
CITY OF KIRKLAND

CITY COUNCIL



Joan McBride, Mayor • Doreen Marchione, Deputy Mayor • Dave Asher
Shelley Kloba • Toby Nixon • Penny Sweet • Amy Walen • Kurt Triplett, City Manager

Vision Statement

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

123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • www.kirklandwa.gov

AGENDA

KIRKLAND CITY COUNCIL MEETING

City Council Chamber

Tuesday, June 18, 2013

7:30 p.m. – Regular Meeting

COUNCIL AGENDA materials are available on the City of Kirkland website www.kirklandwa.gov. Information regarding specific agenda topics may also be obtained from the City Clerk's Office on the Friday preceding the Council meeting. You are encouraged to call the City Clerk's Office (425-587-3190) or the City Manager's Office (425-587-3001) if you have any questions concerning City Council meetings, City services, or other municipal matters. The City of Kirkland strives to accommodate people with disabilities. Please contact the City Clerk's Office at 425-587-3190. If you should experience difficulty hearing the proceedings, please bring this to the attention of the Council by raising your hand.

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
4. *HONORS AND PROCLAMATIONS*
5. *COMMUNICATIONS*
 - a. *Announcements*
 - b. *Items from the Audience*
 - c. *Petitions*
6. *SPECIAL PRESENTATIONS*
 - a. Citizen Hero Award: David Gregg
 - b. Urban Land Institute (ULI) Northwest Center for Sustainable Leadership Team Presentation; 'Totem Lake Regional Center - Connections and Places'
7. *CONSENT CALENDAR*
 - a. *Approval of Minutes:* (1) May 21, 2013
(2) June 4, 2013

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.

QUASI-JUDICIAL MATTERS

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

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

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

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

- b. *Audit of Accounts:*
 - Payroll \$*
 - Bills \$*
 - c. *General Correspondence*
 - d. *Claims*
 - e. *Award of Bids*
 - (1) Peter Kirk Park Restroom Renovation Project, Moon Construction, Lynnwood, WA
 - (2) 7th and 8th Avenue West Alley Sewermain Replacement Project, Kamins Construction, Bothell, WA
 - (3) Annual Street Preservation Program, 2013 Phase III Slurry Seal Project, Blackline, Inc., Vancouver, WA
 - (4) Schedules A, B and D 2013 Striping Project, Stripe Rite, Inc., Pacific, WA
 - f. *Acceptance of Public Improvements and Establishing Lien Period*
 - g. *Approval of Agreements*
 - (1) Resolution R-4983, Approving an Interlocal Agreement Between the Cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe and Mountlake Terrace; for the North Sound Metro Special Weapons and Tactics/Crisis Negotiating Team.
 - (2) Resolution R-4984, Approving Participation by the City in a Membership Agreement with the National Joint Powers Alliance for the Purpose of Engaging in Cooperative Purchasing and Authorizing the City Manager to Execute Said Agreement on Behalf of the City of Kirkland.
 - h. *Other Items of Business*
 - (1) Totem Lake Stormwater Retrofitting Plan - Grant Agreement
 - (2) Ordinance O-4412, Amending the Biennial Budget for 2013-2014.
8. **PUBLIC HEARINGS**
- a. Resolution R-4985, Approving a Development Agreement With Kirkland Park & Ride L.L.C., Modifying the Time of Payment of Certain Impact Fees and Capital Facility Charges for the Kirkland Crossing Transit Oriented Development.

9. **UNFINISHED BUSINESS**

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.

10. *NEW BUSINESS*

- a. Kirkland Comprehensive Plan Development Capacity Analysis

11. *REPORTS*

a. *City Council*

- (1) Finance and Administration Committee
- (2) Public Safety Committee
- (3) Community Planning, Housing and Economic Development Committee
- (4) Public Works, Parks and Human Services Committee
- (5) Regional Issues

b. *City Manager*

- (1) Calendar Update

ITEMS FROM THE AUDIENCE

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

12. *ITEMS FROM THE AUDIENCE*

13. *EXECUTIVE SESSION*

- a. To Discuss Labor Negotiations

14. *ADJOURNMENT*

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



CITY OF KIRKLAND
Fire & Building Department
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager
From: J. Kevin Nalder, Director, Fire & Building Department
Date: June 6, 2013
Subject: Citizen Hero Award: David Gregg

RECOMMENDATION:

Present the Citizen Hero Award to David Gregg, Kirkland resident, for administering immediate, life-saving CPR prior to the arrival of emergency response personnel.

BACKGROUND DISCUSSION:

On May 4, 2013, around the lunch hour, Mr. David Gregg was riding his bicycle to the library and came upon a man face down on the shoulder of NE 100 St. Mr. Gregg checked the man and found him to be unconscious and without a pulse. Another passerby, James Ruddy, called 911. At approximately 12:46 p.m., the Kirkland Fire Department was dispatched to the call.

Captain Larry Peabody was the first Kirkland unit to arrive on scene. Upon his arrival, he observed David Gregg performing CPR on the patient. Mr. Gregg continued performing CPR while the Automatic External Defibrillator (AED) was prepared. Quoting Capt Peabody: "Mr. Gregg did an awesome job with chest compressions while I readied the AED". The remaining dispatched units arrived in short order and they relieved Mr. Gregg of performing CPR.

Capt. Peabody stated: "the bottom-line is that this resuscitation may not have been successful without Mr. Gregg starting CPR as soon as he did." Capt. Peabody asked Mr. Gregg if he had performed CPR before and Mr. Gregg replied "no, but I have taken a CPR Course".

The Kirkland Fire Department is honored and privileged to recognize David Gregg for his selfless and courageous act. Thanks to his efforts, a life was saved. We want to recognize his exemplary conduct and excellent civic commitment.



CITY OF KIRKLAND



Citizen Hero Award

Presented To

Mr. David Gregg

by the Kirkland City Council for your heroic act of assisting the
Kirkland Fire Department on May 4, 2013 with a Cardiac Arrest event.

Presented on June 18, 2013 by
Mayor Joan McBride on behalf of the Kirkland City Council _____

**CITY OF KIRKLAND**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Ellen Miller-Wolfe, Economic Development Manager

Date: June 6, 2013

Subject: 'Totem Lake Regional Center – Connections and Places', a Special Presentation of the ULI Northwest Center for Sustainable Leadership Team

This past spring, the ULI Leadership Team, a group of mid-career professionals with expertise in planning, landscape architecture, urban design, civil engineering and environmental science disciplines, volunteered to study the area of the Totem Lake Business District east of I-405 to advance the concept of "place making" that a previous ULI team had proposed. The aim of place making is to create amenities and in general, foster a pedestrian-level experience that enhances the livability of Totem Lake for its current residents and businesses, as well as helping to attract newcomers to the district.

The 2013 ULI Team, led by John Hoey, The Trust for Public Land, included Kathryn Gardow, Gardow Consulting, Skip Swenson, Forterra, Sean Canady, GGLO, and Amalia Leighton, SvR Design. The Team conceived of a number of ideas about pedestrian-level circulation, landscaping and public art that were presented at the recent Cross Kirkland Corridor Business Conversation on May 14, 2013. These ideas will be presented to the City Council for its information by John Hoey and Kathryn Gardow.

The goal is that some of the ideas presented may be analyzed further and possibly incorporated in the several plans that are being developed at this time for Totem Lake and environs such as the Totem Lake Master Plan, the Cross Kirkland Corridor Master Plan, the Parks, Recreation and Open Space Master Plan and the Transportation Master Plan.



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
May 21, 2013

1. CALL TO ORDER
2. ROLL CALL

ROLL CALL:

Members Present: Councilmember Dave Asher, Councilmember Shelley Kloba, Deputy Mayor Doreen Marchione, Mayor Joan McBride, Councilmember Toby Nixon, and Councilmember Penny Sweet.

Members Absent: Councilmember Walen.

Councilmember Walen was absent/excused as she was out of town.

3. STUDY SESSION

- a. Sound Transit Update

Joining Councilmembers for this discussion were City Manager Kurt Triplett and from Sound Transit, Executive Director of Planning, Environment and Project Development Ric Ilgenfritz, Planning Director David Beal, Service Planning Manager Mike Bergman, and Government Relations for East King County Trinity Parker.

4. HONORS AND PROCLAMATIONS

- a. Relay for Life Days, June 1-2, 2013 Proclamation

Redmond-Kirkland Relay volunteers Cindy Sheehan, Myrissa Yamashiro and Janet Jonson accepted the proclamation from Mayor McBride and Councilmember Kloba.

- b. National Public Works Week Proclamation

Interim Public Works Director Pam Bissonnette was joined by Public Works staff as she accepted the proclamation from Mayor McBride and Councilmember Asher.

5. COMMUNICATIONS

- a. Announcements

Deputy City Manager Marilynne Beard shared information about the Totem Lake Park Master Plan Outdoor Workshop and Tour on Saturday, June 1, 2013 near Totem Lake, and the Community Planning Day on Saturday, June 8 at Kirkland City Hall. Deputy Mayor Marchione shared information about the Walk and Roll Safety Fair on Friday, June 7 at Juanita Beach Park.

b. Items from the Audience

Vince Isaacson
Amanda Lonay
Doug Davis

c. Petitions

6. SPECIAL PRESENTATIONS

a. Semi Annual Service Awards Recognition

Mayor McBride was joined by Director of Human Resources and Performance Management Jim Lopez in presenting twenty year service awards to Senior Construction Inspector Thomas Chriest, Deputy Fire Chief Helen Ahrens-Byington, Fire Lieutenant Hobart Hani and Firefighter Michael Aguilar. Twenty-five year service awards were presented to Development Engineering Analyst Kathryn Coleman, Police Lieutenant John Haslip, Assistant Fire Marshal Grace Steuart, Purchasing Agent Barry Scott, Deputy City Manager Marilynne Beard, Senior Planner Janice Coogan, Street and Grounds Division Manager John Hopfauf, Code Enforcement Officer Judd Tuberg, Chief of Police Eric Olsen, and Police Lieutenant Richard Seibert. A thirty year service award was presented to Police Captain Michael Ursino.

7. CONSENT CALENDAR

a. Approval of Minutes:

(1) April 15, 2013 Special Meeting

(2) April 16, 2013 Special Meeting

(3) May 7, 2013

b. Audit of Accounts:

Payroll: \$2,671,763.17

Bills: \$ 3,245,271.41

run #1206 check #543272-543274

run #1207 check #543276-543435

run #1208 check #543437-543564

run #1209 check #543565

run #1210 check #543566-543586

c. General Correspondence

d. Claims

Claims from Jonathan Sigmund and Daniel Thonn were acknowledged.

e. Award of Bids

(1) The construction contract for the Annual Street Preservation Program, 2013 Phase II Street Overlay Project was awarded to Watson Asphalt Paving Co., Inc., Redmond, WA in the amount of \$2,348,066.51.

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

(1) Resolution R-4977, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH EASTSIDE FIRE AND RESCUE AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND."

h. Other Items of Business

(1) Kirkland Zoning Code and Kirkland Municipal Code Amendments

- a) Ordinance O-4408 and its Summary, entitled "AN ORDINANCE RELATING TO ZONING, PLANNING, AND LAND USE; ADOPTING MINOR AMENDMENTS PURSUANT TO CHAPTER 161 OF THE KIRKLAND ZONING CODE (KZC); AMENDING PORTIONS OF THE FOLLOWING CHAPTERS OF THE KZC, ORDINANCE 3719 AS AMENDED; CHAPTER 5 - DEFINITIONS; CHAPTER 15 - RS ZONE; CHAPTER 17 - RSX ZONE; CHAPTER 25 - PR AND PRA ZONES; CHAPTER 40 - BN AND BNA ZONES; CHAPTER 45 - BC, BC1 AND BC2 ZONES; CHAPTER 47 - BCX ZONE; CHAPTER 51 - MSC-1,4 ZONES; CHAPTER 55 - TL 4A, 4B, 4C, 5, 6A, AND 6B ZONES; CHAPTER 95 TREE MANAGEMENT AND REQUIRED LANDSCAPING; CHAPTER 100 - SIGNS; CHAPTER 115 - MISCELLANEOUS USE DEVELOPMENT AND PERFORMANCE STANDARDS; CHAPTER 117 - PERSONAL WIRELESS SERVICE FACILITIES; CHAPTER 118 - HAZARDOUS LIQUID PIPELINES; CHAPTER 127 - TEMPORARY USE; CHAPTER 145 - PROCESS I; AND APPROVING A SUMMARY ORDINANCE FOR PUBLICATION, FILE NO. CAM13-00275."
- b) Ordinance O-4409, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO MINOR KIRKLAND MUNICIPAL CODE AMENDMENTS IN CONNECTION WITH ZONING AND LAND USE UPDATES AND AMENDING SECTIONS 1.12.050, 3.30.010, AND 24.02.038 OF THE KIRKLAND MUNICIPAL CODE, FILE NO CAM13-00275."

(2) Report on Procurement Activities

Motion to Approve the consent calendar with the corrected minutes as presented.
Moved by Councilmember Dave Asher, seconded by Councilmember Toby Nixon
Vote: Motion carried 6-0

Yes: Councilmember Dave Asher, Councilmember Shelley Kloba, Deputy Mayor Doreen Marchione, Mayor Joan McBride, Councilmember Toby Nixon, and Councilmember Penny Sweet.

8. PUBLIC HEARINGS

9. UNFINISHED BUSINESS

a. 2013 Legislative Update #8

Intergovernmental Relations Manager Lorrie McKay presented an update on recent legislative activities.

b. Resolution R-4978, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND URGING THE STATE LEGISLATURE TO PASS A 2013 TRANSPORTATION INVESTMENT PACKAGE."

Motion to Approve Resolution R-4978, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND URGING THE STATE LEGISLATURE TO PASS A 2013 TRANSPORTATION INVESTMENT PACKAGE."

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Doreen Marchione

Vote: Motion carried 6-0

Yes: Councilmember Dave Asher, Councilmember Shelley Kloba, Deputy Mayor Doreen Marchione, Mayor Joan McBride, Councilmember Toby Nixon, and Councilmember Penny Sweet.

10. NEW BUSINESS

a. Ordinance O-4410 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO MODIFICATIONS TO TITLE 21 OF THE KIRKLAND MUNICIPAL CODE REGARDING BUILDING AND CONSTRUCTION."

Building Services Manager Tom Phillips and Fire Marshal Dave Walker presented an update on the modifications to the Kirkland Municipal Code regarding building and construction and responded to Council questions.

Motion to Approve Ordinance O-4410 and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO MODIFICATIONS TO TITLE 21 OF THE KIRKLAND MUNICIPAL CODE REGARDING BUILDING AND CONSTRUCTION."

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Doreen Marchione

Vote: Motion carried 6-0

Yes: Councilmember Dave Asher, Councilmember Shelley Kloba, Deputy Mayor Doreen Marchione, Mayor Joan McBride, Councilmember Toby Nixon, and Councilmember Penny Sweet.

11. REPORTS

a. City Council

Mayor McBride and Deputy Mayor Marchione presented some proposed changes to committee assignments which were accepted by the rest of the City Council. Councilmember Nixon will replace Councilmember Sweet on the Tourism Development Committee, Councilmember Kloba will replace Councilmember Walen on the City/School District Coordinating Committee, Councilmember Sweet will assume the vacant seat on the Community Planning, Housing and Economic Development Committee, and Councilmember Walen will assume the vacant seat on the EnterpriseSeattle board.

(1) Finance and Administration Committee

Have not met.

(2) Public Safety Committee

Have not met.

(3) Community Planning, Housing and Economic Development Committee

Have not met.

(4) Public Works, Parks and Human Services Committee

Deputy Mayor Marchione reported on a proposal for eastside homeless outreach services; 2013-2014 winter homeless shelter needs; Puget Sound Regional Council Growing Transit Communities strategy document; Walk and Roll Safety Fair.

(5) Regional Issues

The Councilmembers shared information regarding Relay for Life; Totem Lake Conversations; Kirkland Business Roundtable; Kirkland Public Safety Building Construction Kick-off; Kinderling Center in Bellevue; Kirkland Chamber of Commerce Annual Auction; Kirkland Alliance of Neighborhoods; Eastside Transportation Partnership; meeting with Jackie Pendergrass of Lake Washington School District about establishing a timebank and the Juanita High School Pool; 2013 Government Confluence; Hopelink Crop Work-Walk; Sound Cities Association Public Issues Committee meeting; Council decided to approve a flag for the upcoming Parade of Flags at the Association of Washington Cities Conference; June 4 hard hat tour of the King County Sewer Station; Moss Bay Neighborhood Meeting; upcoming Kiwanis pancake breakfast supporting KITH and 7 Hills of Kirkland bicycle ride; WRIA 8 cost share increase; Friends of Youth forum on Homelessness in the Media; Alliance of Eastside Agencies to honor Amy Walen as Elected Official of the Year; and an upcoming screening of the documentary, "A Place at the Table."

b. City Manager

City Manager Kurt Triplett discussed the need to have a public hearing on the King County Parks Levy; updated Boards and Commissions Ethics form; Imagine Housing and the Transit Oriented Development project and potential code change to defer impact fees; and the Council travel budget proposal by the Finance Committee.

(1) City Council Retreat Agenda

City Manager Kurt Triplett presented a draft agenda for the upcoming City Council Retreat.

(2) Calendar Update

Council agreed to cancel their second regular council meeting in August.

City Manager Kurt Triplett asked if the Council would like staff to provide a funding recommendation regarding Kirkland Downtown Association's funding request for the Fourth of July fireworks display. Councilmember Sweet recused herself from the discussion and left the chamber, returning when it was concluded.

12. ITEMS FROM THE AUDIENCE

Gabe Booth

13. EXECUTIVE SESSION

a. To Discuss Pending Litigation

Mayor McBride announced at 9:25 that Council was entering into executive session, following a five minute break, to discuss pending litigation and that Council would return to its regular meeting at 10:00 p.m. which they did. City Attorney Robin Jenkinson was also in attendance.

14. ADJOURNMENT

The Kirkland City Council meeting of May 21, 2013 was adjourned at 10:04 p.m.

City Clerk

Mayor



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES
June 04, 2013

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

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

Members Absent: None.

3. STUDY SESSION

a. Intelligent Transportation System

Joining Councilmembers for this discussion were City Manager Kurt Triplett, Public Works Transportation Engineering Manager David Godfrey, and Public Works Capital Projects Manager Dave Snider. Recognized for their contributions were Transportation Engineers Iris Cabrera and Chuck Morrison, Information Technology staff and the Signal Shop technicians.

4. EXECUTIVE SESSION

a. To Discuss Pending Litigation

Mayor McBride announced at 6:45 p.m. that Council would enter into executive session to discuss pending litigation and would return to regular meeting at 7:30 p.m., which they did. City Attorney Robin Jenkinson was also in attendance.

5. HONORS AND PROCLAMATIONS

a. Hunger Awareness Week Proclamation

Nourishing Network Institute Executive Director Linda Benson accepted the proclamation from Mayor McBride and Councilmembers Asher and Nixon.

6. COMMUNICATIONS

a. Announcements

b. Items from the Audience

Norm Storme
Marlene Vacknitz
Loita Hawkinson

c. Petitions

7. SPECIAL PRESENTATIONS

a. 2013 Eileen Trentman Memorial Scholarship Recipients

Youth Services Coordinator Regi Schubiger and, representing the Kirkland Firefighters' Benevolent Association, Captain Mark Bunting, presented scholarships to Kelsey Camilleri-Espinoza and Amy Johnson.

b. Honoring the Kirkland Youth Council Class of 2013

Mayor McBride presented a plaque to Youth Services Coordinator Regi Schubiger and four Youth Council members who are graduating seniors: Kelsey Camilleri-Espinoza, Josh Diederich, Stefani Lakic and Zach Oelsner.

c. Kirkland 2035 Update #3

Deputy City Manager Marilynne Beard shared information about public outreach plans and activities related to the Comprehensive Plan update and related plans and projects.

8. CONSENT CALENDAR

a. Approval of Minutes:

(1) May 21, 2013 Special Meeting

b. Audit of Accounts:

Payroll \$2,606,394.66

Bills \$1,840,092.37

run #1211 checks #543613 - 543681

run #1212 check #543682

run #1213 checks #543683 - 543833

run #1214 checks #543834 - 543847

run #1215 checks #543850 - 543987

c. General Correspondence

d. Claims

Claims received from (Metlife Auto and Home for) Stephen Gerard, and from Shannon Graham and Rhonda Nelson, were acknowledged.

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

(1) Resolution R-4979, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING CONTINUED PARTICIPATION IN THE STATE PURCHASING COOPERATIVE WITH THE WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER CONTRACT USAGE AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND."

h. Other Items of Business

(1) 98th Avenue Bridge Project - Receive Grant Funding

Through approval of the consent calendar, Council authorized the City Manager to sign the Federal Bridge Selection grant documents for the Forbes Creek Bridge Seismic Upgrade project and approved the use of REET II funds for City costs that are not eligible for federal grant reimbursement.

(2) Appointing Kirkland Representative to King County Landmarks and Heritage Commission

Council acknowledged the vacancy on the Commission due to the recent passing of Kirkland representative Bob Burke, and approved a motion to appoint alternate Lynette Friberg Weber to the remainder of the unexpired term ending March 31, 2016 through approval of the consent calendar.

(3) Resolution R-4980, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND RELINQUISHING ANY INTEREST THE CITY MAY HAVE, EXCEPT FOR A UTILITY EASEMENT, IN AN UNOPENED RIGHT-OF-WAY AS DESCRIBED HEREIN AND REQUESTED BY PROPERTY OWNERS ROBERT AND CYNTHIA HENDSCH."

(4) Resolution R-4981, 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 MERIT HOMES, INC."

