODE DEVELOPMENT PROCESS

RECOMMENDATION:

City Council receives a recommendation from the Council ethics subcommittee regarding the proposed process for developing an ethics code and authorizes staff to begin implementation.

BACKGROUND DISCUSSION:

At the February 2 meeting, the City Council appointed a Council subcommittee charged with creating a process for developing a community-based ethics code. Mayor Joan McBride, Councilmember Dave Asher and Councilmember Doreen Marchione were appointed to the subcommittee. On February 23, the subcommittee met and proposed the following process and timeline:

Scope

The subcommittee agreed that the Council should develop a code of ethics as well as code of conduct.

Process

Expert/Citizen Committee

The City Council expressed interest in appointing an ad hoc committee, of five to seven members, to develop an ethics code and code of conduct. The subcommittee discussed the types of expertise and/or experience that would assist in writing an effective ethics code including:

- Direct experience in government (especially municipal government)
- Current or former elected officials
- Participation by the faith-based community
- Ethics practitioners
- Academics in the fields or ethics or law
- Legal expertise, e.g. attorney or retired judge (an analyst or attorney from the Municipal Research and Services Center or the Public Disclosure Commission was discussed).
- Service on non-profit or public agency boards

The subcommittee agreed that Kirkland residency was not a requirement, but that it should be taken into consideration in combination with the areas of expertise noted above. Potential committee members may

be solicited directly by the City Council or may submit letters of interest to the City Council. A list of interested individuals will be forwarded to the Council subcommittee which will make a recommendation to the full Council.

Code Development Process and Interface with City Council

While the committee selection process is taking place, the City Council will be asked to provide input on particular elements that they want the ethics code or code of conduct to include. This will take place at a regular Council meeting in March.

Once a committee is selected, the members will meet once with the Council subcommittee to receive a summary of the Council's interests and to have an opportunity to ask questions before they begin their work. The committee will receive staff support from the City Attorney and Assistant City Manager and will have at least one mid-point check-in with the Council subcommittee. Staff will provide regular updates to the full City Council on the progress of the committee at regular Council meetings. The committee will select a chair from among its members. It is anticipated that the process should be completed within approximately six months with consideration given to summer schedules. The subcommittee suggested that the ethics committee develop options for Council consideration rather than one "finished" product. The subcommittee also stressed the importance of formal adoption of the code of ethics/code of conduct and that individual council members should also formally commit to the code . All new council members would receive training and would also be asked to formally commit to the adopted code.

Suggested Timeline

March 2, 2010	**City Council Meeting**
	-City Council receives subcommittee recommendation on process, modifies as needed and authorizes staff to implement
	-An announcement calling for letters of interest from members of the public interested in serving on the committee will be made under the "Announcements" section of the agenda
March 3 – 19	**Committee Recruitment**
	-Call for letters of interest from interested individuals that meet the criteria adopted by the City Council
	-Individual City Council members contact individuals that meet the criteria to determine if they are interested in serving on the committee. Interested individuals will be asked to submit a letter of interest.
March 16, 2010	**City Council Meeting**
	-City Council provides direction with regard to specific elements to be included in an ethics code or code of conduct
Week of March 22	**Subcommittee Meeting**
	-City Council subcommittee meets to review letters of interest and to develop a recommendation to the full Council for committee membership

April 6, 2010	**City Council Meeting**
	-City Council formally appoints committee members
April – June	**Committee Meetings**
June	**Joint Meeting of Ethics Committee and Council Subcommittee**
	-Conduct mid-point check-in with Council subcommittee
September, 2010	**Ethics Committee Presents Recommendations to City Council**

Summary and Next Steps

If the City Council concurs with the process and timeline described in this memo, staff will conduct an outreach effort to solicit letters of interest.

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

MEMORANDUM

To: David Ramsay, City Manager

From: Erin Leonhart, Intergovernmental Relations Manager

Date: February 18, 2010

Subject: 2010 LEGISLATIVE UPDATE 5

As of the March 2 Council meeting, the 2010 State Legislative session will be in its tenth week. February 26th is the last day for committees to pass bills from the opposite house (except fiscal and transportation committees) and March 1st is the cutoff for bills in the fiscal and transportation committees. This is an update on the City's interests as of February 17th. As the legislative deadlines approach, changes happen rapidly. Status reports from Gordon Thomas Honeywell for February 22nd and March 1st will be emailed to Council in advance of the meeting on March 2nd.