(5) Report on Procurement Activities

(6) Surplus and Disposal of Equipment Rental

<u>Fleet #</u>	<u>Year</u>	<u>Make</u>	<u>VIN/SerialNumber</u>	<u>License#</u>	<u>Mileage</u>
A01-02	2001	Ford CrownVictoria	2FAFP71W11X181360	762KIM	60,115
A01-04	2001	Ford CrownVictoria	2FAFP71W81X181409	757LMC	63,673
A06-07	2006	Ford CrownVictoria	2FAHP71W06X121721	41154D	102,195
P101	2010	DodgeCharger	2B3CA4CT0AH193319	50623D	76,935
P102	2010	DodgeCharger	2B3CA4CT7AH193320	50622D	91,577
BG-08	2008	John Deere BallfieldGrader	TC1200A160219	n/a	n/a
F-12	2004	Chevrolet 3500Flatbed	1GBHK34U24E302981	36161D	76,971
P09-11	2009	Ford CrownVictoria	2FAHP71V59X126943	49238D	61,495
PU-52	2004	Chevrolet 2500Pickup	1GCHC24U24E277082	39842D	67,287
PU-54	2004	Chevrolet ColoradoExt. Cab	1GCCS136648190133	38310D	21,760
TL-22	2003	Texas BraggTrailer	17XFW252131032321	29958D	n/a
TL-13	1988	WisconsinTrailer	1W91SE202J1008950	05146D	n/a
TR-05	1996	Case 580SLBackhoe	JJG0197694	22137D	5963hrs

Motion to Approve the Consent Calendar with a correction to the special meeting minutes of May 21, 2013 to reflect Ms. Kloba's attendance at the meeting.

Moved by Councilmember Dave Asher, seconded by Councilmember Penny Sweet

Vote: Motion carried 7-0

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

9. PUBLIC HEARINGS

- a. Resolution R-4982, Stating the City Council's Support for King County Proposition No. 1, Parks Levy, for Funding Parks, Trails, Recreational Facilities and Open Space.

Mayor McBride opened the public hearing. Parks and Community Services Director Jennifer Schroder provided a brief introduction to the scheduled levy. A presentation was given by King County Parks and Recreation Division Director Kevin Brown. No further testimony was offered and the Mayor closed the hearing.

Motion to Approve Resolution R-4982, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND STATING THE CITY COUNCIL'S SUPPORT FOR KING COUNTY PROPOSITION NO. 1, PARKS LEVY, FOR FUNDING PARKS, TRAILS, RECREATIONAL FACILITIES AND OPEN SPACE."

Moved by Councilmember Amy Walen, seconded by Councilmember Dave Asher
Vote: Motion carried 6-1

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

No: Councilmember Toby Nixon.

Council recessed for a short break.

10. UNFINISHED BUSINESS

a. City Contribution to 4th of July Fireworks Display

Councilmember Sweet recused herself from discussion on the issue for the appearance of fairness and left the Chamber for the duration of the discussion, returning following the vote.

Motion to provide a \$11,000 contribution from the Council contingency reserve fund toward the 4th of July fireworks display.

Moved by Councilmember Dave Asher, seconded by Deputy Mayor Doreen Marchione

Vote: Motion carried 6-0

Yes: Councilmember Dave Asher, Councilmember Shelley Kloba, Deputy Mayor Doreen Marchione, Mayor Joan McBride, Councilmember Toby Nixon, and Councilmember Amy Walen.

b. Sound Transit 3 Resolution Discussion

Transportation Engineering Manager David Godfrey briefly reviewed the May 21, 2013 Sound Transit presentation and provided additional information regarding the City of Kirkland's interests in Sound Transit 3. Council directed staff to prepare a resolution or a letter encouraging Sound Transit to extend Sound Transit 3 into the Totem Lake area.

11. NEW BUSINESS

a. Ordinance O-4411, Relating to Transportation and Park Impact Fees and Amending the Kirkland Municipal Code to Allow for the Modification of the Timing of the Payment on Impact Fees for Mixed Use Buildings or Developments in a Development Agreement Approved by the City Council.

City Manager Kurt Triplett provided background on this ordinance and responded to Council questions.

Motion to Approve Ordinance O-4411, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO TRANSPORTATION AND PARK IMPACT FEES AND AMENDING THE KIRKLAND MUNICIPAL CODE TO ALLOW FOR THE MODIFICATION OF THE TIMING OF THE PAYMENT OF IMPACT FEES FOR MIXED USE BUILDINGS OR DEVELOPMENTS IN A DEVELOPMENT AGREEMENT APPROVED BY THE CITY COUNCIL."

Moved by Councilmember Penny Sweet, seconded by Deputy Mayor Doreen Marchione

Vote: Motion carried 7-0

Yes: Councilmember Dave Asher, Councilmember Shelley Kloba, Deputy Mayor

Doreen Marchione, Mayor Joan McBride, Councilmember Toby Nixon, Councilmember Penny Sweet, and Councilmember Amy Walen.

b. Association of Washington Cities Annual Meeting Delegates

Motion to designate Councilmembers Nixon and Kloba and Mayor McBride as voting delegates to represent the City of Kirkland at the Association of Washington Cities annual business meeting, and designate Intergovernmental Relations Manager Lorrie McKay as proxy voting delegate should any of the three be unable to attend the business meeting.

Moved by Councilmember Dave Asher, seconded by Councilmember Amy Walen

Vote: Motion carried 7-0

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

12. REPORTS

a. City Council

(1) Finance and Administration Committee

Councilmember Walen reported on the committee's recommendation of City Council meetings with the neighborhoods which was forwarded to the Kirkland Alliance of Neighborhoods for comment; social media policy; proclamation process; Public Works Capital Improvement Project management changes; and recent "Financial Stability" publication.

(2) Public Safety Committee

Councilmember Sweet reported on the Fire Strategic Plan recommendation prioritization progress.

(3) Community Planning, Housing and Economic Development Committee

Have not met.

(4) Public Works, Parks and Human Services Committee

Have not met.

(5) Regional Issues

Councilmembers shared information regarding a recent Growth Management Planning Council (GMPC) meeting; Cascade Water Alliance retreat; Seattle International Film Festival opening night; King County Conservation Voters' Evening for the Environment event; Kiwanis Pancake Breakfast; Nourishing Networks Regional Assembly; Mobile Crisis Response Team ridealong;

Kirkland Interfaith Transitions in Housing Seven Hills of Kirkland bicycle event; Sound Cities Association Public Issues Committee meeting on Watershed Investment District; staff briefings on the Tourism Development Committee and the City's sewer system; tour of King County sewer pump station in Kirkland; Association Washington Cities webinar on Lodging Tax law changes; upcoming Tourism Development Committee meeting; upcoming Kirkland Youth Council celebration; Kirkland Chamber of Commerce luncheon; screening of "A Place at the Table;" alternate needed for the June 12 Sound Cities Association Public Issues Committee meeting; Finn Hill Neighborhood Alliance meeting; Fairfax Hospital groundbreaking event; Visions 5 development project in Redmond.

b. City Manager

(1) City Council June 17, 2013 Final Retreat Agenda

(2) Calendar Update

(3) Legislative Update

City Manager Kurt Triplett provided some information about a potential partnership opportunity with Lake Washington School District to improve ball fields.

13. ITEMS FROM THE AUDIENCE

None.

14. ADJOURNMENT

The Kirkland City Council regular meeting of June 4, 2013 was adjourned at 9:56 p.m.

City Clerk

Mayor



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Kathi Anderson, City Clerk
Date: June 6, 2013
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) Heather Lehman
9736 NE 119th Way, #E204
Kirkland, WA 98034

Amount: \$30.57

Nature of Claim: Claimant states damage resulted from inability to leave parking garage due to runners race.

- (2) Woodrow Marzittie Sr.
1335 211th Place NE
Sammamish, WA 98074

Amount: \$1,298.30

Nature of Claim: Claimant states injury due to tripping over a displaced light pole base.

- (3) Galina Medvedeva
9821 NE 122nd Street #317
Kirkland 98034

Amount: \$400,000.00

Nature of Claim: Claimant states damage resulted from false arrest.

- (4) Patrick A. and Tina Robinson
14607 Main Street. #A202
Mill Creek, WA 98012-2004

Amount: \$64,348.54

Nature of Claim: Claimant states damage to property due to residence water being turned on prematurely by City water department.

- (5) Bruno Vogeles
10702 NE 42nd Place
Kirkland, WA 98033

Amount: \$5,000.00

Nature of Claim: Claimant states damage to property resulted from NE 124th Avenue NE improvement project.

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

**CITY OF KIRKLAND**

Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: June 6, 2013

Subject: Peter Kirk Park Restroom Renovation – Award Contract

RECOMMENDATION:

It is recommended that City Council awards a construction contract on the Peter Kirk Park Restroom renovation Project to the lowest responsive bidder, Moon Construction, of Lynnwood, WA, in the amount of \$90,994.50.

BACKGROUND DISCUSSION:

The Kirkland Transit Center project included a Sound Transit budget allowance for transit operator lay-over and additional driver comfort and convenience improvements for the existing Peter Kirk Restroom building (Attachment A). As part of the Transit Center construction, the exterior face of the restroom building was resurfaced and the roof weather-sealed to prevent the moisture leaks that had contributed to the deterioration of its interior finishes. The final element is the renovation of the interior areas of the restroom, including the demolition of all interior fixtures and the sandblasting of all surfaces (floors, walls and ceiling). The finished product will include new plumbing fixtures, an updated look with new lighting, toilet partitions, wall paint, ceramic wall tile color accents, new flooring material and Americans with Disabilities (ADA) improvements.

With an engineer's estimate of \$87,690 for the Base Bid, staff advertised for contractor bids through the City's Shared Procurement Portal as a Small Public Works Roster project; a total of five bids were received, including four responsive bids and one non-responsive bid. The bid deemed non-responsive was due to an irregular bid and was not accepted; the lowest responsive bid was received from Moon Construction Company with the results, as follows:

BID RESULTS

Contractor	Base Bid	Deductive Alternate	Total Bid
<i>Engineers Estimate</i>	<i>\$87,690.00</i>	<i>(\$6,000.00)</i>	<i>\$82,690.00</i>
Moon Construction Company	\$90,994.50	(\$3,942.00)	\$87,052.50
JB Construction Consulting, Inc.	\$90,329.84 *	+\$19,653.25	\$109,982.25 *
Mayer Construction Co., Inc.	\$115,891.52	(\$10,995.00)	\$104,941.52
Allied Construction Associates Inc.	\$119,355.00	(\$6,570.00)	\$112,785.00
Farrar Construction LLC	\$120,589.07	(\$7,884.00)	\$112,705.07

* A non-responsive bid not eligible for award

The Project was bid with a Base Bid and a Deductive Alternate. The Deductive Alternate was included in the bid proposal in order to have options for staff to recommend an award if the bid prices exceeded the budget. In this case, the Deductive Alternate was for the contractor to not provide new five toilet fixtures and to do less preparation work ahead of the new wall paint and the new flooring installation. With the minimal Deductive price submitted from Moon Construction, staff recommends Council award the Base Bid amount in order to have all new fixtures and a better finished product for the walls and floors.

The total Project funding of \$114,190 is made up of a combination of remaining Kirkland Transit Center Sound Transit funding (\$84,190), with additional funds (\$30,000) assigned from easement proceeds received by the City for granting a private easement at Kiwanis Park, as approved by City Council at their April 2, 2013 meeting (Attachment B). As the bids came in slightly above the engineer's estimate, the overall budget can be maintained and the Base Bid can be awarded with a reduction in the available construction contingency. The preferred amount of 10% of the construction bid can be reduced to an amount closer to 6% in order to award the contract while maintaining the overall Project budget, and staff believes that the lesser contingency amount is adequate for this Project and the type of construction.

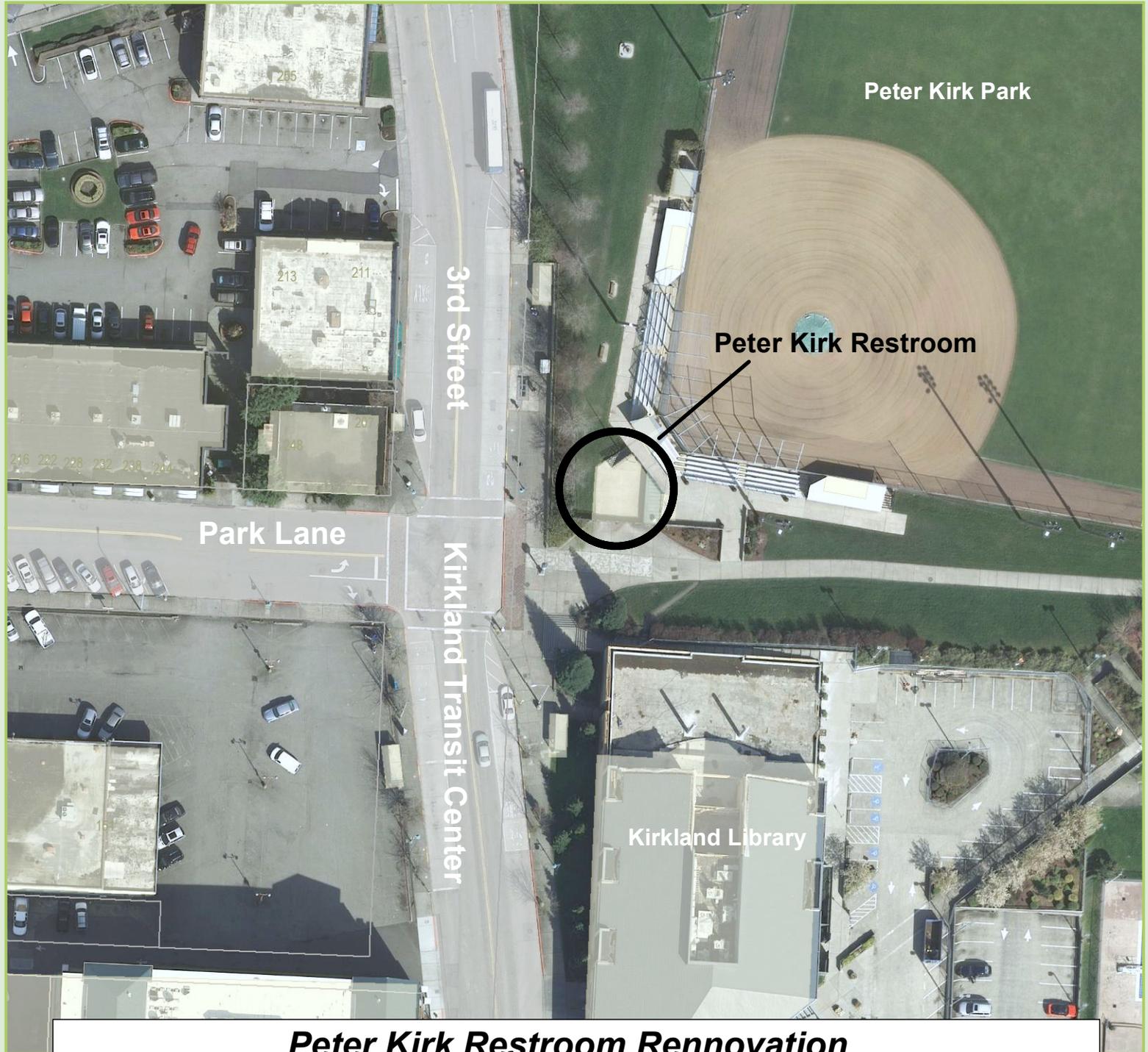
An award of the construction contract by City Council at their June 18 meeting will allow work to begin in July (after the 4th). The number of calendar days for completing the project is 35 which results in a targeted Project completion before Labor Day, 2013 – the actual completion date is contingent, however, on the availability of the new toilet partitions and plumbing fixtures. Once construction begins, portable toilets will be provided for Transit drivers and the general public will be directed to other restroom facilities at the Peter Kirk Pool and the King County Library.

In advance of the work, information signs will be posted at the restroom facility and all pertinent Project information, along with a regularly updated construction schedule, will be posted on the City's web site.

Attachments A – Site Map
Attachment B - PBR

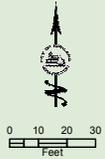


Vicinity Map



Map Legend

- Building Footprint
- Streets



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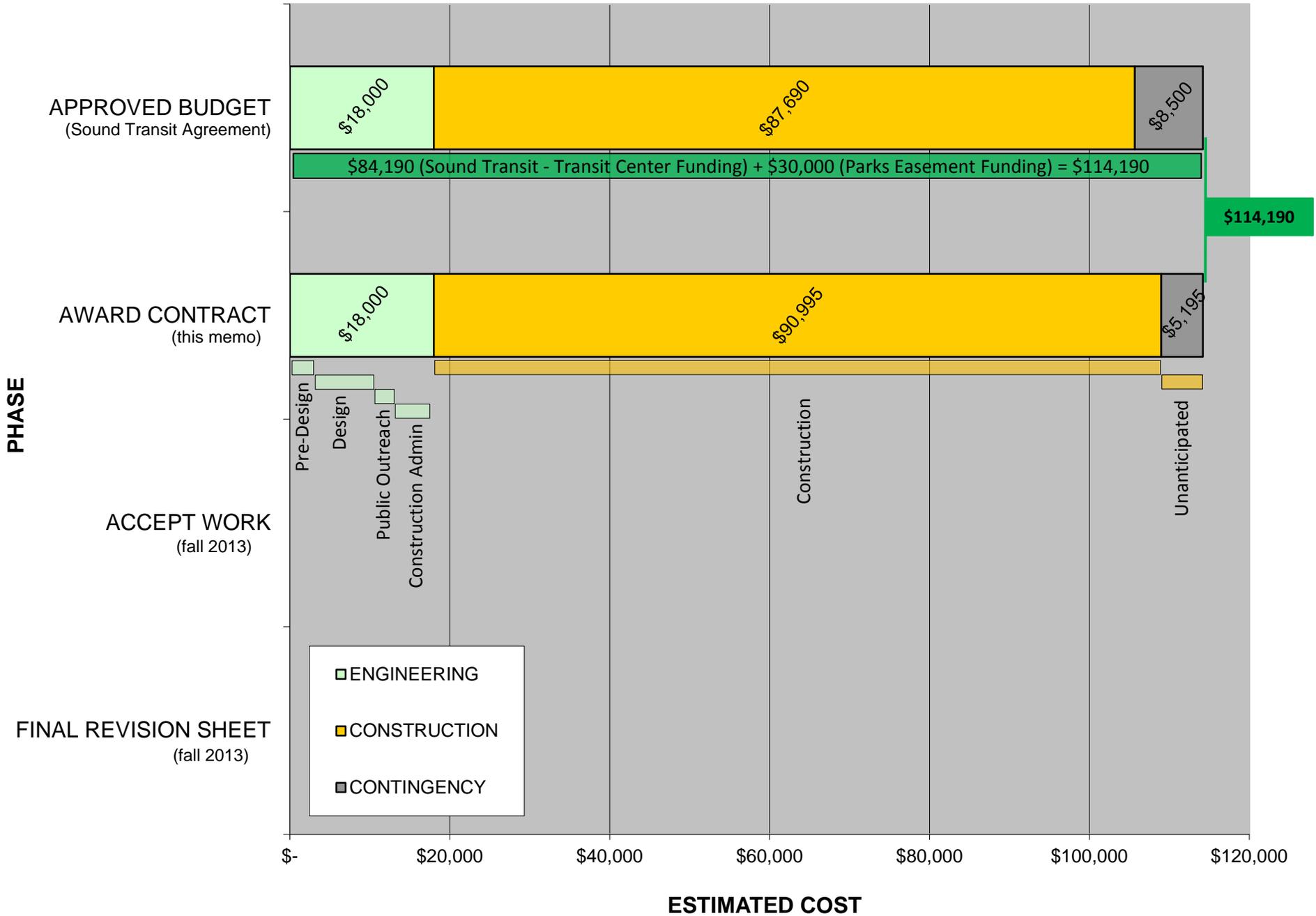
Peter Kirk Restroom Renovation

Peter Kirk Restroom Renovation

CTR0004-002

Attachment B

Project Budget Report





CITY OF KIRKLAND

Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3809

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: June 6, 2013

Subject: 7th & 8th Avenue W. Alley Sewermain Replacement Project – Award Contract

RECOMMENDATION:

It is recommended that City Council awards the 7th & 8th Avenue W. Alley Sewermain Replacement Project to Kamins Construction of Bothell, WA, in the amount of \$148,588.93.

BACKGROUND AND DISCUSSION:

The 7th & 8th Avenue W. Alley Sewermain Project will replace an aging 6-inch concrete sewer main with new 8-inch poly-vinyl chloride (PVC) main line, together with the replacement of 2 new shallow manholes within the Market Neighborhood (Attachment A). The work will take place along the full length of the alley between 7th and 8th Avenues West, and will include an asphalt overlay to match existing driveway elevations and improve surface water drainage in the alley. The existing residential sewer connections will also be replaced up to the right-of-way line, complete with new sewer clean-out connections.

Sewers built in the Market Neighborhood are some of the original ones built in the City, dating back as far as 1941. The age and shallow slope of the main line within the alley between 7th Avenue W and 8th Avenue W has resulted in blockages that require more frequent and costly ongoing maintenance. Additionally, sections of this pipe are cracked or have separated resulting in the potential for sewage to leak into the surrounding soils. The replacement of this sewer main will result in a more reliable sewer system, with fewer blockages, minimized potential for leakage, and less maintenance.

With an engineer's estimate of \$178,000, the Project was advertised for contractor bids on May 8. The bid opening was held on May 23, 2013 with five contractor bids received, as follows:

Contractor	Total Bid
Kamins Construction	\$148,588.93
R.L. Alia Company	\$151,055.25
West Coast Construction Company, Inc.	\$154,066.50
Laser Underground & Earthwork, Inc.	\$169,818.08
Buno Construction, LLC	\$171,871.20
<i>Engineers Estimate</i>	<i>\$177,964.88</i>

The bid price recommended for award is within the project's construction budget of \$238,500. Also, as a result of bid prices of the three lowest bidders coming in at 15 to 20% below the Engineer's Estimate, the Project shows a significant contingency. By applying a standard 20% construction contingency for small to mid-sized utility projects, the Project's overall budget is sufficient to return nearly \$86,000 to the original Utility funding source at this time (Attachment B). Any funds remaining at the end of the construction phase will also be returned to the Utility.