COUNCIL LEGISLATIVE COMMITTEE – FEBRUARY 8

Members of the Council Legislative Committee (Council Member Asher and Council Member Marchione) met on February 8th to discuss the status of bills and other legislative issues.

State Sales Tax Credit – Conversations with Representative Springer and staff from the Department of Revenue are increasingly discouraging. Council considered an Ordinance to institute the sales tax credit at the February 16th meeting as notice is due to the Department of Revenue by March 1st in order to enact the credit on July 1, 2010.

Fiscal Flexibility Package (HB3179 and SB6424) – The Senate considered SB6424 during an executive session on February 9th. The proposed substitute bill includes:

- Eliminating the following non-supplant clauses until January 1, 2014:
  - 0.1% criminal justice sales tax for cities and counties
  - 0.3% public safety sales tax for cities and counties
- Allowing county council/commission authority for the 0.3% public safety sales tax through 2014. Revenues split 60 – 40 county/cities. Voter approval required after 2014.
- Allowing city council authority to levy 0.1% of the 0.3% public safety sales tax after 2010 if the county doesn't act or use the entire .3%. Retain the current 85-15 city/county split. Voter approval required after 2014.
- Allowing the second 0.25% real estate excise tax to be used for the same purposes as the first 0.25% through 2014 (broadens use to include parks, recreational facilities, law enforcement facilities, fire protection facilities, trails, libraries, administrative and/or judicial facilities, and river and/or waterway flood control projects).
- Allowing both 0.25% real estate excise taxes to be used for park maintenance and operations expenditures and maintenance of capital facilities through 2014.
- Expanding the gambling tax to include public safety until 2014 (it is currently authorized for gambling enforcement purposes only).

The House Finance Committee's combined bill is HB3179 and the 1st substitute passed out of committee on February 9th. It includes all items in SB6424 in addition to clarification related to collection of brokered natural gas tax and flexibility of hotel-motel tax revenues.

Growth Management Act Extension (SSB6611 and SHB2992) – Bills calling for a one-time, three-year extension of comprehensive planning related to the State Growth Management Act (GMA) passed out of committee in both the House and the Senate. Legislation that would permanently change the cycles from 7 years to 10 off the table for now but the Department of Ecology and Governor's Office interested in talking about this during the interim (the period between Legislative Sessions).

Expansion of Wrongful Death Statute (SB6508) – The Association of Washington Cities (AWC) is seeking help to oppose. Since this issue is not included on the 2010 Legislative Agenda, Erin Leonhart presented to Council for direction on February 16th. Council member Marchione contacted Senator Oemig to discuss AWC's concerns about increased liability.

- Passed out of the Senate Government Operations & Elections Committee and executive action was taken in Senate Ways and Means Committee on February 9th.
- Existing law currently allows wrongful death claims by spouses, children, and parents of adult children who are financially dependent on that adult child.
- This bill allows parents of adult children to file a claim when the parents had significant involvement in the adult child's life. The bill also increases the cost of claims by allowing non-economic or punitive damages for pain and suffering.
- AWC's Risk Management Services Agency estimates SB6508 to have a fiscal impact of up to an additional $2 million per claim.

Public Disclosure Request Exemption (SSB6428) – Substitute Bill passed out of committee. The substitute changed the definition of investigative agency for the purpose of exempting disclosure of personal information of persons filing complaints with investigative agencies.

Storm Water Funding (SB6851 and HB3181) – Long-awaited bills to establish funding for state and local storm water projects were referred to committees. Both bills include:

- Additional 1.3% "imposed on the privilege of possession of hazardous substances in this state" (Model Toxics Control Act tax, currently 0.7%, approved by voters in 1988)
- Creates a storm water account
- Through June 2011, 20% must be deposited in storm water account
- July 2011 - June 2015, 45% must be deposited in storm water account
- June 2015 and after, 70% must be deposited in storm water account
- Grant monies must be used by local governments in three primary ways:
  - To fund local government projects or activities that mitigate or prevent contamination of storm water. Monies allocated for this purpose must be matched by local funds. Generally, 50 percent of the money in the Storm Water Account must be used for these purposes;
  - To fund retrofit programs that address contamination of storm water or projects that mitigate the air deposition of storm water. Generally, 40 percent of the funds in the Storm Water Account must be used for these purposes; and
  - To fund existing storm water grant programs. Generally, 10 percent of the funds in the Storm Water Account must be used for these purposes.