With an award of the contract by City Council at their June 18 meeting, construction will begin in July with substantial completion expected in August, 2013. In advance of construction, Public Works staff will send a construction informational mailer to nearby residents providing Project timelines and pertinent contact information. Staff has also scheduled an on-site meeting for the residents who will be directly impacted by the construction activities within the alley behind their homes.

Attachment A: Vicinity Map

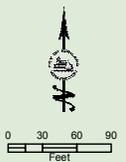
Attachment B: Project Budget Report



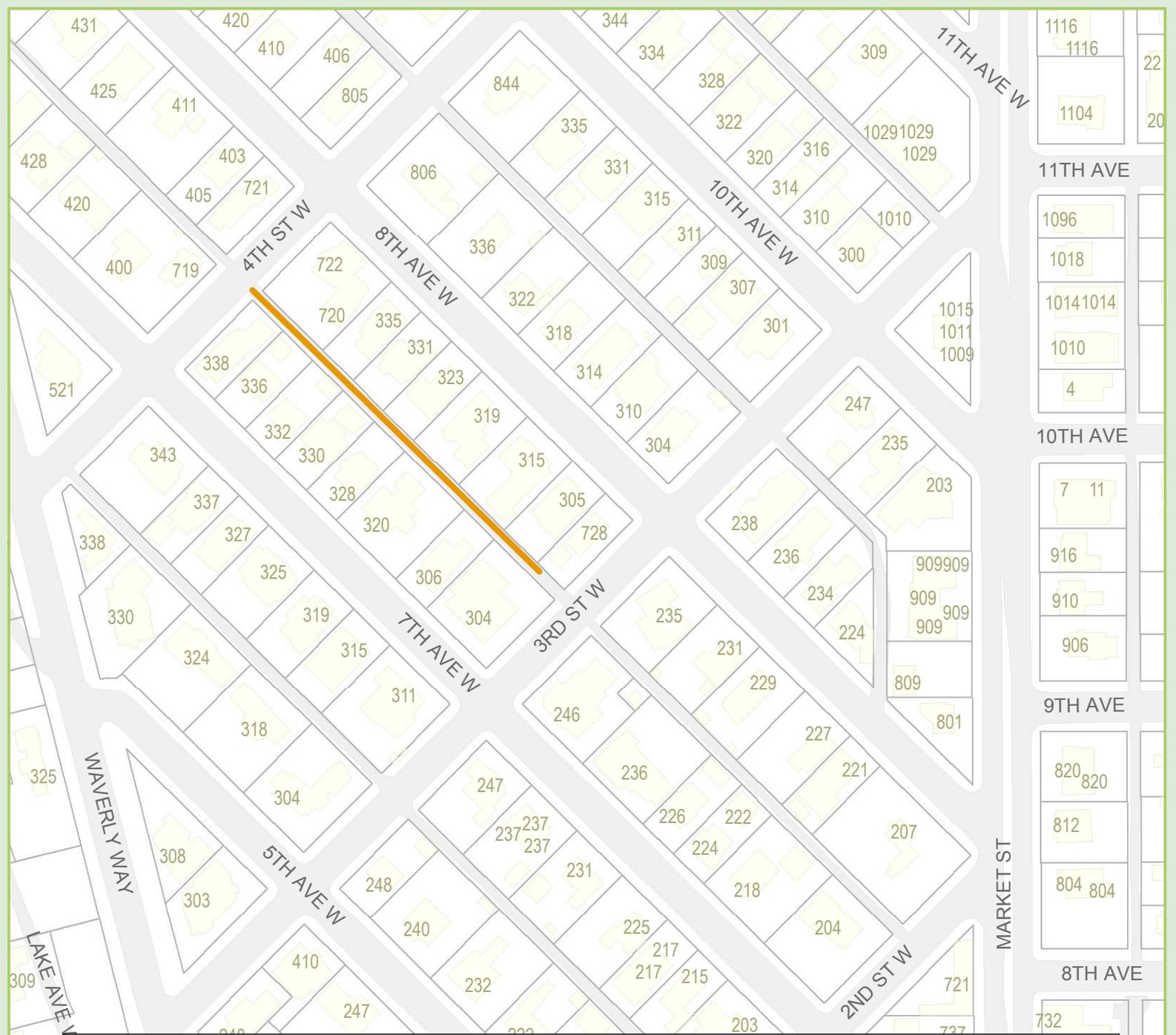
Vicinity Map

Map Legend

-  Alley Sewermain Replacement
-  Wetlands
-  Building Footprint
-  Park
-  School
-  Streets



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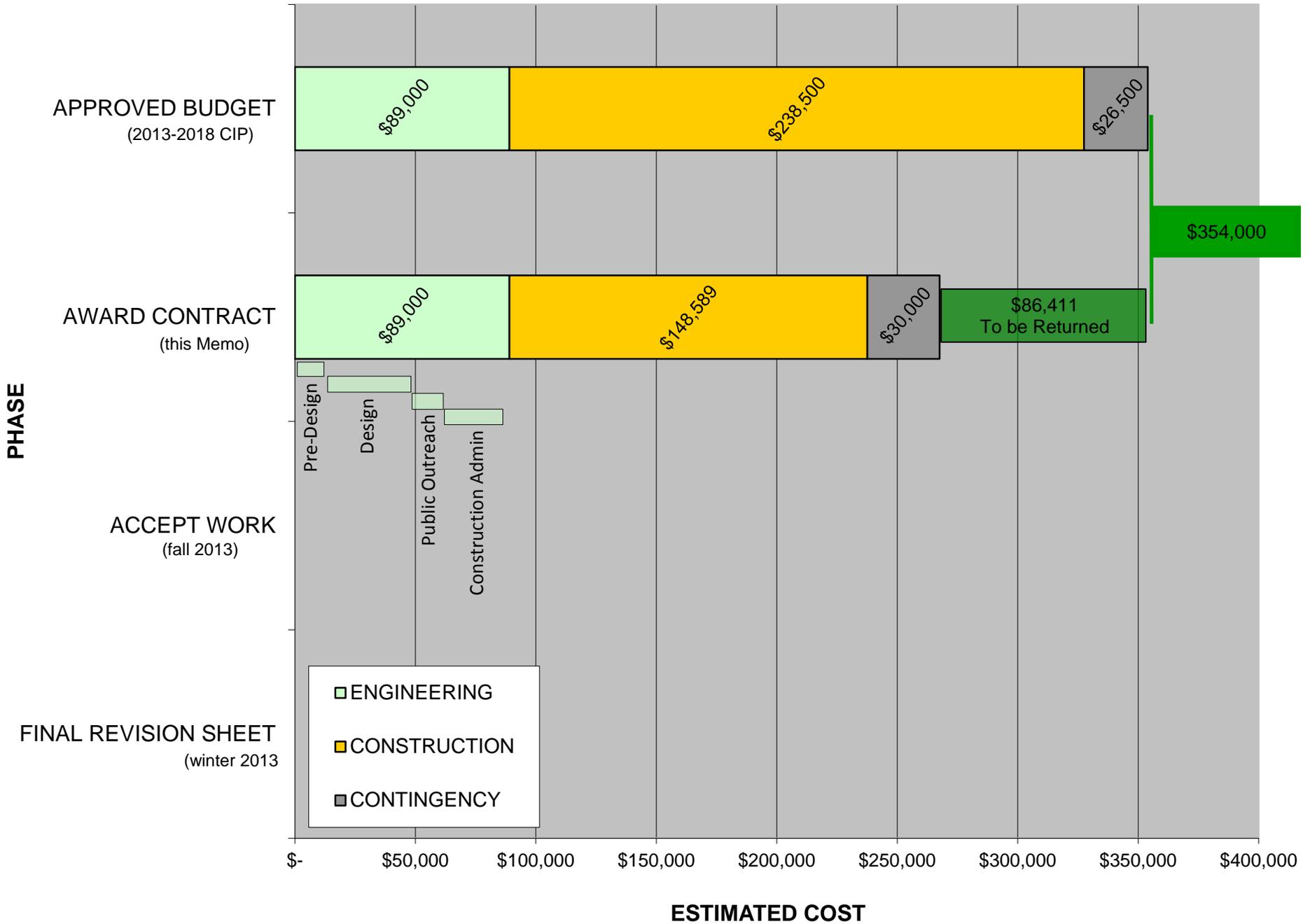


7th and 8th Avenue W Alley Sewermain Replacement Project

7th & 8th Ave W Alley Sewermain Replacement Project (SS-0081)

Attachment B

Project Budget Report





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

MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: June 6, 2013

Subject: Annual Street Preservation Program (2013 Phase III Slurry Seal Project)
Award Contract

RECOMMENDATION:

It is recommended that City Council award a construction contract for the Annual Street Preservation Program, 2013 Phase III Slurry Seal Project, to Blackline, Inc., of Vancouver, WA in the amount of \$511,793.69.

BACKGROUND DISCUSSION:

The City uses a Pavement Management System to manage and prioritize preservation treatments throughout the City's street network. The Pavement Management System considers all City streets in terms of existing pavement conditions index (PCI), prior maintenance histories, the City's annual budget for street preservation, and other factors to determine the most cost-effective treatment. Once selected for treatment, candidate streets are then reviewed for potential conflicts with other construction projects (i.e., other CIP projects, private development, WSDOT, and PSE, etc.) and are typically clustered into manageable areas before making it onto the current year's program list (Attachment A).

As an effective preventative maintenance tool in the City's overall Street Preservation Program, a slurry seal is a thin layer of liquid asphalt that has been mixed with a fine aggregate (i.e., sand). Typically, slurry seals are placed on low-volume residential streets where light to moderate surface wear is occurring. Slurry seal is a versatile and cost effective way to extend the life of the City's residential streets where there is no significant structural damage to the pavement section. It protects the asphalt surface from the effects of aging while improving the existing PCI.

For the 2013 Slurry Seal Project, the highest ranking streets were bid with four schedules of work for a total of 32.3 lane miles. It was structured this way because the engineer's estimate projected that bids would exceed the budget and staff wanted to maximize the amount of work that could be awarded without exceeding that budget.

With an original budget of \$450,000 (minus contingency), the 2013 Slurry Seal Project was bid with an engineer's estimate closer to \$725,000 for the four schedules and on May 29, three bids were received with the following results:

Contractor	Total of All Schedules
Blackline, Inc.	\$511,793.69
Valley Slurry Seal	\$512,681.00
Intermountain Slurry Seal	\$516,516.00
<i>Engineer's Estimate</i>	<i>\$725,000.00</i>

A comparison of the unit prices received shows that the average cost of slurry seal has decreased significantly, from \$2.39/SY in 2012 to \$1.57/SY in 2013 (Attachment B). The decrease in cost is mainly attributed to the significant increase in the number slurry seal streets over last year's project. Therefore, based on the low bid price received, and by using \$62,000 of available 2013 Street Preservation Program construction contingency, staff is recommending an award of all schedules of work (Attachment C).

The 2013 Slurry Seal Project is Phase III of the Annual Street Preservation Program. The Phase I and Phase II components of the Annual Street Preservation Program are the 2013 Curb Ramp & Concrete Repairs Project and the 2013 Street Overlay Project. Contracts for those phases were awarded by City Council at their meetings on March 19 and May 21, 2013 respectively. Phase I is currently wrapping up construction and Phase II will begin construction in June.

The total budget for the Annual Street Preservation Program for 2013 is a combination of four revenue sources including the base CIP, Proposition 1 Levy funds, a City Council approved carry-over from the 2012 program, and a street-cut mitigation payment from PSE:

Revenue Source	Amount
2013-2018 base CIP	\$1,750,000
Prop 1 Levy funds	\$1,959,000
2012 Carry-over	\$ 227,309
PSE Contribution	\$ 170,329
TOTAL	\$4,106,638

For 2013, Prop 1 Levy funds for the Annual Street Preservation Program were anticipated to be in the amount of \$2.7M based on an estimated Levy yield of \$3M. The actual yield of the Prop 1 Street Levy is \$2.9M. Together with start-up and engineering costs, and the recent City Council approval of the 2013 Crosswalk Initiative, a Prop 1 Levy balance of \$1,959,000 is available for the 2013 Street Preservation Program. The available Levy amount will be allocated as follows: \$1,559,000 for overlay, \$200,000 for curb ramps, and \$200,000 for slurry seal.

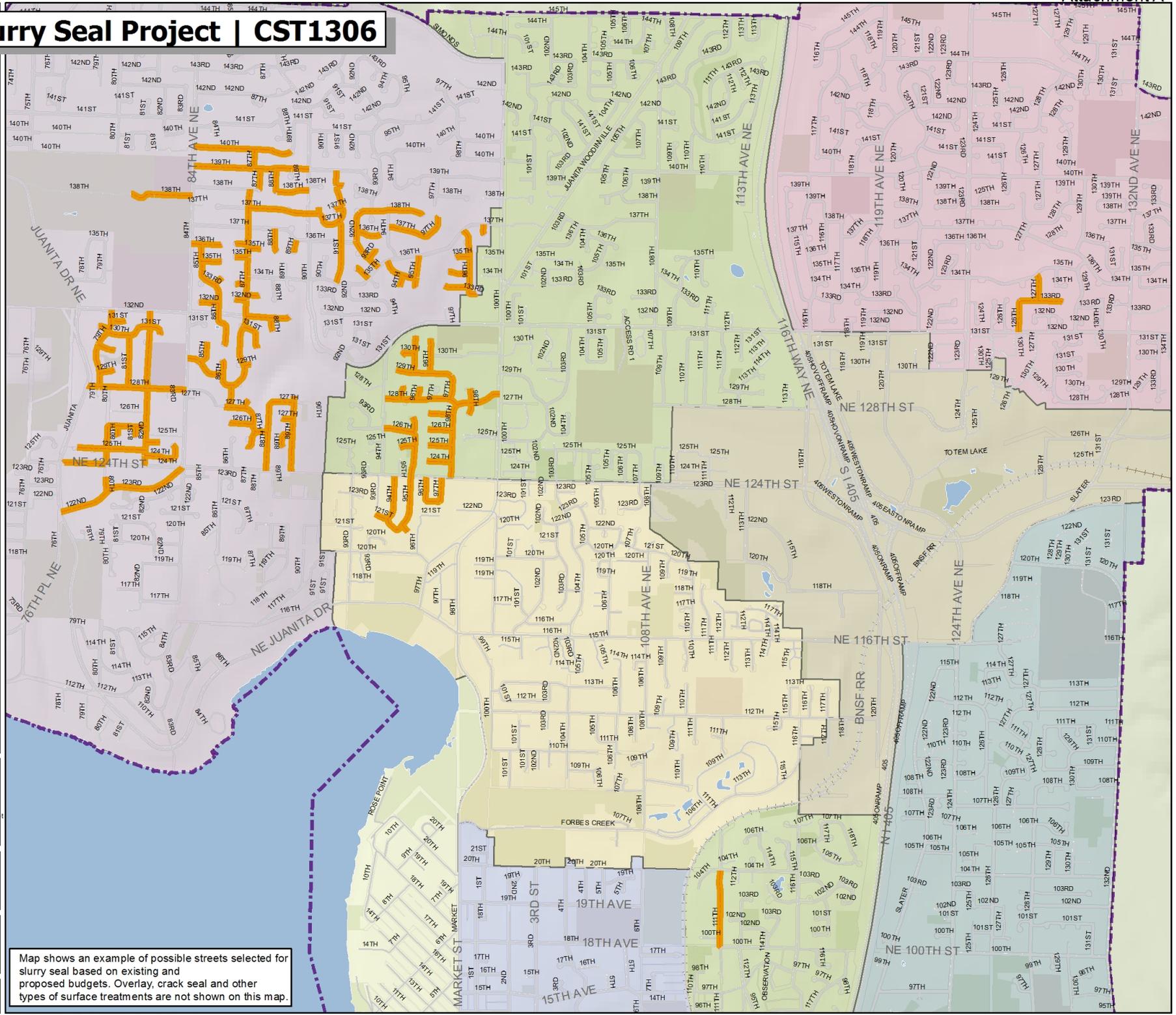
The current anticipated expenses for the Annual Street Preservation Program, in 2013, are as follows:

Phase	Status	Amount
Phase I Curbs and Ramps	Under Construction	\$ 475,943
Phase II Overlay	Awarded 5/21/13	\$2,348,067
Phase III Slurry Seal	This memo	\$ 511,794
Engineering, Admin, Inspection	On-Going	\$ 600,000
Contingency	Balance Remaining	\$ 170,834
	TOTAL	\$4,106,638

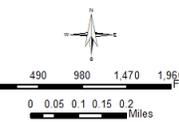
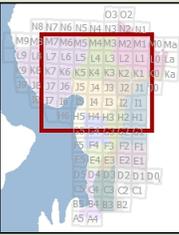
With a City Council award of the construction contract at the June 18 meeting, staff will begin the pre-construction public outreach process by notifying adjacent property owners of the scheduled work. Construction of this Slurry Seal Project is extremely weather and temperature dependent and will begin in early July; the construction will be complete by September. In advance of the contractor's work, City street crews will be sealing cracks and repairing damaged sections of pavement to prepare the streets for the slurry seal application. Public Works staff will also provide an informational brochure to all property owners living along the planned Slurry Seal routes (Attachment D). The brochure describes the City's Street Preservation Program together with important facts on the Slurry Seal treatment. The information in this brochure and schedule updates will also be incorporated into the Public Works section of the City's web site. In addition, door-hanger notices will be distributed to all adjacent homes and business at least 24 hours prior to Slurry Seal applications.

- Attachment A – Vicinity Map
- Attachment B – Annual cost comparison
- Attachment C – Project Budget Report
- Attachment D – Slurry Seal Brochure

2013 Slurry Seal Project | CST1306



- 2013 Slurry Seal Streets
- Streets
- TRN_Street
- Right of Way
- Parks
- Schools
- Cross Kirkland Corridor
- Major Streets
- City Limits
- Lakes

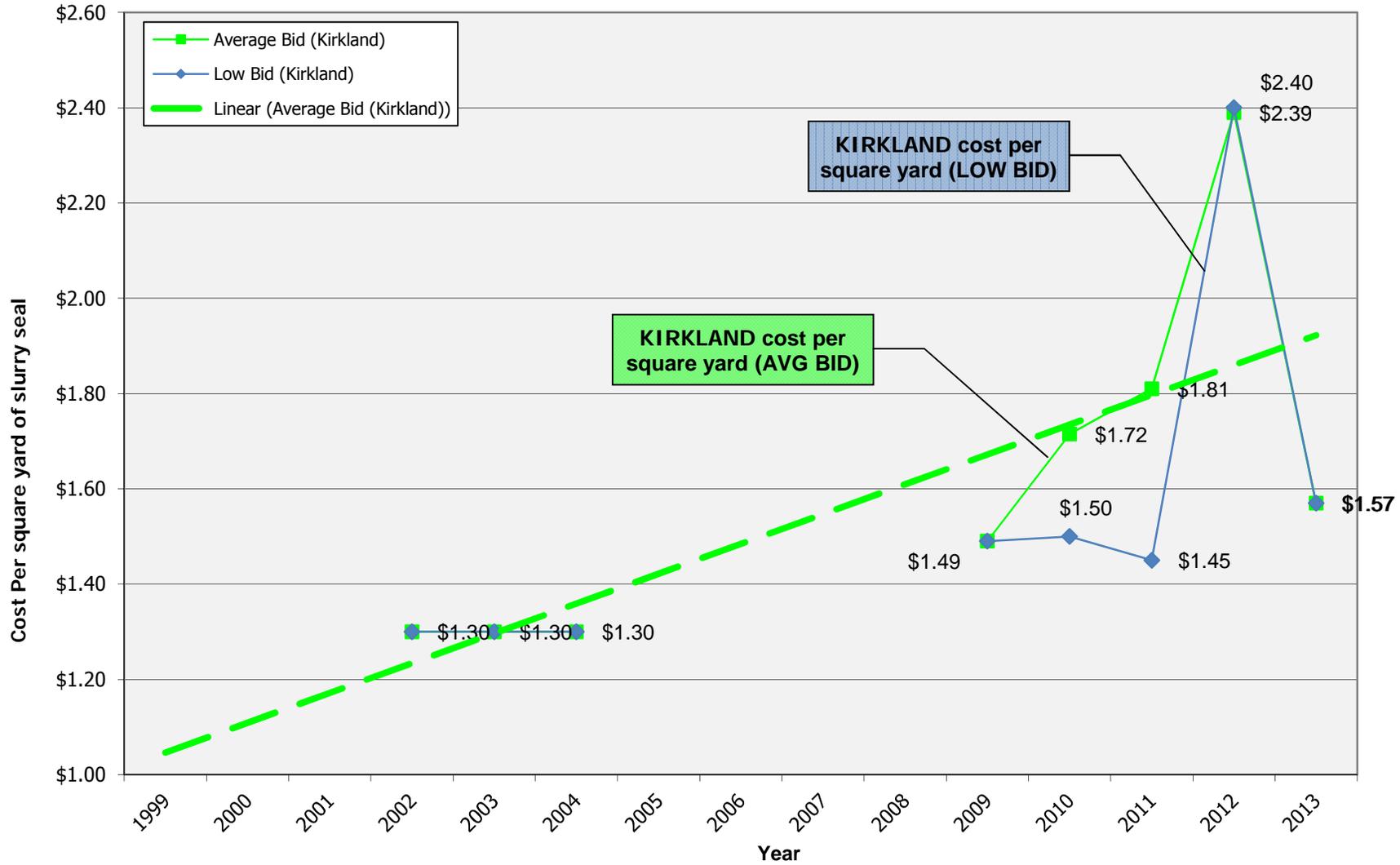


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Map shows an example of possible streets selected for slurry seal based on existing and proposed budgets. Overlay, crack seal and other types of surface treatments are not shown on this map.

Author:
 Name: CST1306 - Slurry Seal List
 Date Saved: 3/20/2013 11:45:02 AM

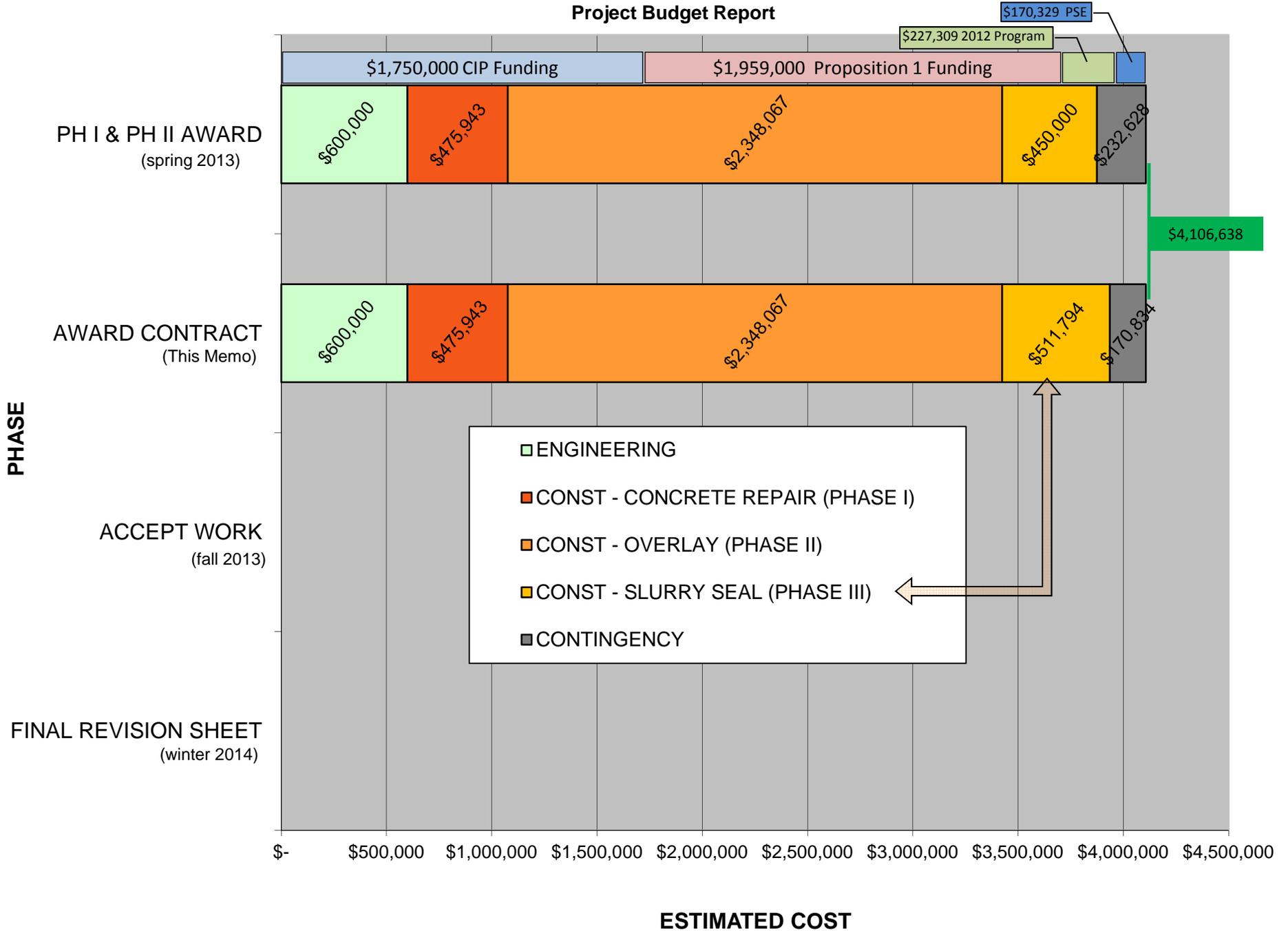
Kirkland Slurry Seal Project Cost Comparison



2013 Slurry Seal Project (ST-1306)

Attachment C

Project Budget Report



E-page 36



City of Kirkland, Public Works Department

Constructing and maintaining the public infrastructure to ensure efficient and reliable public utilities to Kirkland residents.

Slurry Seal

The City of Kirkland maintains 593 lane miles of roadway within the City limits. Slurry sealing is one of many effective tools in the City's preventative maintenance program and is typically applied to streets that are in fair to good condition. Slurry seals prolong pavement life by applying a thick, cold liquid mixture of asphalt and rock to the existing pavement surface. In general a Slurry Seal extends the pavement life by 5 to 10 years. Slurry seals are less expensive than typical asphalt overlays, but take longer to thoroughly cure (or dry) before the street can be reopened to traffic.

Slurry Seal Preventative Maintenance



For More Information:

Construction Hotline
425-587-3838

Andrea Swisstack, PE
City of Kirkland, Public Works Department
Project Engineer
Phone: 425-587-3827
aswisstack@kirklandwa.gov

Visit our web site for more information:
www.kirklandwa.gov/depart/Public_Works



City of Kirkland
Public Works Department

123 Fifth Avenue
Kirkland, WA 98033
425-587-3800 ph
425-587-3807 fax
www.kirklandwa.gov



City of Kirkland
Public Works Department

*Caring for your
infrastructure to keep
Kirkland healthy, safe and
vibrant.*

The City of Kirkland's Slurry Seal Program:

A key part of the City's Annual Street Preservation Program designed to maximize the life of your neighborhood streets. Funding for this project is through the City's Capital Improvement Program.

Phase One

City crews seal cracks in the roads and repair small areas of damaged pavement.

Residents living on streets to be slurry sealed are asked to prune back their vegetation to allow maintenance vehicles to get next to the curb. All low growing plant material should be pruned back behind the curb, and all trees are required to be trimmed to provide a 14-foot vertical clearance from the road surface.

No road closures will occur in this phase, however temporary delays might occur.



Phase Two

As the date of the actual slurry seal application gets closer, the existing pavement surface will be swept and all vegetation will be removed. Any final repairs that need to be made to the pavement surface prior to the slurry seal application will be made at this time. **No road closures will occur in this phase, however temporary delays might occur.**

Phase Three

You will receive at least 24-hour advance notice of when the slurry seal is to be applied to the prepped roads by the contractor. Please remove all cars, recreational vehicles, and personal items and equipment from the road and refrain from watering your lawn. **This is a one day process that requires a one-day road closure.** When the slurry seal is first applied, the material is brown and sticky. To prevent damage to the fresh slurry and avoid tracking, cars, bikes, people, and pets must be kept off the street until the seal is cured and the street is reopened. After the curing process is completed, the barricades and signs will be removed showing the road is reopened.

Phase Four

After the surface has dried it is normal for loose sand to shed from the surface. The Contractor is scheduled to sweep the streets approximately one week and then again three weeks after the slurry seal application.

Thank you in advance for your patience and cooperation as we maintain your neighborhood streets.



Caring for your infrastructure to keep Kirkland healthy, safe and vibrant

All information on the slurry seal process can be made available in alternative formats including language interpretation and American Sign Language (ASL), upon request by calling 425-587-3011. TTY/TTD (425) 587-3111



To receive updates via email on City and Neighborhood news, please subscribe to the Neighborhood E-Bulletin at www.kirklandwa.gov/EBulletin.htm



CITY OF KIRKLAND

Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

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

Date: June 6, 2013

Subject: Annual Striping Program (2013 Project) – Award Contract

RECOMMENDATION:

It is recommended that City Council awards a contract for the construction of Schedules A, B and D for the 2013 Striping Project to Stripe Rite, Inc., Pacific, WA, in the amount of \$194,209.25.

BACKGROUND DISCUSSION:

The Annual Striping Program maintains the pavement markings that define the travel paths for motorists, bicyclists, and pedestrians. The 2013 Striping Project includes all arterials and collectors throughout the City (Attachment A). The work efforts include the repainting of automobile lane lines, roadway symbols, and on-street public parking lines. The work also includes replacing worn thermoplastic crosswalk markings, stops bars, turn arrows and other symbols.

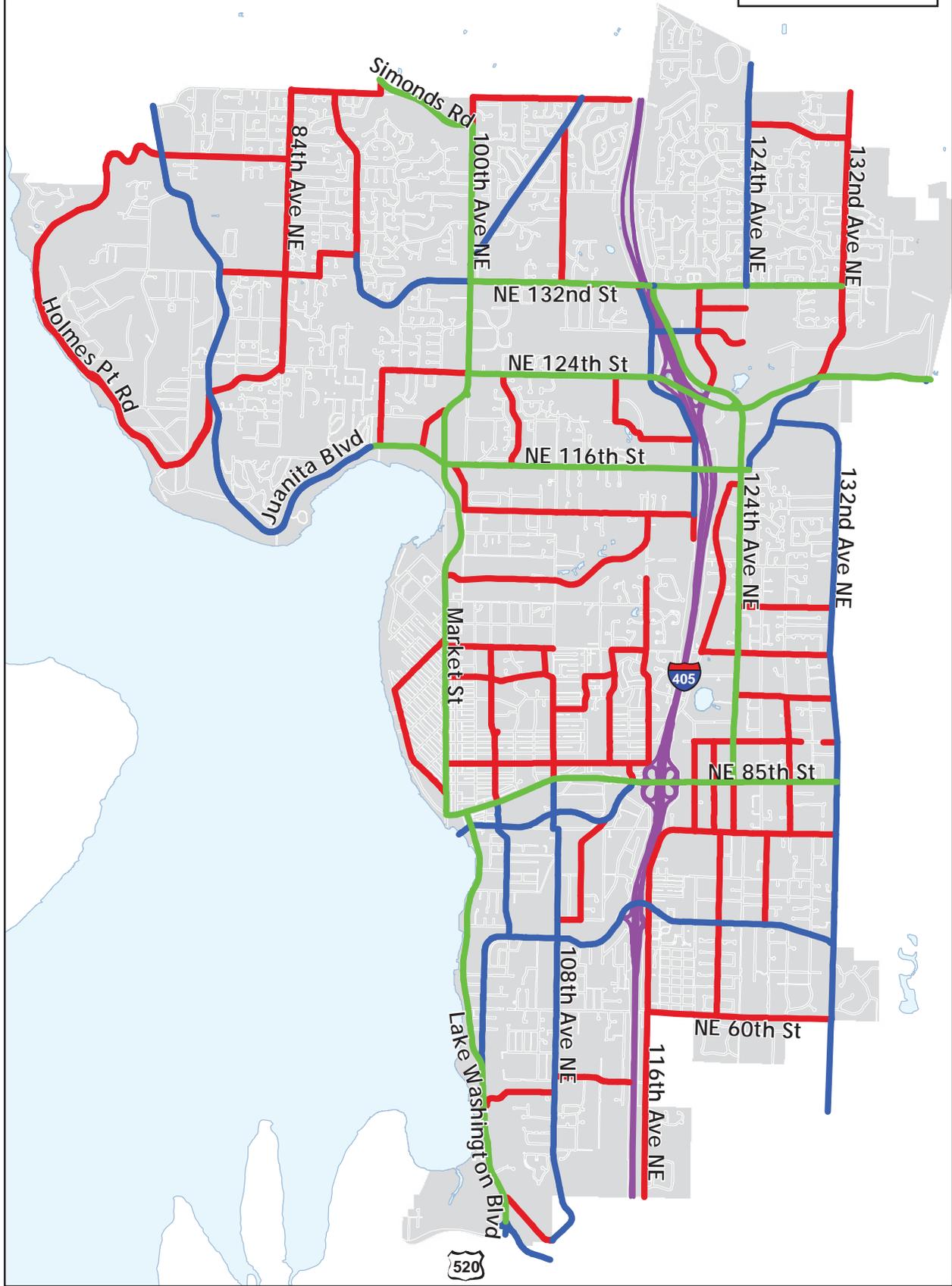
The Annual Striping Program is included in the Capital Improvement Program with a current annual budget of \$300,000 for all elements of the Project, including \$60,000 for project management and administration, public outreach, and inspection, \$218,182 for construction and a contingency of \$21,818 (Attachment B). With an engineer's estimate of \$184,500 for construction of the Base Bid elements (Schedules A + B), staff advertised for contractor bids on May 8. On May 22, 2013, two bids were received with Stripe Rite, Inc., being the lowest responsive bidder, as shown in the summary below:

Contractor	Schedule A	Schedule B	Schedule C1	Schedule C2	Schedule D	All Schedules	Recommended Award Schedules A + B + D
Stripe Rite, Inc.	\$99,600.00	\$79,609.25	\$60,750	\$6,750	\$15,000	\$261,709.25	\$194,209.25
<i>Engineer's Estimate</i>	<i>\$97,545</i>	<i>\$86,991</i>	<i>\$60,750</i>	<i>\$7,500</i>	<i>\$15,000</i>	<i>\$267,786</i>	<i>\$199,536</i>
Apply-A-Line, Inc.	\$100,985	\$131,153	\$71,750	\$14,250	\$15,000	\$14,250	\$247,138

The Base Bid, as the basis for award on this contract, consists of two schedules: Schedule A (re-painting/stripping) and Schedule B (thermoplastic on arterials and collectors). A price for three additive schedules was also included: Schedule C1 (re-painting of bike lanes and bike symbols), Schedule C2 (bike detection symbols) and Schedule D (downtown curb painting). The 2013 Project was bid this way so staff could make a recommendation to City Council for an award that maximizes the amount of work to be accomplished without exceeding the budget. In order to achieve this, staff recommends an award including Schedules A, B and D as the base elements for the Annual Program. The addition of Schedule C1 in its entirety would exceed the Project budget and Schedule C2 could be added; however, the condition of the paint on the downtown curbs (Schedule D) is worse than that of the existing bike detection symbols and staff recommends including Schedule D. Once construction begins; however, staff proposes to increase various quantities for thermoplastic and/or paint striping installed in order to make the most of the currently available construction and construction contingency budget (Attachment B).

With City Council's award of the construction contract at their meeting of June 18, the work will begin in July and be complete by the end of September, 2013. In advance of the work, staff will update all Project information on the City's web site, along with a regularly updated construction timeline.

Attachment A – Vicinity Map
Attachment B – Project Budget Report



Street Classification and State Routes

-  Principal Arterial
-  Minor Arterial
-  Collector
-  State Routes and Interstate
-  Lakes
-  City of Kirkland



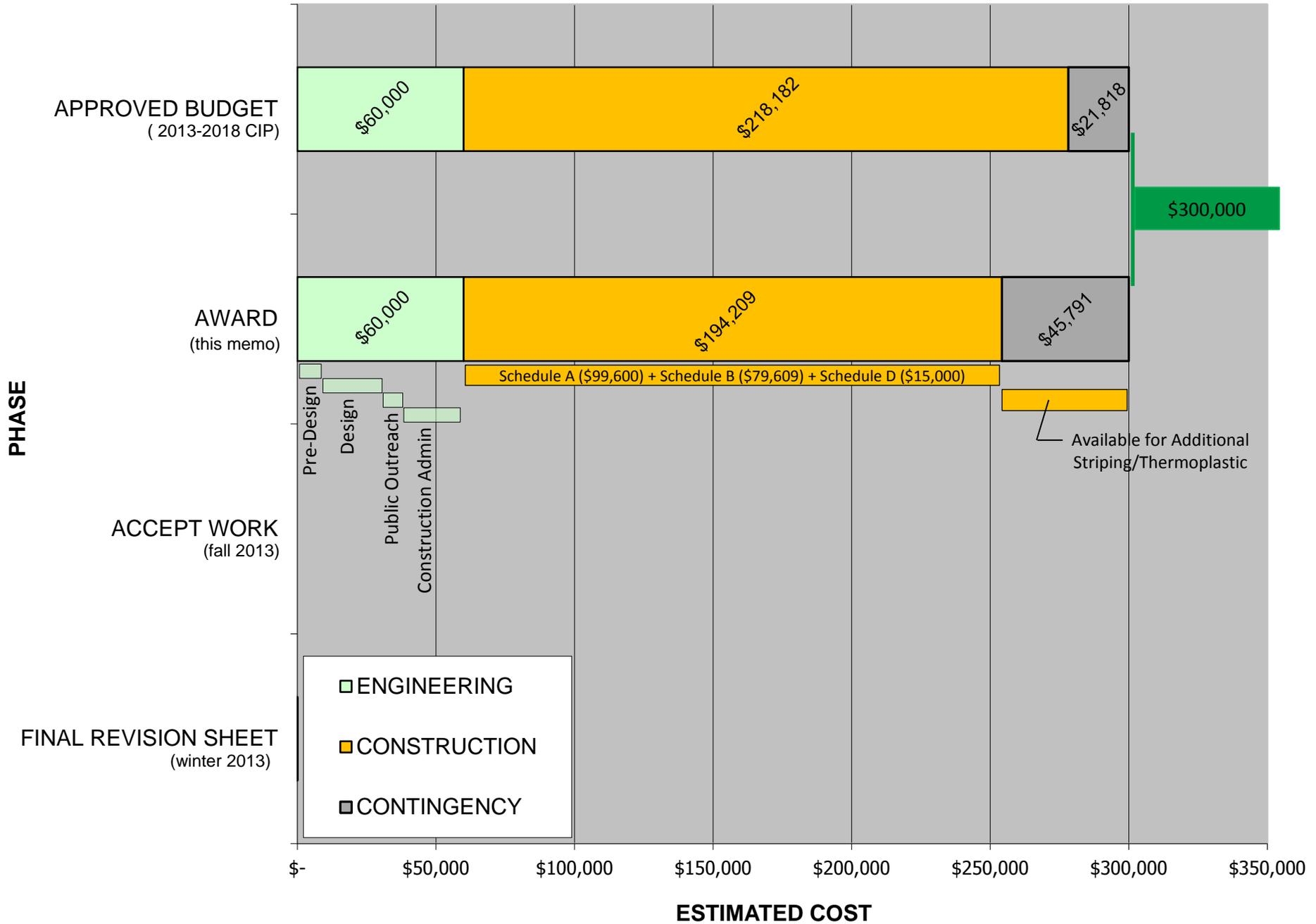
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VICINITY MAP

2013 ANNUAL STRIPING PROGRAM
(CST -1380)

Attachment B

PROJECT BUDGET REPORT



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

123 Fifth Avenue, Kirkland, WA 98033 425.587.3400

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Cherie Harris, Captain
Eric Olsen, Chief of Police

Date: June 4, 2013

Subject: **Update** - Interlocal Agreement – Regional Special Operations Unit

RECOMMENDATION:

That the City Council authorizes the City Manager to execute the attached Intergovernmental Cooperation Agreement which will incorporate the City of Mill Creek as a member of the regional special operations unit named "North Sound Metro". The City Council previously approved the Intergovernmental Cooperation Agreement on February 5th, 2013 through the passage of City Council Resolution #R-4957, allowing the City of Kirkland Police Department to become a member of North Sound Metro SWAT that includes both a tactical special response team (SRT) and a crisis negotiations team (CNT).

BACKGROUND DISCUSSION:

The Kirkland Police Department was recently invited to join a newly formed regional special operations unit made up of tactical officers from Lynnwood, Edmonds, Monroe, Bothell, Mountlake Terrace and Lake Forest Park known as North Sound Metro SWAT. By joining this regional team, Kirkland was able to meet the training mandates while greatly increasing the deployment capabilities of the current Special Operations Unit.

Since the Kirkland City Council approval of the Intergovernmental Cooperation Agreement on February 5th, 2013 the City of Mill Creek has requested permission to also join North Sound Metro SWAT team. The Governing board, made up of the participating Chiefs of Police, has approved this request and the team will receive at least one additional officer from the City of Mill Creek.

The only changes to the Intergovernmental Cooperation Agreement from the Feb 5th document are adding the City of Mill Creek and removing the Organizational Chart (which will continue to appear in the North Sound Metro Operating Manual).

The Police Department does not expect there to be a substantial increase in the amount of call outs, nor will there be any budget impact to incorporating the City of Mill Creek onto the regional team. If costs exceed what the Kirkland budget can accommodate, the Kirkland Police Chief has the option to terminate the agreement with the North Sound Metro SWAT team.

RESOLUTION R-4983

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS, KIRKLAND, LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE AND MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS/CRISIS NEGOTIATING TEAM.

WHEREAS, the cities of Bothell, Edmonds, Kirkland, Lake Forest Park, Lynnwood, Mill Creek, Monroe and Mountlake Terrace (Cities) are public agencies as defined by RCW Chapter 39.34 and RCW Chapter 10.93, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, incidents of a serious criminal nature do occur which require a need for a specially trained and equipped unit to effectively resolve the situation; and

WHEREAS, these incidents create a demand upon the resources of the respective Cities which are better and more economically served by combining resources to form a joint specialty team called the North Sound Metro Special Weapons and Tactics Team (SWAT Team); and

WHEREAS, the SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort among the police departments of the Cities to respond to and resolve criminal activity of a high risk nature in accordance with state and federal law;

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

Section 1. The City Manager is authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement between the cities of Bothell, Edmonds, Kirkland Lake Forest Park, Lynnwood, Mill Creek, Monroe and Mountlake Terrace; for the North Sound Metro Special Weapons and Tactics (SWAT)/Crisis Negotiating Team (CNT)."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2013.

Signed in authentication thereof this ____ day of _____,
2013.