Exemption from impact fees for low-income housing (SHB2566) – ARCH requested Kirkland's help to get this bill pulled to the House floor for a vote. This legislation is consistent with the 2010 Legislative Agenda. Council member Marchione agreed to contact Representatives Eddy and Springer.

League of Women Voters – "They Represent You" booklet for Council – Committee requested copies of the annual pamphlet that provides contact information for elected officials. The booklets were delivered to Council members' in-boxes in the Council Study.

COUNCIL LEGISLATIVE COMMITTEE – FEBRUARY 16

The Council Legislative Committee (Deputy Mayor McBride, Council Member Asher and Council Member Marchione) met on February 16th to discuss the status of bills and other legislative issues.

Fiscal Flexibility (ESHB3179 and ESSB6424)

- Engrossed Substitute Senate Bill 6424 passed out of the Senate on February 15th
  - Includes flexibility for: Public Safety 3/10% Sales Tax, Gambling Tax, Real Estate Excise Tax
- Engrossed Substitute House Bill 3179 passed out of the House on 2/16
  - Includes flexibility for: Public Safety 3/10% Sales Tax, Gambling Tax, Real Estate Excise Tax, County and City Utility Tax, Brokered Natural Gas

Kirkland's Lodging Tax Advisory Committee expressed concerns about Hotel-Motel Tax flexibility and asked that Kirkland oppose that section of HB3179. Since the adopted 2010 Legislative Agenda expresses support for this flexibility as a portion of the AWC Fiscal Flexibility Package, Erin Leonhart shared this concern with the City Council and requested direction at the February 16th Council meeting. The section related to Hotel-Motel Tax was not included in the version of ESHB3179 that passed the House so this was no longer an issue as of the Council meeting but it was discussed. After the Council meeting, Erin Leonhart sent a follow up email to Les Utley about the Legislature's action and Council direction.

Storm Water/Clean Water Act Funding (HB3181 and SB6851)

- All of Kirkland's Legislators have signed on as sponsors
- House Bill 3181 scheduled for public hearing and executive session in the House Committee on Capital Budget on February 17th at 3:30 PM (no Kirkland members on committee)

Wrongful Death Statute Revisions (2ESSB6508)

- Second Engrossed Substitute Bill 6508 passed out of Senate
- Scheduled for public hearing in the House Committee on Judiciary on February 17th at 8:00 AM (Representative Goodman is vice chair of committee)
- Legislation comes from trial attorneys nearly every legislative session
- "Joint & Several" and "adequacy of preventative actions by governmental agency" language removed in version passed by the Senate
- AWC - still a harmful bill to cities but request to House is to keep bill in current form (2ESSB) if they must pass it
- Received direction from Council and sent email to Representative Goodman requesting that he oppose the bill or pass it in the form in which it passed the Senate.

Election of Municipal Court Judges (SSB6686) – Removes exemptions from elections related to community size and would require the Points communities to hold election for Kirkland's Municipal Court Judge

- AWC requested Kirkland's help to oppose Substitute Senate Bill 6686
- Scheduled for public hearing in the House Judiciary Committee February 18th at 10am
- Committee directed Erin Leonhart to determine where Representative Goodman is on the bill and he is leaning to oppose but would like support from cities and other committee members.
- Committee asked Mayor McBride to call Representative Goodman and express concerns related to Point cities.

Amending Initiative 960 Provisions (ESSB6130) – Suspension of Legislature's 2/3 voting requirement for tax increases through July 1, 2011.

- Engrossed Substitute Senate Bill 6130 passed out of the Senate on February 10th and out of House Finance Committee on February 13th
- Placed on third reading on February 16th

- Committee proposed that Council be asked to send a letter to Legislators in support of the bill. Council approved so an email was sent to all Legislators on February 17th.

Tour of Police Department February 17th – In support of Kirkland's federal appropriations request for help with funding for the City Hall/Public Safety Expansion, Mayor McBride and Police Chief Eric Olsen led a tour of the Police Department for staff from Senator Murray's King County and Washington D.C. offices (Sergio Cueva-Flores and Jason Park, Esq.). While very supportive of Kirkland's needs, Mr. Park said there are rarely appropriations for building construction; however, they will try to get Kirkland some planning/design funds during the FY2011 process.

Senate Appropriations requests were submitted on February 12th and House requests are due on February 26th.