MAYOR

Attest:

City Clerk

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BOTHELL, EDMONDS,
KIRKLAND LAKE FOREST PARK, LYNNWOOD, MILL CREEK, MONROE AND
MOUNTLAKE TERRACE; FOR THE NORTH SOUND METRO
SPECIAL WEAPONS AND TACTICS (SWAT)/
CRISIS NEGOTIATING TEAM (CNT)**

THIS INTERLOCAL AGREEMENT (Agreement) is entered into by and between the City of Bothell, a Washington municipal corporation (Bothell), the City of Edmonds, a Washington municipal corporation (Edmonds), the City of Kirkland, a Washington municipal corporation (Kirkland), the City of Lake Forest Park, a Washington municipal corporation (Lake Forest Park), the City of Lynnwood, a Washington municipal corporation (Lynnwood), the City of Mill Creek, a Washington municipal corporation (Mill Creek), the City of Monroe, a Washington municipal corporation (Monroe), and the City of Mountlake Terrace, a Washington municipal corporation (Mountlake Terrace), (collectively referred to hereinafter as Parties or Cities).

WHEREAS, the Cities are public agencies as defined by RCW Chapter 39.34 and RCW Chapter 10.93, and are authorized to enter into interlocal agreements to provide for joint or cooperative actions to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, incidents of a serious criminal nature do occur which require a need for a specially trained and equipped unit to effectively resolve the situation. These incidents create a demand upon the undersigned Cities respective to resources which are better and more economically served by combining resources to form a joint specialty team called the NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS, (hereinafter SWAT Team); and

WHEREAS, the SWAT Team shall be specially trained and equipped to provide a cooperative and joint effort among the undersigned Cities' police departments to respond to and resolve criminal activity of a high risk nature in accordance with state and federal law.

NOW, THEREFORE, be it agreed in accordance with RCW 39.34 and RCW 10.93:

1. CREATION AND AUTHORIZATION

The undersigned Cities hereby create THE NORTH SOUND METRO SPECIAL WEAPONS AND TACTICS (SWAT) Team. The SWAT Team is hereby authorized and directed to achieve the objectives of this Agreement.

2. OBJECTIVE

The primary objective of the SWAT Team is to respond effectively and appropriately to incidents which create a significant and higher safety risk for officers/detectives in the field and the public.

3. EXECUTIVE BOARD/SWAT STRUCTURE

The undersigned Cities hereby create an Executive Board (Board) to direct the SWAT Team. The Executive Board shall be comprised of the Police Chiefs of all participating Cities. Based upon recommendations from the SWAT Commander and or Board members, the Board reviews and approves changes and updates to the SWAT Policy and Procedures Manual (SWAT Policy) and also provides approval and gives direction on operational matters as presented and requested by the SWAT Team Commander.

Each member of the Board shall have an equal vote and voice on all Board decisions. All decisions, except those related to the SWAT Policy and Procedure manual, shall be made by a majority of voting Board members, provided a quorum of five (5) Board members are present. SWAT Policy and Procedure decisions shall require a unanimous vote from all Board members. The Board will meet at least once a quarter.

3.1 SWAT Team Structure

3.1.1 The goal of the SWAT Team is to have a minimum of twenty-four (24) trained officers and one (1) Command Level Officer (SWAT Team Commander). Staffing shall be proportional to the size of the participating city police department's commissioned strength and the ability of that police department to staff positions.

3.1.2 When subsequent attrition occurs in the SWAT Team, such vacancies shall be filled based on a mutually agreed to and managed selection process approved by the Board.

3.1.3 The Board will determine the host police department for the SWAT Team and the selection of the SWAT Team Commander. The SWAT Team Commander will recommend appointments for the positions of Assistant SWAT Team Commander and SWAT Team Leader(s) to the Board who shall have final approval.

3.1.4 Incident command shall be the responsibility of the police department of jurisdiction in which the incident occurs. The police department of jurisdiction may delegate incident command responsibility to the SWAT Team Commander, or an appointed designee in his absence, but will still be required to provide a liaison to the SWAT Team Commander for the duration of the event.

3.1.5 Distraction devices, gas munitions, and entrance explosives will be stored and handled per the SWAT Policy and Procedures manual and other applicable state and federal laws and regulations.

3.1.6 The general specifications of SWAT equipment/weapons will be contained within the SWAT Policy and Procedures manual.

3.1.7 SWAT policies and procedures will be standardized and agreed to by all participating Board members including any modifications or amendments thereto. Each Board member understands that SWAT, when activated in their respective jurisdictions, will act in accordance with the SWAT Policy and Procedures manual, as unanimously approved by the Board.

3.1.8 Except as provided herein, all personnel are deemed to be continuing employment for their respective employers when activated as members of the functionally consolidated SWAT Team. Each participating City shall be solely and exclusively responsible for the compensation, benefits, and training expenses for those personnel. All rights, duties, and obligations of the employer and the employee shall remain with that participating City. Each City shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions on any applicable collective bargaining agreements and civil service rules and regulations and its disciplinary policies and procedures.

3.1.9 During field activation of the SWAT Team, an Incident Commander, SWAT Team Commander and SWAT Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, SWAT Team Commander and SWAT Team Leader(s) shall be set forth in the SWAT Policy and Procedures manual approved by the Board.

3.2. Team Composition

The Board determines the SWAT Team composition and selection process.

3.3 Crisis Negotiating Teams

There will be a Crisis Negotiating Team (CNT) component. The Board will determine the composition of the Team and associated selection criteria.

3.4 Policy Development and Review

3.4.1 The Board shall determine who will coordinate development of SWAT Team policies and procedures. At a minimum, such policies and procedures shall address:

- a. Appointment to Team/Team Composition
- b. Risk Analysis Assessments
- c. Special Procedures

- d. Munitions Storage Policy/Equipment Considerations
- e. Diversionary Device Use and Deployment
- f. Firearms Qualification Standards
- g. Minimum Training Requirements/Fitness Standards
- h. Mutual Aid Responses

3.4.2 Following policy and procedure review and approval, copies of the SWAT Policy and Procedures manual will be provided to the police departments of participating Cities .

4. COST SHARING/BUDGET AND FINANCE

The Parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the SWAT Team, in accordance with the following:

- 4.1. For purposes of general administration, the Board shall determine which City shall be designated as the Host police department. That police department will coordinate budgetary expenditures with all participating Cities.
- 4.2. All costs associated with the initial and continued outfitting of a SWAT Team member, including but not limited to, clothing and weapons shall be the responsibility of the employing City of any team member. This equipment shall remain the property of the purchasing City. The maintenance and replacement of individual team member's equipment shall be the responsibility of the employing City.
- 4.3. Any overtime costs associated with all deployment operations or team training of SWAT Team members shall be the responsibility of the employing City of any team member.
- 4.4. All member participating Cities understand there is need for equipment, and/or training for specialty positions within the team, that may be utilized by any qualified team member during the course of operations or training.
- 4.5. Each participating City will provide an amount of money determined by the Board and approved through the budget processes of each participating City's legislative body for necessary purchases per calendar year for approved operational expenditures. The Board shall designate one (1) participating City which will establish a single SWAT Team operational budget. Participating Cities agree to leave any money left over from that calendar year in the SWAT operational budget, which will be held in the account to supplement/augment SWAT organizational operations with the approval of the Board.
- 4.6. By May of each year, the SWAT Team Commander will submit a proposed operational budget request for approval to the Board, itemizing anticipated team/specialty

training and team equipment purchase requests for the following budget cycle. Each participating City will then submit for review and consideration the proposed operational and team/specialty training and team equipment budget via their own budget process. All team/specialty equipment purchases made during the calendar year will be documented via an inventory database spreadsheet. Training and equipment for individual team members will be the responsibility of each participating City.

4.7. During unusual occurrences, emergency expenses outside the parameters of the approved SWAT Team operational budget can be approved and ratified by agreement with a quorum of the Board. These expenses will be incurred only out of operational necessity (i.e., additional overtime or supplies related to a SWAT operation).

4.8. All Parties intend that the budget and finance provision contained herein shall support the activities of SWAT Team operations and training.

5. LIABILITY FOR INDEMNIFICATION AND DEFENSE FROM THIRD PARTY CLAIMS

5.1 Equal Sharing of Liability

The Cities agree that liability for the negligent or unintentionally tortious actions of the SWAT Team or any police officer or employee working for or on behalf of the SWAT Team be shared equally on an equal shares basis between the participating Cities. It is further the agreement of the Cities that no City should be required to pay more than an equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of and is proximately caused by the actions of any officer, employee or City which is acting on behalf of or in support of the SWAT Team and acting within the scope of any person's employment or duties to said SWAT Team. This risk sharing agreement shall not apply to judgments against any party or officer for punitive damages or for damages resulting from intentionally tortious actions. This general agreement on liability sharing is subject to the following terms and conditions set for the below in Sections 5.2 to 5.10.

5.2 Hold Harmless

Each City agrees to hold harmless and indemnify the other participating Cities from any loss, claim or liability arising from or out of the negligent or unintentional tortious actions or inactions of its officers and employees or each other as related to any SWAT Team activity. Such liability shall be apportioned among the Cities equally on an equal shares basis subject to any limitation set forth below.

5.3 Defense of Lawsuits

Each City shall be responsible for selecting and retaining legal counsel for itself and for any employee of said City who is named in a lawsuit alleging liability arising out of

SWAT Team operations. Each City who retains counsel for itself and/or its officers and employees shall be responsible for paying the attorney's fees incurred by that counsel. The Cities shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

5.4 Notice of Claims and Lawsuits and Settlements

In the event that a lawsuit is brought against a participating City, its officers and employees for actions arising out of their conduct in support of the SWAT Team operations, it shall be the duty of each said City to notify the other Cities that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single City shall require equal shares contribution by any City unless it was done with the knowledge and specific consent of the other participating Cities. Any settlement made by any individual City or member which does not have the consent of the other participating Cities to this Agreement will not require any sharing of payment of said settlement on behalf of the non-consenting Cities.

5.4.1 Settlement Procedure

5.4.1(1) Any City who believes that it would be liable for a settlement or judgment which should be equally shared by the other participating Cities to this Agreement shall have the burden of notifying each other participating City of all settlement demands made to that City and any claims and/or lawsuits naming that city and/or its officers and employees for what may be a joint liability. Furthermore, if the other participating Cities are not named as parties to the actions, it shall be the burden of the City named in the lawsuit to keep the other participating Cities fully apprised of all developments in the case and all settlements demands, mediations or any other efforts made towards settlement. Settlements require the specific consent of all participating Cities to this Agreement before any equal share obligations for payment by all participating Cities becomes effective.

5.4.1(2) No City shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all participants to this Agreement and on behalf of their respective employees and officers. It is the intent of this Agreement that the Cities act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Parties to this Agreement agree with the settlement costs or, in the alternative, that all Parties to this Agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial. However, in the event that a settlement demand is presented to all the participating Cities to this Agreement and there is not unanimous consent to pay the settlement, then and only then the following results shall occur:

5.4.1(2)(1) The Cities shall be free to seek a separate settlement with the claimant and/or plaintiff which would eliminate the liability of that City and/or its officers and employees and, if such separate settlement is reached, that City would have no responsibility to pay any proportionate amount of any judgment rendered against the Cities and/or their officers and employees that did not settle. A City making a separate settlement would not have to pay any proportion amount of any subsequent settlement that others might reach. Any City making a separate settlement would have no right to seek any reimbursement or contribution for any portion of a settlement which said City had reached separately with the claimant and/or plaintiff.

5.5 Cooperation in Defense of Lawsuits

The Cities and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the SWAT Team and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

5.6 Payment of Judgments

Unless there is an exception as provided in paragraphs 5.4.1(2) and 5.4.1(2)(1), it is the intention of the participating Cities under this Agreement to jointly pay any judgment on an equal share basis for any judgment against any officer and/or employee and/or City for negligence or unintentional tortious action arising out of their conduct in the course of their employment or duties as SWAT Team members or in support of such SWAT Team operations; regardless of what percentage of liability may be attributed to that participating City or its officers and employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the Parties to add up the total combined judgment against any participating City and/or officer and/or employee for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into equal shares and each City would then pay its equal share of the total combined judgment to satisfy the judgment. Any City which refused to pay its equal share would then be liable to the Cities who paid that City's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying City.

5.7 Nothing Herein Shall Require Or Be Interpreted To:

5.7.1 Waive any defense arising out of RCW Title 51.

5.7.2 Limit or restrict the ability of any City, officer or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to

seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

5.7.3 Cover or apportion or require proportionate payment of any judgment against any individual or City for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines or sanctions against any individual or City. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require equal sharing of any punitive damage awards, fines or sanctions.

5.8 Insurance Coverage

The Cities shall, to the best of their ability, coordinate their liability insurance coverage's and/or self-insured coverage's to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the member Cities signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual City from its obligation under this Agreement.

6. NON-WAIVER

A waiver by any City hereto of a breach of any other City hereto of any covenant or condition of this Agreement shall not impair the right of the City not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of any City to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

7. AMENDMENTS

This Agreement may only be amended by written agreement of all the undersigned Cities that have not terminated their respective participation under this Agreement.

8. SEVERABILITY

Should any clause, phrase, sentence or paragraph of the Agreement or its application to any party or circumstance be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement and/or their application to other parties and circumstances, not declared invalid or void, shall remain in full force and effect.

9. TERM AND TERMINATION

9.1 The minimum term of this Agreement shall be one (1) year, effective upon its adoption. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement.

9.2 Any Party may withdraw from and terminate participation under this Agreement upon the giving of thirty (30) calendar days advance written notice of intent to withdraw/terminate to the other Parties herein. Withdrawal during any calendar year shall not entitle the withdrawing Party to a reduction or refund with respect to funds budgeted for or otherwise committed with respect to the withdrawing Party for any calendar year. Termination of this Agreement and/or withdrawal of a Party shall not terminate Section 5 hereof with respect to the withdrawing Party as to any incident arising prior to the withdrawal of the Party and Section 5 shall survive the termination of this Agreement with respect to any cause of action, claim or liability arising on or prior to the date of termination.

9.3 A majority of the participating Cities may terminate this Agreement at any time. Such termination shall be set forth in a document signed by the authorized Chief Executive Officer or designee of a majority of the participating Cities.

9.4 Upon termination of this Agreement by the participating Cities, property used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the City that provided or paid for such items. Items that were jointly purchased by the Cities will be distributed between the police departments on a basis agreed to in writing by the respective police chiefs.

9.5 In the event that a City withdraws from and terminates participation under this Agreement in accordance with Section 9.2, property that was paid for and/or provided by that City and was used and/or in the possession of the SWAT Team pursuant to the terms and conditions of this Agreement, including but not limited to vehicles, equipment, firearms, ammunition and Class C low explosives, shall belong to and shall be returned to the withdrawing/terminating City. Items that were jointly purchased by the Cities will continue to remain with and be available for use by the SWAT Team until such time that this Agreement is terminated in its entirety.

10. NOTICES AND CONTACTS

Unless otherwise directed in writing, notices, reports, invoices, payments and other documents shall be delivered to each City as follows:

City of Bothell
Attn: Police Chief
18410 101st Ave., N.E.
Bothell WA 98011

City of Edmonds
Attn: Police Chief
250 5th Ave., N.
Edmonds WA 98020

City of Kirkland
Attn: Police Chief
123 5th Ave.
Kirkland, WA 98033

City of Lake Forest Park
Attn: Police Chief
17425 Ballinger Way, N.E.
Lake Forest Park WA 98155

City of Lynnwood
Attn: Police Chief/Purchasing
19321 44th Ave., W.
Lynnwood WA 98036

City of Mill Creek
Attn: Police Chief
15728 Main St.
Mill Creek, WA 98012

City of Monroe
Attn: Police Chief
806 West Main Street
Monroe WA 98272

City of Mountlake Terrace
Attn: Police Chief
5906 232nd St., S.W.
Mountlake Terrace WA 98043

Notices mailed by any City shall be deemed effective on the date mailed. Any City may change its address for receipt of reports, notices, invoices, payments and other documents by giving the other Cities written notice of not less than seven (7) days prior to the effective date.

11. GOVERNING LAW

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

12. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Snohomish County, Washington.

13. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

14. FILING

As provided by RCW 39.34.040, this Agreement shall be filed prior to its entry in force with the Snohomish County Auditor, or, alternatively, listed by subject on the website of each participating City.

Dated this _____ day of _____, 2013

CITY OF KIRKLAND

By: _____
Title: _____
Dated: _____

ATTEST:

By: _____
City Clerk
Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney
Dated: _____

**CITY OF KIRKLAND****Department of Finance and Administration**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3100

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Barry Scott, Purchasing Agent

Date: May 16, 2013

Subject: REQUEST TO ENTER INTO INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute an Intergovernmental Cooperative Purchasing Agreement with the National Joint Powers Alliance (NJPA) in order to purchase off of their competitively bid contracts when it is determined to be in the best interest of the City to do so.

BACKGROUND:

The NJPA is a Minnesota based public agency that offers its services as a purchasing cooperative to over 50,000 member entities. NJPA offers a variety of products, equipment and services to the members of the cooperative from competitively bid contracts. More than seven hundred (700) government entities in Washington State are registered as participating members of NJPA.

Fleet Management is currently considering the replacement of a Case Backhoe/Loader estimated to cost from \$90,000 to \$105,000, depending on the model and selected options. The local Case dealer has recommended that our purchase be made using the NJPA contract. Staff has reviewed the bid documents issued by NJPA, the bids that were received and the evaluation of those bids and have found the competitive process and resulting prices to be favorable. For the low end configuration, the potential price with tax would be \$87,840. With the more expensive control configuration, the potential cost would be a total of \$91,989.34. (As a price comparison, last September the City of Seattle negotiated a "Sole Source" contract for Case backhoe/loaders with a total purchase price of \$100,890.83 per unit.) Final pricing depends on the number and types of options selected. The agreement does not require us to use the NJPA. If the final NJPA bid is not a lower cost, Kirkland would use some other methodology to procure the equipment.

The NJPA program is very similar to other cooperative purchasing programs that the City participates in (e.g. King County Directors' Association, US Communities, National Purchasing Partners). Membership in the NJPA program will simply provide the City with another tool in its purchasing toolbox.

There are no fees charged to the government entities participating as members of NJPA.

RESOLUTION R-4984

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING PARTICIPATION BY THE CITY IN A MEMBERSHIP AGREEMENT WITH THE NATIONAL JOINT POWERS ALLIANCE FOR THE PURPOSE OF ENGAGING IN COOPERATIVE PURCHASING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY OF KIRKLAND.

WHEREAS, the City of Kirkland and the National Joint Powers Alliance seek to enter into a membership agreement enabling the City of Kirkland to purchase goods and services through the National Joint Purchasing Alliance's contracts; and

WHEREAS, the City Council has determined it to be in the best interest of the City of Kirkland to enter into such a membership agreement; and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into an interlocal cooperation agreement to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform;

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

Section 1. The City Manager is 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 "National Joint Powers Alliance Membership Agreement."

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of ____, 2013.

Signed in authentication thereof this ____ day of ____, 2013.

MAYOR

ATTEST:

City Clerk

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



This Agreement, made and entered into this _____ day of _____, 20____, by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and City of Kirkland hereinafter referred to as the "Applicant".

Witnesseth:

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 as a service cooperative (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

**National Joint Powers Alliance®
202 12th Street NE
Staples, MN 56479**

Member Name:

By _____
AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Its Kurt Triplett, City Manager
TITLE

TITLE

DATE

DATE



**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**

ORGANIZATION INFORMATION (Required Information)**

Applicant Name: ** City of Kirkland

Address: ** 123 5th Avenue

City, State, Zip ** Kirkland, WA 98033

Federal ID Number: 91-6001255

Contact Person: ** Barry Scott

Title: ** Purchasing Agent

E-mail: ** bscott@kirklandwa.gov

Phone: _____

Website: _____

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- K-12
- Government or Municipality (please specify: City)
- Higher Education
- Other (please specify: _____)

I WAS REFERRED BY: (please specify)

- Advertisement _____
- Current NJPA Member _____
- Vendor Representative Sonsray Machinery
- Trade Show _____
- NJPA Website _____
- Other _____

Completed applications may be returned to:

National Joint Powers Alliance ®
202 12TH Street NE
Staples, MN 56479

Duff Erholtz

Phone 218-894-5490

Fax 218-894-3045

E-mail duff.erholtz@njpacoop.org



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

MEMORANDUM

To: Kurt Triplett

From: Pam Bissonnette, Interim Public Works Director
Rob Jammerman, Development and Environmental Services Manager
Jenny Gaus, Surface Water Engineering Supervisor

Date: June 3, 2013

Subject: Totem Lake Stormwater Retrofitting Plan – Grant Agreement

RECOMMENDATION:

It is recommended that City Council:

- Authorizes the City Manager to sign a document substantially equivalent to the attached Grant Agreement with Ecology for the Totem Lake Stormwater Retrofitting Project.

BACKGROUND DISCUSSION:

The City has been notified by the Washington State Department of Ecology (Ecology) that the Totem Lake/Juanita Watershed Stormwater Retrofit Planning Project has been selected to receive \$250,000 in grant funding through the National Estuary Program - Watershed Protection and Restoration – Stormwater Retrofit Planning and Pre-Design Program.

Much of the Totem Lake area was developed prior to 1990, when the first stormwater flow control and treatment requirements that protect water quality and stream health were implemented (Attachment A). Stormwater facilities constructed prior to 1990 were solely focused on flood control.

This Totem Lake project will build upon work previously completed for the Juanita Creek Basin that developed ecological watershed-based goals for stormwater retrofitting and modeled various scenarios against those goals. Kirkland will use that model to develop plans and cost estimates for retrofit facilities that will best meet those goals for the Totem Lake/Juanita Creek watershed. Project partners include King County, the Urban Land Institute, and the King Conservation District. The project will result in creation of at least 3 and up to 8 pre-design reports for stormwater retrofit projects that can be used to apply to the Legislature and/or Ecology for construction grant funds and/or that can be incorporated in the City's Surface Water Capital Improvement Program.

An ancillary goal of this work is to find more efficient and cost-effective methods for providing stormwater flow control and water quality treatment for the Totem Lake basin. Currently, property owners are required to provide stormwater mitigation to forested conditions on a site-by-site basis as they develop or redevelop. Existing public streets have little or no flow control

and water quality treatment, and it is anticipated that this will be required as streets are rebuilt and potentially as new requirements are added to the City's NPDES Municipal Stormwater Permit. This work will attempt to provide regional facilities that can serve multiple public and private properties at a lower cost than smaller site-by-site facilities. This will support revitalization of the Totem Lake Business District.

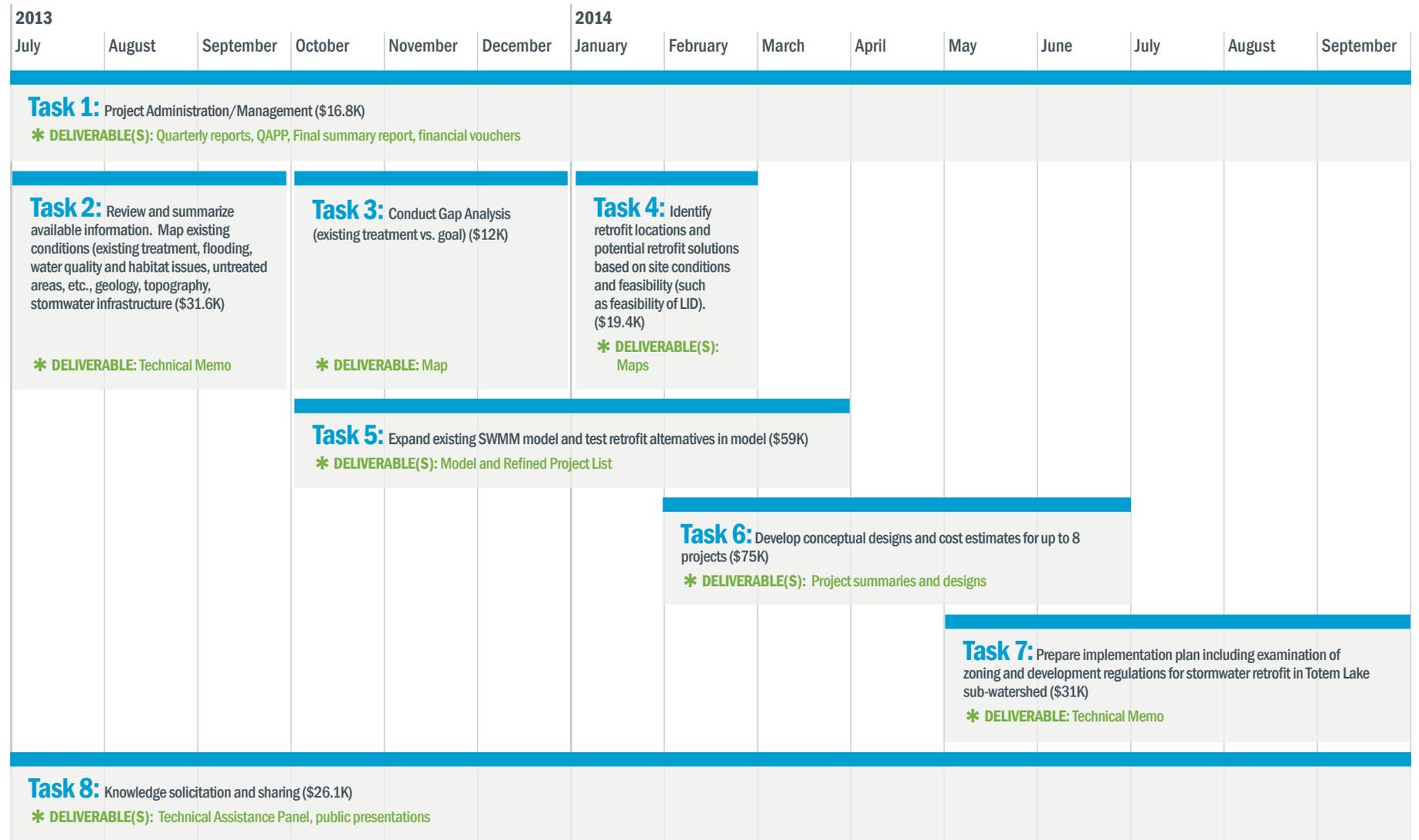
The total project cost is estimated at \$270,960. The bulk of the project work will be completed by a consultant to be chosen via an RFQ process. City staff time of approximately 270 hours to manage and participate in the project is being provided as in-kind match with an estimated value of \$23,860. Surface Water Engineering group members currently provide review for the surface water portion of development proposals. As development activity has increased dramatically in the last 6 months, staff workload has risen such that it would be difficult to accommodate this grant work without additional help. Public Works is already in the process of arranging to have a consultant provide development review services to be funded by permit fee reserves set aside for this purpose. Use of consultants will free up staff from the Surface Water Group to participate in this grant project.

Ecology has requested one change to the proposed scope of work. In the proposed scope (Attachment D), Kirkland commits to providing conceptual designs for up to 8 projects. Ecology wants to have a "Pre-Design" report produced for each project. "Pre-Design" reports have a greater level of detail than is typically provided for a conceptual design. Ecology wants this type of report in order to be able to quickly appeal for funds to construct the projects. Discussions are on-going with Ecology, and it is likely that Kirkland will provide a lower number of projects, perhaps 3, with "Pre-Design" reports, rather than providing the originally proposed 8 conceptual designs. The modeling work and identification of potential project locations will be the same, but there will be fewer project designs that have a greater level of detail. The scope may not be finalized with Ecology until after the Council meeting on June 18th. However any final scope will be "substantially equivalent" to this scope or staff will return to the Council for approval of an updated document.

- Attachment A: Vicinity Map
- Attachment B: Scope Graphic
- Attachment C: Grant Template
- Attachment D: Grant Draft Scope of Work

FIGURE 7

City of Kirkland Stormwater Retrofit Grant Application: Scope, Schedule and Budget Schematic



Budget



Goal: Identify and implement stormwater retrofit projects in Totem Lake Sub-Watershed to test application of ECY08 flow control standards.



**NATIONAL ESTUARY PROGRAM (NEP)
WATERSHED PROTECTION AND RESTORATION
GRANT FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND THE**

GRANT AGREEMENT NUMBER

[PROJECT TITLE]

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**NATIONAL ESTUARY PROGRAM (NEP)
WATERSHED PROTECTION AND RESTORATION
GRANT FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND THE**

THIS is a binding agreement between the state of Washington Department of Ecology [ECOLOGY] and [RECIPIENT]. The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

Project Title:

Grant Number:

State Fiscal Year:

Total Project Cost: \$

Total Eligible Cost: \$

DEPARTMENT Share: \$

RECIPIENT Share: \$

DEPARTMENT Maximum Percentage: %

EFFECTIVE DATE:

EXPIRATION DATE:

RECIPIENT INFORMATION

RECIPIENT Name:

Mailing Address:

Fax Number:

Federal Taxpayer ID Number:

PROJECT Manager:

Email Address:

Phone Number:

PROJECT Financial Officer:

Email Address:
Phone Number:

ECOLOGY CONTACT INFORMATION

Project Manager:

Email Address:
Phone Number:
Fax Number:
Mailing Address:

Kim Harper

kim.harper@ecy.wa.gov
(425) 649-4451
(425) 649-7098
WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452

Project Financial Officer:

Email Address:
Phone Number:
Fax Number:
Mailing Address:

Kirsten Weinmeister

kirsten.weinmeister@ecy.wa.gov
(360) 407-6514
(360) 407-7151
WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- NEP Funds: (Catalog of Federal Domestic Assistance No. 66.123) Amount:
 Yes No
- Increased Oversight? Yes No

PART II. NEP FUNDING BACKGROUND

In October 2010, the Environmental Protection Agency (EPA) solicited a Request for Proposals to implement priority work consistent with the 2009 Action Agenda for the protection and restoration of Puget Sound. EPA solicited proposals from applicants that would serve as a Lead Organization (LO) for one of four areas of emphasis. In January 2011, Washington State agencies were selected as LOs, to coordinate six-year efforts to develop and implement strategies in four areas of emphasis:

- Watershed protection and restoration (LOs – Departments of Ecology and Commerce)
- Marine and nearshore protection and restoration (LOs – Departments of Fish & Wildlife and Natural Resources)
- Toxics and nutrients prevention, reduction and control (LO – Department of Ecology)
- Pathogen prevention, reduction, and control (LOs – Departments of Health and Ecology).

- For the Watershed grant, EPA allocated just over \$14 million for the first three years of the grant. Subsequent funding is in part dependent on demonstration by the selected LOs to EPA and Congress that funds can be expeditiously and appropriately expended with significant measureable results. The LO work is being coordinated with EPA and PSP and is an important part of the Action Agenda update process.

PART III. PROJECT OVERVIEW

KEEP THIS SHORT

PART IV. SCOPE OF WORK

Task 1- Project Administration/Management

The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- A. The RECIPIENT must manage the project. Efforts will include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.
- B. The RECIPIENT must ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Task 2- _____ (Total Task Cost: \$ _____)

- A.
- B.

Task 2 Deliverable or Target Date:

Task 3- _____ (Total Task Cost: \$ _____)

- A.
- B.

Task 3 Deliverable or Target Date:

Task 4- _____ (Total Task Cost: \$ _____)

A.

B.

Task 4 Deliverable or Target Date:

Task 5- _____ (Total Task Cost: \$ _____)

A.

B.

Task 5 Deliverable or Target Date:

PART IV. PROJECT BUDGET

[Project Name]		
TASKS/OBJECTS	TOTAL PROJECT COST	TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$	\$
2 -	\$	\$
3 -	\$	\$
4 -	\$	\$
Total	\$	\$
ECOLOGY's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: % of TEC		\$
RECIPIENT Share: % of TEC		\$
Cash \$		
Interlocal \$		
In-kind \$		
Is any combination of the above match allowed? <input type="checkbox"/> Yes <input type="checkbox"/> No		

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE NATIONAL ESTUARY PROGRAM * RIPARIAN PART IF NECESSARY

BEST MANAGEMENT PRACTICES (BMP) IMPLEMENTATION

If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible.

Technical assistance for eligible water quality-related agriculture activities provided under the terms of this agreement must be consistent with current U.S. Natural Resources Conservation Service (NRCS) standards and Technical Guide. Technical assistance, proposed practices, or project designs that do not meet these standards may be accepted if approved in writing by the NRCS and ECOLOGY.

All restoration activities must be consistent with the Stream Habitat Restoration Guidelines, available at <http://wdfw.wa.gov/publications/01374/wdfw01374.pdf>, and the requirements below. If the RECIPIENT wishes to design a riparian buffer not consistent with the following requirements, the RECIPIENT must submit an adequate justification as to why these cannot be met and an alternate plan to ECOLOGY for review and approval.

1. Riparian Buffers:

- a. For agricultural areas, minimum buffer size for streams will be 35 feet (on both sides of the stream) measured from the top of the stream bank. For those streams which provide habitat for endangered or threatened aquatic species, the minimum buffer size will be two active stream channel widths (but not less than 35 feet on both sides). To maintain fully functional riparian ecosystems and provide sufficient habitat to meet the needs of fish and wildlife, it is recommended that the RECIPIENT use Washington Department of Fish and Wildlife buffer widths table whenever possible.
- b. When buffers are to be created in forested areas, buffer width must also be consistent with Forest Practices Rules.
- c. The RECIPIENT must obtain a conservation easement or a landowner agreement signed by the landowner prior to the establishment of a riparian buffer on private property. The conservation easement must be consistent with Funding Guidelines FY 2012 - 2013. The easement or a landowner agreement must be effective for a minimum of ten years unless otherwise authorized by ECOLOGY.
- d. The RECIPIENT must develop a written and signed three-year maintenance plan prior to establishing all riparian buffers. This plan will detail responsibilities for both the landowner and the RECIPIENT and must include details concerning, but not limited to, watering plants, replacing dead plants, controlling noxious weeds, and repairing and maintaining buffer fencing.
- e. Buffers established as part of this grant may not violate county Critical Area Ordinances, county Shoreline Rules, or other state and local regulations.

2. Riparian Plantings:

- a. The RECIPIENT must develop plans for all riparian buffers prior to establishment which include plant locations and species. The plan must be based on an assessment of native plant associations and community types.
- b. The RECIPIENT must only plant species that are riparian in nature and indigenous to the primary watershed where the buffer is being established. (Ask the question, “Would this plant historically have occurred at this site?”)
- c. The RECIPIENT must use, to the greatest extent possible, genetically appropriate plant materials collected from the primary or secondary watershed where the buffer is to be established.
- d. The RECIPIENT must utilize, to the greatest extent possible, plant species that are early successional within the primary watershed. Early successional species are those whose characteristics are such that they are first to colonize after a disturbance.

3. Streambank Protection:

- a. Streambank protection projects must not stand alone, but be part of a larger riparian buffer project. The project must include the buffer and planting requirements listed above.
- b. Rock should not be used to armor a bank against the erosive forces of a stream or river unless a bridge, road, or other manmade structure cannot be protected by any other means. In any situation where rock is to be used, the RECIPIENT must submit the design to ECOLOGY for an evaluation.
- c. Streambank protection designs must be consistent with the Aquatic Habitat Guidelines: Integrated Streambank Protection Guidelines document provided by ECOLOGY upon request.

4. Livestock Watering:

- a. If the RECIPIENT proposes to convey water from a stream or river to a stock tank, the project must be consistent with the Policy for Conveying Stockwater Away From Streams to Protect Water Quality (Water Resources Program Policy POL-1025) and the requirements specified in the associated program funding guidelines. This policy allows small amounts of water consistent with historic practice to be diverted to stockwater tanks for consumption by livestock.
- b. Off-stream watering systems will be the priority above designs that include water gaps in fencing for livestock access. If the RECIPIENT wishes to design water gaps, a plan must be submitted to ECOLOGY which details the design and a description of why off-stream systems cannot be utilized as well as detailing how potential impacts to water quality resulting from water gaps will be minimized.

BMP TRACKING/INVOICING

If the RECIPIENT implements an off-stream water facility, livestock feeding area BMPs, or a direct seed program the RECIPIENT must track the costs by landowner in vouchers submitted to ECOLOGY in order to ensure that the entire eligible cost of that BMP is reimbursed in full and does not exceed the financial assistance limit established in the BMP guidance.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY upon request. RECIPIENT must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to ECOLOGY's project manager prior to any soil disturbing activities. ECOLOGY will contact ECOLOGY of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

ECOLOGY of Archaeology and Historic Preservation has provided guidance that can be accessed online at: <http://www.dahp.wa.gov/section-106>
<http://www.dahp.wa.gov/sites/default/files/External%20FINAL.pdf>

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

Fair Share Objectives, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the recipient's non-Technical Assistance Grant assistance agreements from EPA in the current fiscal year is over \$250,000. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Washington Office of Minority and Women's Business Enterprises** as follows:

MBE: PURCHASED GOODS 8%; PURCHASED SERVICES 10%; PROFESSIONAL SERVICES 10%

WBE: PURCHASED GOODS 4%; PURCHASED SERVICES 4%; PROFESSIONAL SERVICES 4%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar

construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Washington Office of Minority and Women's Business Enterprises**.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts when procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of ECOLOGY of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

EDUCATION AND OUTREACH

The RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

The RECIPIENT must provide ECOLOGY up to two copies and an electronic copy either on floppy disks or CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product. The RECIPIENT must also supply ECOLOGY with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.

*** content of this condition can be edited or deleted to fit the needs of the agreement***

EQUIPMENT PURCHASE

The following equipment will be eligible for purchase through this project: . The total cost of all equipment purchased under this project will not exceed \$. Changes in equipment type must have prior approval from ECOLOGY.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

In order to comply with the FFATA, the recipient must complete the FFATA Data Collection Form and return it to ECOLOGY. ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsr.gov . This information will be made available to the public at www.usaspending.gov. Recipients who do not have a DUNS number can find guidance at www.grants.gov . **Please note that Ecology will not pay any invoices until it has received the completed FFATA Data Collection Form.** Any recipient that meets each of the criteria below must also report compensation for its five top executives, using Ecology's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

See www.fsr.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

FINAL PAYMENT

All payments must be submitted to ECOLOGY and paid in full no later than 90 days after the date listed in the Time Extension condition below. Any payment requests received after this date will not be eligible for reimbursement. Final payments are not eligible for reimbursement until all work is complete and all required paperwork had been submitted and approved by ECOLOGY.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY upon request.

INCREASED OVERSIGHT

At ECOLOGY'S request, the RECIPIENT agrees to submit all backup documentation with each payment request submittal. In addition, ECOLOGY's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. ECOLOGY's Financial Manager may require a list of items included in the indirect rate at any time.

LIGHT REFRESHMENTS

The RECIPIENT may spend up to \$ _____ per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$ _____ * this condition may be deleted if not applicable*

MATCHING REQUIREMENTS * this condition may be deleted if not applicable*

Cash, interlocal, or in-kind match is allowed to meet match requirements for this project. Interlocal contributions will also count as cash match. Applicants may NOT use other grant funds for meeting this match requirement.

Matching funds must be incurred during the award period, and used for eligible project expenses reasonable and necessary to complete the work plan. In-kind contributions include volunteer or donated time, equipment, expertise, salaries, or other verifiable costs, and are subject to the federal regulations governing matching fund requirements at 40CFR 31.24 or 40 CFR 30.23, as applicable. All grant funds are subject to federal audit. Any restrictions on the use of grant funds also apply to the use of matching funds.

Interlocal Match Requirement. The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements are consistent with all of the following:

- Terms of this grant agreement
- The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this agreement.
- Chapter 39.34 RCW Interlocal Cooperation Act

In-Kind Match Requirement. If in-kind match is specified in the project budget, property and services donated by organizations or individuals may be used.

Documentation will be required for all donated property and services.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to ECOLOGY at the time of submitting each invoice, on forms provided by ECOLOGY, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

PAYMENT REQUEST SUBMITTALS

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by ECOLOGY's Financial Manager. ECOLOGY's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation: The RECIPIENT must submit all payment request vouchers and supportive documentation to ECOLOGY's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms:

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs: The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a “reimbursable basis” no more often than once per month unless allowed by ECOLOGY’s Financial Manager. ECOLOGY’s Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit electronic quarterly progress reports to ECOLOGY’s Financial Manger and Project Manager. Payment requests will not be processed unless all progress reports have been submitted to ECOLOGY.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a current Progress Report. A progress report must be submitted even if no progress has occurred.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The recipient must also attach all landowner agreements signed during the respective quarter to each progress report.

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to ECOLOGY as requested by ECOLOGY’s Project Manager or Financial Manager:

- Electronic copy of draft project completion report
- Electronic copy of final project completion report
- Educational products developed under this agreement – up to 2 copies
- Documents that require ECOLOGY Approval – 2 copies (one for ECOLOGY and one for the RECIPIENT)
- Interlocal agreements – 1 copy for ECOLOGY’s Financial Manager
- Professional services procurement agreements – 1 copy to ECOLOGY’s Financial Manager

Additional Required Document Submittals for the National Estuary Program used by ECOLOGY to satisfy Federal Provisions.

- Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form – 1 signed original copy submitted to ECOLOGY’s Financial Manager with the first payment reimbursement request

SPECIAL CONDITION FOR RECIPIENTS IN SNOHOMISH AND KING COUNTY

For RECIPIENTS in either Snohomish or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude ECOLOGY from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

VOLUNTEER TIME DOCUMENTATION

The RECIPIENT must report to ECOLOGY the total number of volunteer (unpaid) hours contributed to the restoration or monitoring project, including time not being credited for matching purposes. This information will be conveyed to the Governor of the State of Washington in fulfillment of a request for state agencies to collect information about volunteers working for clean water* **This condition may be deleted if not applicable.**

QUALITY ASSURANCE

Quality Assurance Project Plan (QAPP). Prior to initiating project activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP) Waiver Form. If ECOLOGY’s Quality Control Manager determines that a QAPP is needed, the RECIPIENT must prepare a QAPP. The QAPP must follow Ecology’s *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Guidelines)*, July 2004 (Ecology Publication No. 04-03-030). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology’s project manager for review, comment, and must be approved before starting the environmental activities covered by the QAPP. For more information, visit:

<http://www.ecy.wa.gov/programs/eap/qa/docs/GranteeQAPP/index.html>

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on ECOLOGY of Ecology's Environmental Assessment Program's website, available at:

<http://www.ecy.wa.gov/apps/eap/acclabs/labquery.asp>

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If GIS data is collected, Ecology data standards are encouraged. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables. More information is available at:

<http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>

ATTACHMENT II: FEDERAL PROVISIONS

The Sub-Recipients shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

ADMINISTRATIVE CONDITIONS

1. Cost Principles

Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR 230 (A-122) Nonprofit Organizations
- FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at http://www.whitehouse.gov/omb/circulars_default. Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements

The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. Sub-Recipient may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. Recycled Paper

Institutions of Higher Education Hospitals and Non-Profit Organizations

In accordance with 40 CFR 30.16, Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

State Agencies and Political Subdivisions

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

State and Local Institutions of Higher Education and Non-Profit Organizations

In accordance with 40 CRF 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

State Tribal and Local Government Recipients

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not

apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. Lobbying

Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

Part 30 Recipients

All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Lobbying and Litigation

Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment

Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Sub-Recipient may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. Drug-Free Workplace Certification

Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award. Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. The consequences for violating this condition are detailed

under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. Reimbursement Limitation

If Sub-Recipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

10. Trafficking in Persons

The following prohibition statement applies to Sub-Recipient, and all sub-awardees of Sub-Recipient. Sub-Recipient must include this statement in all sub-awards made to any private entity under this Agreement.

“YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES’ EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD.”

11. DUNS and CCR Requirements

Unless otherwise exempted from this requirement under 2 CFR 25.110, Sub-Recipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later. Sub-Recipient may not make a sub-award to any entity unless the entity has provided its DUNS number to Sub-Recipient.

12. FY2011 ACORN Funding Restriction

No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

13. Disadvantaged Business enterprise Requirements, General Compliance

Sub-Recipient agrees to comply with the requirements of EPA’s Program for Utilization of Small, Minority and Women’s Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

14. Sub-Awards

If Sub-Recipient makes sub-awards under this Agreement, Sub-Recipient is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. Sub-Recipient agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain Ecology's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

15. FY12 APPR ACT: Unpaid Federal Tax Liabilities and Federal Felony Convictions

This award is subject to the provisions contained in ECOLOGY of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

PROGRAMMATIC CONDITIONS

1. Semi-Annual Performance Reports

Consistent with 40 CFR §35.115 and EPA Order 5700.7, the sub-recipient will submit performance reports using the Financial and Ecosystem Accounting Tracking System (FEATS) form every six (6) months during the life of the project. The FEATS form will be provided to the sub-recipient by the Ecology Project Manager. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted on or before April 15th and October 15th of each calendar year to the Ecology Project Manager. It is preferred that reports be submitted by electronic mail. In accordance with 40 CFR Part 30.51(d) and 40 CFR Part 31.40, as appropriate, the sub-recipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan and sub-awards for the period.
- (b) The reasons for slippages if established outputs/outcomes were not met.

- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the sub-recipient shall immediately notify Ecology Project Manager of developments that have a significant impact on the award-supported activities. In accordance with 40 CFR Part 30.51(f) and 40 CFR Part 31.40(d), as appropriate, the sub-recipient agrees to inform the Ecology Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

“THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER PUGET SOUND ECOSYSTEM RESTORATION AND PROTECTION COOPERATIVE AGREEMENT GRANT PC-00J20101 WITH WASHINGTON STATE DEPARTMENT OF ECOLOGY. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE.”

3. Copyrighted Material

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Ecology acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

4. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Ecology Project Manager prior to releasing any final reports or products resulting from the funded study.

5. Quality Assurance.

The RECIPIENT must first complete a Quality Assurance Project Plan (QAPP) waiver form (see <http://www.ecy.wa.gov/programs/eap/qa/docs/NEPOAPP/index.html>). Completing the waiver form may indicate that a detailed QAPP is required. *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* can be found at <http://www.ecy.wa.gov/biblio/0403030.html>. The RECIPIENT must submit a waiver or QAPP to Ecology’s QA Officer for review, comment, and final approval prior to conducting any work on the project (e.g., field measurements, sample collections, laboratory analyses, analysis of

existing data, modeling). All relevant environmental data must be submitted to Ecology in EIM format (see <http://www.ecy.wa.gov/eim>) unless specified otherwise by the QA Officer.

ATTACHMENT III: GENERAL TERMS AND CONDITIONS FOR DEPARTMENT OF ECOLOGY

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by ECOLOGY.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to ECOLOGY that all approvals and permits have been secured, and make copies available to ECOLOGY upon request.
2. Discrimination. ECOLOGY and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to ECOLOGY the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, ECOLOGY shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by ECOLOGY or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to ECOLOGY within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to ECOLOGY with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to ECOLOGY any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a

statement of the action taken or proposed and any assistance needed from ECOLOGY to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by ECOLOGY along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by ECOLOGY. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by ECOLOGY, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to ECOLOGY and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. ECOLOGY may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by ECOLOGY may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in ECOLOGY's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by ECOLOGY and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to ECOLOGY by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this agreement, ECOLOGY may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of ECOLOGY, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the State of Washington because of any breach of agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of ECOLOGY to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of ECOLOGY is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude ECOLOGY from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, ECOLOGY reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of ECOLOGY.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish,

recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of ECOLOGY; present papers, lectures, or seminars involving information supplied by ECOLOGY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
3. Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by ECOLOGY. If said property is lost, stolen or damaged while in the RECIPIENT's possession, ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to ECOLOGY all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of ECOLOGY by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds. If payments have been discontinued by ECOLOGY due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the

RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of ECOLOGY, may become ECOLOGY'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of ECOLOGY through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of ECOLOGY a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any

corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. ECOLOGY shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

City of Kirkland - Totem Lake/Juanita Creek Basin Stormwater Retrofit Conceptual Design

PROJECT OVERVIEW

This project will build on previous work completed for Juanita Creek Basin that developed ecological watershed-based goals for retrofitting and modeled various scenarios against those goals. This project will apply the recommended flow control and water quality treatment scenario that most closely meets ecological goals and develop prioritized plans and cost estimates for on-the-ground facilities to implement that scenario. This project is a pilot implementation of this ecological goal-based approach to stormwater control in support of watershed restoration.

SCOPE OF WORK

Task 1- Project Administration/Management:

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required deliverables.
- B. The RECIPIENT will manage the project. Efforts will include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; grant managers at Ecology; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT will ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Deliverables:

1. Quality Assurance Project Plan (QAPP) Waiver Form and, if necessary, QAPP
2. Quarterly progress reports and financial vouchers
3. Semi-annual FEATS status reports
4. Final project summary report

Task 2- Review and Summarize Available Information:

- A. The RECIPIENT will review available data from existing reports, GIS (geographic information systems) coverages, and hydrologic and hydraulic models. Sources of data include: stormwater infrastructure data, geologic maps, geotechnical and well-bore data, water quality monitoring data, Pollutant Hot Spots Analysis, Stormwater Retrofit Analysis and Recommendations for Juanita Creek Basin in the Lake Washington Watershed, stormwater facility data, existing and potential future land use and zoning, critical areas maps, SWMM model for Totem Lake area, and Juanita Creek HSPF hydrologic model.
- B. The RECIPIENT will evaluate data to determine location and severity of existing problems in relation to existing flow control and/or water quality treatment and opportunities for retrofit.
- C. The RECIPIENT will evaluate site condition data with regard to potential stormwater flow control and water quality treatment alternatives, including shallow and deep infiltrative techniques. Available groundwater data, geologic conditions, topography, and critical areas maps will be reviewed to determine the potential for infiltrative stormwater management techniques.
- D. The RECIPIENT will conduct field visits to validate data review, including stormwater facility locations and conditions, infrastructure, and critical areas.

Deliverables:

1. Technical memorandum documenting data review and summarizing existing conditions, potential future conditions, and stormwater retrofit opportunities. Technical memorandum will include site maps illustrating existing conditions and preliminary locations of potential stormwater retrofit opportunities.

Task 3- Conduct Gap Analysis:

- A. The RECIPIENT will create a map showing locations of existing stormwater treatment facilities, contributing drainage areas, and standards of treatment. For facilities where no information is available, assumptions will be made based on the age of the facility and the standards or design manual that was presumed to be used at the time of facility construction.
- B. The RECIPIENT will compare existing treatment in the Totem Lake sub-watershed to treatment needed to meet current water quality standards and flow control standard ECY08.

Deliverables:

1. Map of areas (1) treated for stormwater flow control, including standards for matching peaks and/or durations, (2) treated for water quality treatment, including standards for basic or enhanced treatment and/or targeted pollutants, and (3) without existing stormwater treatment, including pollution-generating and non-pollution generating impervious or pervious surfaces.

Task 4- Identify Stormwater Retrofit Locations and Types of Solutions:

- A. Using existing data summary (Task 2) and the gap analysis (Task 3), the RECIPIENT will identify potential locations for stormwater retrofit, including new facilities and/or repurposing or re-configuration of existing facilities.
- B. The RECIPIENT will create a location map of potential infiltrative low impact development opportunities, using existing data summarized in Task 2.
- C. The RECIPIENT will develop a list of potential stormwater retrofit solutions for each opportunity location based on site-specific conditions including space (right-of-way available, vacant parcels, etc.), topography (flat vs. steep terrain), conveyance considerations, infiltration potential, and other site considerations.

Deliverables:

1. Map of potential stormwater retrofit locations.
2. Map of potential infiltrative low impact development stormwater retrofit opportunities.
3. List of stormwater retrofit techniques that could be employed at each location.

Task 5- Expand Existing SWMM Model and Test Alternatives:

- A. The RECIPIENT will expand the existing SWMM model developed for the lower portion of the Totem Lake sub-watershed to include the entire Totem Lake sub-watershed, including existing stormwater treatment facilities.
- B. The RECIPIENT will test alternative stormwater retrofit scenarios against current water quality treatment standards and flow control standard ECY08. The RECIPIENT will iterate various solutions in the model to optimize existing treatment facilities and implement new facilities capable of meeting the standards.

Deliverables:

1. Expanded SWMM model.
2. Refined list of stormwater retrofit scenarios (location, size and type) that will meet flow control standard ECY08 and current water quality standards.

Task 6- Prepare List of Stormwater Retrofit Projects, Conceptual Designs and Cost Estimates:

- A. The RECIPIENT will develop conceptual designs and planning level cost estimates for up to 8 different stormwater retrofit capital improvement projects. These projects will be included in the City's updated Surface Water Master Plan for inclusion in the City's Capital Improvement Program, and will be prioritized with other identified capital improvement projects based on feasibility and benefit.
- B. The RECIPIENT will develop non-capital stormwater retrofit alternatives, including code revisions, incentives, and other mechanisms to encourage private stormwater retrofit that will help collectively achieve the ECY08 standard and current water quality standards in the Totem Lake sub-watershed.

Deliverables:

1. Conceptual designs (location, type and size) and planning level cost estimates for up to 8 stormwater retrofit capital improvement projects.
2. Project summaries for up to 3 non-capital stormwater retrofit alternatives. Examples of non-capital stormwater retrofit alternatives include basin-specific incentive programs, private-public partnerships, and development code or zoning revisions.

Task 7- Develop Implementation Plan:

- A. The RECIPIENT will develop criteria (focusing on feasibility and benefits) for which to prioritize projects identified in Task 6.
- B. The RECIPIENT will prioritize capital improvement projects and non-capital stormwater retrofit alternatives based on feasibility and benefit criteria.
- C. The RECIPIENT will develop an implementation schedule for retrofit in the Totem Lake sub-watershed. The implementation schedule will focus on City-driven projects, but will also include retrofit projects that will likely occur with redevelopment on private parcels.

Deliverables:

1. Technical implementation plan memorandum for Totem Lake sub-watershed stormwater retrofit, including project list, costs, schedule, and background information developed in previous tasks. The implementation plan will be an appendix to the City's updated Surface Water Master Plan, and projects will be included in the capital improvement project list.

Task 8 - Knowledge Solicitation and Sharing:

- A. The RECIPIENT will convene a technical assistance panel (TAP) through project partner, Urban Land Institute Northwest, to address stormwater retrofit opportunities in the context of land use planning, and redevelopment potential. The technical assistance panel will provide feedback to the project team following development of initial stormwater retrofit projects.
- B. The RECIPIENT will present results of Totem Lake sub-watershed stormwater retrofit project at APWA (American Public Works Association) stormwater manager's meeting to share lessons learned and project approach with local and regional jurisdictions, regulators and consultants.

Deliverables:

1. Technical Assistance Panel summary report.
2. Powerpoint presentation summarizing results.

Summary Table of Deliverables by Task

Task Number	Deliverable Description	Due Date
1	Quality Assurance Project Plan (QAPP) Waiver Form and, if necessary, QAPP	7/30/2013
1	Quarterly progress reports and financial vouchers	Quarterly
1	Semi-annual FEATS status reports	Semi-annually
1	Final project summary report	9/30/2014
2	Technical memorandum documenting data review and summarizing existing conditions, potential future conditions, and stormwater retrofit opportunities. Technical memorandum will include site maps illustrating existing conditions and locations of potential stormwater retrofit opportunities.	9/30/2013
3	Map of areas (1) treated stormwater flow control, including standards for matching peaks and/or durations, (2) treated for water quality treatment, including standards for basic or enhanced treatment and/or targeted pollutants, and (3) without existing stormwater treatment, including pollution-generating and non-pollution generating impervious or pervious surfaces.	12/30/2013
4	Map of potential stormwater retrofit locations.	2/28/2014
4	Map of potential infiltrative low impact development stormwater retrofit opportunities.	2/28/2014
4	List of stormwater retrofit techniques that could be employed at each location.	2/28/2014
5	Expanded SWMM model.	1/30/2014
5	Refined list of stormwater retrofit scenarios (location, size and type) that will meet flow control standard ECY08 and current water quality standards.	3/30/2014
6	Conceptual designs (location, type and size) and planning level cost estimates for up to 8 stormwater retrofit capital improvement projects.	6/30/2014

6	Project summaries for up to 3 non-capital stormwater retrofit alternatives. Examples of non-capital stormwater retrofit alternatives include basin-specific incentive programs, private-public partnerships, and development code or zoning revisions.	6/30/2014
7	Technical implementation plan memorandum for Totem Lake sub-watershed stormwater retrofit, including project list, costs, schedule, and background information developed in previous tasks. The implementation plan will be an appendix to the City's updated Surface Water Master Plan, and projects will be included in the capital improvement project list.	9/15/2014
8	Technical Assistance Panel summary report.	4/30/2014
8	Powerpoint presentation summarizing results.	9/15/2014

DRAFT

Budget Table 1. Total Cost by Task

Totem Lake/Juanita Creek Basin Stormwater Retrofit Conceptual Design		
TASKS	TOTAL PROJECT COST	TOTAL ELIGIBLE COST
Task 1. Project Administration/Management	\$16,807	\$0
Task 2. Review and Summarize Available Information	\$31,600	\$31,600
Task 3. Conduct Gap Analysis	\$12,000	\$12,000
Task 4. Identify Stormwater Retrofit Locations and Types of Solutions	\$19,400	\$16,400
Task 5. Expand Existing SWMM Model and Test Alternatives	\$59,053	\$57,000
Task 6. Prepare List of Stormwater Retrofit Projects, Conceptual Designs and Cost Estimates	\$75,000	\$75,000
Task 7. Develop Implementation Plan	\$31,000	\$31,000
Task 8. Knowledge Solicitation and Sharing	\$26,100	\$24,100
TOTAL	\$270,960	\$247,100
The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Tracey Dunlap, Director of Finance & Administration
Sri Krishnan, Financial Planning Manager
Date: June 11, 2013
Subject: **2013 MID-YEAR BUDGET ADJUSTMENTS**

RECOMMENDATION:

City Council approves the ordinance adjusting the 2013-2014 budget appropriation for selected funds.

BACKGROUND DISCUSSION:

The Mid-Year Budget review normally addresses a variety of topics regarding the current budget biennium. However, this review will be accomplished at the Council retreat on June 17th. Therefore this memo addresses recommendations concerning mid-year budget adjustments needed to meet unanticipated needs, recognizing additional resources, and housekeeping adjustments.

MID-YEAR BUDGET ADJUSTMENTS

State law prohibits expenditures from exceeding the budgeted appropriation for any fund and requires the City to adjust appropriations when:

1. Unanticipated revenue exists and will potentially be expended;
2. New funds are established during the budget year which were not included in the original budget; or
3. The City Council authorizes positions, projects, or programs not incorporated into the current year's budget.

This budget adjustment allows for appropriation increases where it is anticipated that total expenditures may be in excess of the adopted 2013-2014 budget.

Unless there is an immediate need, budget adjustments that represent ongoing increases in the level of service are generally not introduced at mid-year. Rather, they are submitted as service package requests during the budget preparation and mid-biennial review processes.

Carryovers and other one-time housekeeping adjustments to the 2013-2014 Budget were presented and adopted by the Council on April 2. As usual for the Mid-Year Adjustment process,

the adjustments included in this action are for unexpected issues such as grant funding and Council use of reserves that have occurred since the last adjustment and final adjustments reflecting actual beginning cash balances (Resources Forward).

Total appropriation adjustments result in a net budget increase of \$8,212,067 primarily due to adjustments for actual beginning cash balances and new capital projects added with external revenue sources. The budget adjustment summary (Attachment A) shows both line item and appropriation changes. Line item changes are administrative adjustments within funds and are provided for reference. Appropriation adjustments change the total budget and require adoption of the ordinance.

Council Directed/Other Requests and Previously Approved Adjustments – The first category of adjustments includes any additional changes identified by Council and formalizing previously approved actions (fiscal notes, etc). Some of these requests have been approved by the Council since the adjustments in April 2013, but the formal appropriation adjustment is occurring as part of the mid-year budget update. Appropriation changes under this category amount to \$3,718,164.

The following is a list of adjustments:

- New capital projects totaling \$3,107,000, requiring matching City funding of \$556,000 and receiving new external funding of \$2,551,000:
 - 98th Avenue (Forbes Creek) Bridge Seismic Upgrade (\$1,415,00) — Seismic upgrades to this bridge funded by a Federal Highway Bridge Program grant and city funding for grant-ineligible internal engineering costs of \$15,000 from Real Estate Excise Tax (REET) 2 reserves.
 - Surface Water Decant Facility (\$1,268,000) — Improvements to the City's decant facility funded by a Department of Ecology grant of \$951,000 and the city match of \$317,000 funded from the Surface Water Capital Reserve.
 - NE 112th Street Sidewalk (\$424,000) — Project received \$200,000 grant funding from the Washington State Transportation Improvement Board and the city match of \$224,000 is funded from REET 2 reserves (\$214,000) and from the 2013 Street Levy pedestrian safety program (\$10,000).
- Funding to purchase property adjacent to Juanita Heights Park from the Park & Acquisition Program and 2012 Park Levy for Neighborhood Park Land Acquisition (\$666,625).
- Use of REET 1 Reserves for the award of bid for the Public Safety Building construction project, including painting bid alternate (\$259,031).
- Funding of \$120,000 for a master plan for Totem Lake Park. This consisted of repurposing the remaining balance in the Shoreline Restoration project (\$82,000) and use of REET 1 Reserves (\$38,000).
- Use of REET 2 Reserves for acceptance of work for the Central Way Pedestrian Enhancements Phase 2 project (\$50,000). This project also returned approximately \$21,000 to the Surface Water Transportation Reserve for a net increase of \$29,000.
- The use of approximately \$49,000 from park easement proceeds to fund up to \$30,000 for the Peter Kirk Park/Transit Center restroom renovation project and the balance for restoration efforts at Kiwanis Park as part of the Green Kirkland program. (This request is also on the June 18th agenda as a separate consent item.)

- Funding for the 6th Street Sidewalk project due to reduced available external funding (\$25,243 from Surface Water Transportation Reserve and \$3,045 from REET 2 Reserves). While the total project budget remains the same, this adjustment reallocates \$60,000 of cost from the General Government to Surface Water based on revised engineering estimates.
- Use of Council Special Project of \$11,000 for Celebrate Kirkland Fourth of July Fireworks.
- Use of development services reserves to fund additional temporary staffing, including a construction inspector, building staff, a permit system technology analyst, resources to improve development application forms, plan review consulting, and planning staff and contracted services. This will assist with the heavier workload from increased development activity, as well as provide resources to complete the permit system project and implement selected recommendations from the development services (Zucker) report.

2013 Resources Forward – Beginning fund balance (cash) was estimated as part of the 2013-2014 budget process during fall 2012 and adjusted in April for some funds to recognize carryovers from 2012 into 2013-2014. Now that 2012 is complete and the books have been closed, a final analysis has been completed for all funds to reconcile the estimated resources forward with actual balances. Funds will receive an adjustment (increase or decrease) to the budgeted beginning balance with a corresponding offset to the expenditure side. The offset is usually to a reserve account, but may be to other line items depending on the nature of the change in beginning balance. A net increase of \$2.5 million is primarily due to differences in capital project carryover estimates to actual carryovers. These funds were planned to be spent in 2012 are now being carried over to be spent in 2013 and therefore are already obligated.

There is a net decrease of \$153,535 in the General Fund balance due to adjustments to assorted revolving accounts to reflect expenditures decreasing a net of \$180,820, offset by final revenue and expenditure transactions increasing by \$27,285. Also, the resources forward adjustments to REET and impact fee funds reflect unanticipated revenues of \$249,611 and \$841,658 respectively and are not yet programmed to be spent. The total resources forward adjustment is \$3.4 million.

Housekeeping Items – The third category of adjustments resulting in appropriation changes of \$1,065,127, are needed to adjust budget accounts, fund balances, etc., including:

- Adjust the depreciation transfers from the utility operating funds to the utility capital funds to reflect final utility rates. Water/Sewer capital depreciation contributions increase by \$790,833 and Surface Water by \$28,683. These transfers were already budgeted in the operating funds.
- Technology rates were reconciled based on final budget decisions and reallocated based on final staffing. The rates decreased approximately \$196,000 for the biennium, although some funds experienced an increase due to changes to staffing allocations. General Fund rates decreased by about \$217,000 for the biennium. The savings in the General Fund is being set aside for Council consideration to potentially fund expenses as described in the staff memo regarding the draft public disclosure ordinance regarding the email archiving system and legal hold.
- Adjust the replenishment transfer to the Contingency Fund from the General Fund to recognize final budget decisions, which increases the amount by \$174,555 for a total of \$224,555. The full replenishment amount was already budgeted in the General Fund.

- Recognize approximately \$85,000 set aside from seized funds received from the Secret Service in 2012 in the General Fund that are required to be used for public safety capital expenses.
- Use of \$57,000 from savings realized in the defibrillator replacement capital project to replace failed fire hose and other equipment in the General Fund.
- Funding of approximately \$23,000 from the Surface Water Operating fund reserves for the City's share of the Northstar surface water detention pond per an agreement with the Lake Washington School District.
- Use of about \$17,000 from the Fleet operating reserve to purchase a replacement hoist.
- Recognize approximately \$16,000 from insurance proceeds to fund the replacement of stolen fire radios.
- Use the remaining balance of \$9,000 from the Street Operating Fund sidewalk opportunity fund to supplement the 2013 Annual Sidewalk program in the Transportation Capital Projects fund.
- Recognizing contributions from Kiwanis for the Youth Summer Feeding Program and grant from Evergreen Hospital for Senior Council programs.

SUMMARY

The budget is adopted at the fund level which sets the total expenditure authority for the biennium for each fund. A summary of the adjustments and 2013-2014 revised budget by fund type is included in the table on the following page:

Fund Type	Current 13-14 Budget	Adjustments	Revised 13-14 Budget
General Government:			
General Fund	175,350,780	64,386	175,415,166
Other Operating Funds	30,062,561	240,238	30,302,799
Internal Service Funds	69,474,764	(130,017)	69,344,747
Non-Operating Funds	125,213,944	5,933,539	131,147,483
Utilities:			
Water/Sewer	77,881,400	1,771,137	79,652,537
Surface Water	40,481,477	658,387	41,139,864
Solid Waste	32,634,724	(325,603)	32,309,121
Total Budget	551,099,650	8,212,067	559,311,717

City of Kirkland
2013 Budget
2013 Mid Year Budget Adjustment Summary

Adjustment Type	Dept.	Description	Adjustments	Appropriation Adjustment	Funding Source			Funding Source/Notes
					Internal Transf./Chrg.	Resources Forward	External Revenue	
General Fund								
Council Directed/Other	CMO	Celebrate Kirkland Fourth of July Fireworks	11,000					Council Special Projects Fund
Council Directed/Other	PCD	Planning Staffing and Professional Services	85,500					Development Services Reserve
Council Directed/Other	PW	Interlocal Agreement for Construction Inspector	118,100					Development Services Reserve
Council Directed/Other	FB	Building Division Staffing	46,448					Development Services Reserve
Council Directed/Other	FB	Development Services Forms Improvements	35,000					Development Services Reserve
Council Directed/Other	N/A	IT Position to Support Development Services	210,018					Development Services Reserve
Housekeeping	PW	Plan Review Consulting	50,000	50,000	50,000			Development Services Reserve
Housekeeping	CMO	Celebrate Kirkland 2012 Payment to KDA	7,000					General Government Reserves
Housekeeping	PCD	Youth Summer Feeding Program - Kiwanis Donation	1,000	1,000			1,000	Kiwanis Donation
Housekeeping	PCD	Evergreen Grant for Senior Council and Senior Program	8,000	8,000			8,000	Grant from Evergreen Hospital
Housekeeping	FB	Motorola Radios	16,544	16,544			16,544	Insurance Payment (To Replace Stolen Radios)
Housekeeping	PD	Public Safety Capital Expenses	85,377	85,377	85,377			General Fund (Recognize seized funds for PD)
Housekeeping	FB	Public Safety Equipment Funding from CIP	57,000	57,000	57,000			Public Safety CIP
Housekeeping	Various	Technology Rates Reconciliation	(217,012)					IT Rates
Housekeeping	ND	Revolving Accounts Beginning Balances Reconciliation	(180,820)	(180,820)		(180,820)		Resources Forward
Housekeeping	ND	Resources Forward Reconciliation (net)	27,285	27,285		27,285		Resources Forward
General Fund Total			360,440	64,386	192,377	(153,535)	25,544	
OTHER FUNDS								
Lodging Tax Fund								
Housekeeping	ND	Technology Rates Reconciliation	6					IT Rates
Housekeeping	ND	Resources Forward Reconciliation	16,675	16,675		16,675		Resources Forward
Lodging Tax Fund Total			16,681	16,675	-	16,675	-	
OTHER FUNDS continued								
Street Operating Fund								
Housekeeping	PW	Technology Rates Reconciliation	(28,454)					IT Rates
Housekeeping	PW	Resources Forward Reconciliation	165,546	165,546		165,546		Resources Forward
Street Operating Fund Total			137,092	165,546	-	165,546	-	
Cemetery Operating Fund								
Housekeeping	PK/FA	Resources Forward Reconciliation	21,439	21,439		21,439		Resources Forward
Cemetery Operating Fund Total			21,439	21,439	-	21,439	-	

E-page 106 Adjustment Type	Dept.	Description	Adjustments	Appropriation Adjustment	Funding Source			Funding Source/Notes
					Internal Transf./Chrg.	Resources Forward	External Revenue	
Parks Maintenance Fund								
Housekeeping	PK	Technology Rates Reconciliation	37,384					IT Rates
Housekeeping	PK	Resources Forward Reconciliation	36,578	36,578		36,578		Resources Forward
Parks Maintenance Fund Total			73,962	36,578	-	36,578	-	
Parks Levy Fund								
Housekeeping	IT	Technology Rates Reconciliation	(1,821)					IT Rates
Parks Levy Fund			(1,821)	-	-	-	-	
Contingency Fund								
Housekeeping	N/A	Contingency Replenishment	174,555	174,555	174,555			General Fund Replenishment Transfer
Housekeeping	N/A	Resources Forward Reconciliation	(44,640)	(44,640)		(44,640)		Resources Forward
Contingency Fund			129,915	129,915	174,555	(44,640)	-	
Impact Fees Fund								
Housekeeping	N/A	Resources Forward Reconciliation	841,658	841,658		841,658		Resources Forward
Impact Fees Fund Total			841,658	841,658	-	841,658	-	
Real Estate Excise Tax Fund								
Housekeeping	N/A	Resources Forward Reconciliation	249,611	249,611		249,611		Resources Forward
Real Estate Excise Tax Fund Total			249,611	249,611	-	249,611	-	
LTGO Debt Fund								
Housekeeping	N/A	Resources Forward Reconciliation	2,562	2,562		2,562		Resources Forward
LTGO Debt Fund Total			2,562	2,562	-	2,562	-	
UTGO Debt Fund								
Housekeeping	N/A	Resources Forward Reconciliation	(1,113)	(1,113)		(1,113)		Resources Forward
UTGO Debt Fund Total			(1,113)	(1,113)	-	(1,113)	-	
General Capital Projects Fund								
Council Directed/Other	PK	Juanita Heights Park Land Acquisition	666,625	-				Park & Acquisition Program and 2012 Park Levy
Council Directed/Other	PW	Public Safety Building Award of Bid	259,031	259,031	259,031			REET 1 Reserves
Council Directed/Other	PK	Totem Lake Park Master Plan	120,000	38,000	38,000			Shoreline Restoration (\$82k), REET 1 Reserves (\$38k)
Council Directed/Other	PK	Kiwanis Park restoration	19,358	49,358			49,358	Park Easement Rev (\$30k transfer for PK restroom)
Housekeeping	N/A	Resources Forward Reconciliation	1,104,276	1,104,276		1,104,276		Resources Forward
General Capital Projects Fund Total			2,169,290	1,450,665	297,031	1,104,276	49,358	

E-page 107 Adjustment Type	Dept.	Description	Adjustments	Appropriation Adjustment	Funding Source			Funding Source/Notes
					Internal Transf./Chrg.	Resources Forward	External Revenue	
Transportation Capital Projects Fund								
Council Directed/Other	PW	Grant Match for NE 112th St Sidewalk	424,000	424,000	224,000		200,000	TIB Grant/REET 2 Reserves/2013 Street Levy
Council Directed/Other	PW	Central Way Pedestrian Enhancements Phase 2	50,000	50,000	50,000			REET 2 Reserves
Council Directed/Other	PW	Transit Center Restroom Renovation	30,000	30,000	30,000			Park Easement Proceeds (Transfer from Gen Capital)
Council Directed/Other	PW	6th St Sidewalk project	(60,000)	(60,000)	3,045		(63,045)	Trans Improvement Board Grant/REET 2 Reserves
Council Directed/Other	PW	Forbes Cr Bridge upgrade project	1,415,000	1,415,000	15,000		1,400,000	Federal Hwy Bridge Program Grant/REET 2 Reserves
Housekeeping	PW	2013 Annual Sidewalk Program	9,000	9,000	9,000			Street Operating Fund Sidwalk Opportunity Fund
Housekeeping	N/A	Resources Forward Reconciliation	1,391,492	1,391,492			1,391,492	Resources Forward
Transportation Capital Projects Fund			3,259,492	3,259,492	331,045	1,391,492	1,536,955	
Water/Sewer Utility Operating Fund								
Housekeeping	N/A	Resources Forward Reconciliation	1,178,011	1,178,011			1,178,011	Resources Forward
Water/Sewer Utility Operating Fund Total			1,178,011	1,178,011	-	1,178,011	-	
Water/Sewer Debt Fund								
Housekeeping	PW	Technology Rates Reconciliation	(8,953)					IT Rates
Housekeeping	PW	Resources Forward Reconciliation	(341,616)	(341,616)			(341,616)	Resources Forward
Water/Sewer Debt Fund Total			(350,569)	(341,616)	-	(341,616)	-	
Water/Sewer Capital Fund								
Housekeeping	PW	Depreciation Transfer	790,833	790,833	790,833			Capital Depreciation funds from Utility Rates
Housekeeping	PW	Resources Forward Reconciliation	143,909	143,909			143,909	Resources Forward
Water/Sewer Capital Fund Total			934,742	934,742	790,833	143,909	-	
Surface Water Operating Fund								
Housekeeping	PW	Technology Rates Reconciliation	23,684					IT Rates
Housekeeping	PW	Northshore Detention Pond	23,524	23,524	23,524			Surface Water Working Capital
Housekeeping	PW	Resources Forward Reconciliation	425,587	425,587			425,587	Resources Forward
Surface Water Operating Fund Total			472,795	449,111	23,524	425,587	-	
Surface Water Capital Fund								
Housekeeping	PW	Depreciation Transfer	28,683	28,683	28,683			Capital Depreciation funds from Utility Rates
Council Directed/Other	PW	Decant Facility	1,268,000	1,268,000	317,000		951,000	Dept of Ecology Grant/Surface Water Capital Reserve
Council Directed/Other	PW	6th St Sidewalk	34,757	34,757			34,757	TIB Grant/Surface Water Transportation Reserves
Housekeeping	PW	Resources Forward Reconciliation	(1,122,164)	(1,122,164)			(1,122,164)	Resources Forward
Surface Water Capital Fund Total			209,276	209,276	345,683	(1,122,164)	985,757	

E-page 108 Adjustment Type	Dept.	Description	Adjustments	Appropriation Adjustment	Funding Source			Funding Source/Notes
					Internal Transf./Chrg.	Resources Forward	External Revenue	
Solid Waste Fund								
Housekeeping	PW	Technology Rates Reconciliation	11,411					IT Rates
Housekeeping	PW	Resources Forward Reconciliation	(325,603)	(325,603)		(325,603)		Resources Forward
Solid Waste Fund Total			(314,192)	(325,603)	-	(325,603)	-	
Health Benefits								
Housekeeping	ND	Resources Forward Reconciliation	(236,659)	(236,659)		(236,659)		Resources Forward
Health Benefits Total			(236,659)	(236,659)	-	(236,659)	-	
Equipment Rental Fund								
Housekeeping	PW	Technology Rates Reconciliation	(3,790)					IT Rates
Housekeeping	PW	Hoist Purchase for Fleet	16,946	16,946	16,946			Fleet Operating Reserve
Housekeeping	PW	Resources Forward Reconciliation	(276,159)	(276,159)		(276,159)		Resources Forward
Equipment Rental Fund Total			(263,003)	(259,213)	16,946	(276,159)	-	
Information Technology Fund								
Housekeeping	IT	Technology Rates Reconciliation	(196,335)	(196,335)	(196,335)			IT Rates
Council Directed/Other	IT	Temp IT Position to Support Development Services	210,018	210,018	210,018			Transfer from General Fund
Housekeeping	IT	Resources Forward Reconciliation	128,577	128,577		128,577		Resources Forward
Information Technology Fund Total			142,260	142,260	13,683	128,577	-	
Facilities Fund								
Housekeeping	PW	Technology Rates Reconciliation	(8,790)					IT Rates
Housekeeping	PW	Resources Forward Reconciliation	223,595	223,595		223,595		Resources Forward
Facilities Fund Total			214,805	223,595	-	223,595	-	
Fire Pension								
Housekeeping	N/A	Resources Forward Reconciliation	749	749		749		Resources Forward
Fire Pension Total			749	749	-	749	-	
TOTAL OTHER FUNDS			8,886,977	8,147,681	1,993,300	3,582,311	2,572,070	
TOTAL ALL FUNDS			9,247,417	8,212,067	2,185,677	3,428,776	2,597,614	

ORDINANCE O-4412

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING THE BIENNIAL BUDGET FOR 2013-2014.

WHEREAS, the City Council finds that the proposed adjustments to the Biennial Budget for 2013-2014 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels;

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

Section 1. The Mid-Year 2013 adjustments to the Biennial Budget of the City of Kirkland for 2013-2014 are hereby adopted.

Section 2. In summary form, modifications to the totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined are as follows:

<u>Funds</u>	Current Budget	Adjustments	Revised Budget
General	175,350,780	64,386	175,415,166
Lodging Tax	690,652	16,675	707,327
Street Operating	20,488,875	165,546	20,654,421
Cemetery Operating	816,308	21,439	837,747
Parks Maintenance	3,060,649	36,578	3,097,227
Parks Levy	5,006,077	-	5,006,077
Contingency	2,296,510	129,915	2,426,425
Impact Fees	3,111,739	841,658	3,953,397
Excise Tax Capital Improvement	12,597,175	249,611	12,846,786
Limited General Obligation Bonds	7,719,330	2,562	7,721,892
Unlimited General Obligation Bonds	1,770,853	(1,113)	1,769,740
General Capital Projects	56,380,096	1,450,665	57,830,761
Transportation Capital Projects	39,416,383	3,259,492	42,675,875
Water/Sewer Operating	52,898,981	1,178,011	54,076,992
Water/Sewer Debt Service	2,567,358	(341,616)	2,225,742
Utility Capital Projects	22,415,061	934,742	23,349,803
Surface Water Management	22,166,174	449,111	22,615,285
Surface Water Capital Projects	18,315,303	209,276	18,524,579
Solid Waste	32,634,724	(325,603)	32,309,121
Health Benefits	24,617,930	(236,659)	24,381,271
Equipment Rental	19,509,386	(259,213)	19,250,173
Information Technology	12,488,048	142,260	12,630,308
Facilities Maintenance	12,859,400	223,595	13,082,995
Firefighter's Pension	1,921,858	749	1,922,607
	<u>551,099,650</u>	<u>8,212,067</u>	<u>559,311,717</u>

Section 3. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of ____ , 2013.

Signed in authentication thereof this ____ day of ____ , 2013.

MAYOR

Attest:

City Clerk

Approved as to Form:

City Attorney

**CITY OF KIRKLAND**

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Robin S. Jenkinson, City Attorney
Eric Shields, Planning Director

Date: June 5, 2013

Subject: PARK & RIDE, L.L.C. DEVELOPMENT AGREEMENT

RECOMMENDATION

City Council conducts a public hearing on the attached resolution approving the Development Agreement between the City and Kirkland Park & Ride, L.L.C. The Development Agreement modifies the time of payment of certain impact fees and capital facility charges. If after the hearing, the Council determines the proposed Development Agreement is satisfactory, Council could approve the resolution authorizing the City Manager to execute the Development Agreement.

BACKGROUND

As previously discussed with the Council, the City recently received a request to assist the developer of the "Kirkland Crossing" Transit Oriented Development (TOD), by delaying payment of the traffic and school impact fees to a date certain, as well as deferring any other charges the City was able to delay. Other potential charges that are eligible for deferral are the capital facility charges. No changes to existing codes were necessary to allow for potential capital facility charge deferrals, but changes were needed to allow deferral of the impact fees. The TOD has been a high priority for the City and was one of the 12 initiatives adopted by the Council as part of the 2011 City Work program. Therefore the Council authorized staff to take all reasonable steps necessary to make the TOD successful.

On June 4, 2013, the City Council approved Ordinance O-4411 amending the Kirkland Municipal Code provisions relating to transportation and park impact fees. The amendments allow for the modification of the timing of payment of impact fees, for mixed use buildings or developments, in a Development Agreement approved by the City Council. Deferrals of both the impact fees and the capital facilities charges have been included in the Development Agreement.

The attached resolution authorizes the City Manager to execute a Development Agreement substantially in the form attached to the resolution. In consideration of the public benefits derived from the Kirkland Crossing TOD, the proposed Development Agreement provides for the temporary return, to the developer, of the transportation and park impact fees already paid. The obligation of the developer to pay these amounts remains unchanged, but the timing of payment would be modified until October 31, 2014, or just prior to the issuance of any

certificate of occupancy for Kirkland Crossing, whichever occurs first. (Development Agreement, Section 2.1.) The proposed Development Agreement also provides for the temporary return of the water and sewer capital facility charges already paid by the developer on the same terms and conditions. (Section 2.2.) Both sections make clear that no certificate of occupancy will be issued by the City until all charges are paid in full.

Because the statute authorizing the execution of a development agreement requires, among other elements, that the development agreement set forth the development standards and other provisions that shall apply to the development, a vesting provision has been included. RCW 36.70B.170(1). The vesting provision makes clear that the zoning or other land use control ordinances in effect on the day that Kirkland Park & Ride submitted a valid and fully permit building application will govern. (Section 3.) The term of the proposed Development Agreement shall continue until Kirkland Park & Ride has satisfied its obligations to pay the impact fees and capital facility charges. (Section 16.)

Criteria for Future Impact Fee Deferral Requests

At the June 4 Council meeting, Council Members asked that the staff return to the June 18 Council meeting with legislation adopting criteria for deferrals. The criteria were to be based upon the rationale for approving the Kirkland Crossing impact fee deferral and would guide potential future fee deferral requests. As staff evaluated potential legislation, significant policy issues emerged that need Council deliberation and direction. In addition, there are no additional referral requests pending. Therefore staff felt it would be premature to propose legislation without further discussion with the Council. Staff is instead suggesting that the Council review preliminary proposed criteria at the June 18th meeting in order to provide input.

Staff suggests the following initial criteria:

- Deferrals shall only be considered for projects that provide significant economic benefit and/or specific public benefit to the City.
- Deferrals shall only be considered for projects that implement the Council Goals and adopted City Work Programs.
- Only a limited number of projects will be allowed deferrals in the same time frame. Preference will be given to projects that demonstrate partnerships with other governmental agencies and private entities, and that provide multiple public policy benefits.
- Deferrals for projects that include housing of any type will only be considered if the project includes affordable housing units as defined by the Kirkland Zoning Code.
- Deferrals must not negatively impact the City's ability to carry out funded capital projects.
- Deferrals shall identify a time certain for repayment, which shall be no later than the issuance of the certificate of occupancy.
- Development Agreements for deferrals must include the strongest possible mechanisms such as property liens or withholding of certificates of occupancy to ensure that deferred

fees are paid in full. These mechanisms may be different in each agreement as each project is unique.

Once the Council has reviewed the preliminary criteria and provided final direction, staff will return with legislation at a future Council meeting.

RESOLUTION R-4985

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A DEVELOPMENT AGREEMENT WITH KIRKLAND PARK & RIDE L.L.C., MODIFYING THE TIME OF PAYMENT OF CERTAIN IMPACT FEES AND CAPITAL FACILITY CHARGES FOR THE KIRKLAND CROSSING TRANSIT ORIENTED DEVELOPMENT.

WHEREAS, Kirkland Park & Ride, L.L.C. controls approximately 1.8 acres of real property generally located at 3801 – 108th Avenue NE (“Subject Property”); and

WHEREAS, Kirkland Park & Ride is constructing a transit oriented development (“TOD”) at the Subject Property to be completed by 2014 and known as Kirkland Crossing. The TOD will include 58 affordable housing units and 185 market rate units and ground floor commercial over a shared 287-stall parking garage. The affordable units will provide housing to households with a range of income from 30 percent to 60 percent of the area median income. The Leadership in Energy and Environmental Design (“LEED”) certified TOD improves neighborhood pedestrian and bicycle connections and provides public plaza amenities as a gateway to the new King County Metro Transit Park and Ride facility. If financial resources become available, a pedestrian and bicycle connection will be made from the TOD to the Cross Kirkland Corridor directly to the east, linking the TOD to Downtown Kirkland, Totem Lake, and regional bike routes to the north and east, and a bike route to the south associated with the State Route 520 expansion project; and

WHEREAS, the Kirkland Crossing mixed-use project being constructed by Kirkland Park & Ride is part of a larger private/public partnership between King County Metro Transit, Polygon NW and Imagine Housing (a non-profit developer of affordable housing), A Regional Coalition for Housing (“ARCH”) and local, state, and federal funding sources. King County Metro Transit is developing a new Park and Ride transit facility including improvements to transit circulation, parking lot and waiting areas and construction of a three-story, 530-stall parking structure. The combined surface parking lot and parking structure will expand the number of parking stalls, for transit users, to a total of 853; and

WHEREAS, the City’s goal is to encourage the creation of a TOD that provides a full range of social and environmental benefits, including: lowering household expenses for both transportation and housing; promoting health by encouraging walking and bicycling, cutting air pollution, and reducing motor vehicle accidents; reducing City infrastructure costs; cutting energy consumption and greenhouse

gas emissions associated with both transportation and the built environment; and

WHEREAS, in view of the public benefits to be gained by the City through construction of the TOD at the Subject Property, the City is willing to modify the timing of the payment of certain required impact fees and capital facility charges for the TOD; and

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing; and

WHEREAS, public hearing for this Development Agreement was held on June 18, 2013;

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

Section 1. The City Manager is hereby authorized and directed to execute a development agreement with Park & Ride, L.L.C., substantially in the form of the Development Agreement attached to this Resolution.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of ____, 2013.

Signed in authentication thereof this ____ day of ____, 2013.

MAYOR

Attest:

City Clerk

After Recording, Return to:

Kirkland City Attorney's Office
City Hall
123 Fifth Avenue
Kirkland, WA 98003-6189

**DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF KIRKLAND AND
KIRKLAND PARK & RIDE, L.L.C., FOR THE KIRKLAND CROSSING TRANSIT
ORIENTED DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2013, by and between the CITY OF KIRKLAND ("City"), a non-charter, optional code, Washington municipal corporation, and KIRKLAND PARK & RIDE, L.L.C., a limited liability company organized under the laws of the State of Washington ("Kirkland Park & Ride").

I. RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City and Kirkland Park & Ride relates to the development known as Kirkland Crossing which is located on approximately 1.8 acres of real property owned or controlled by Kirkland Park & Ride and generally located at 3801 – 108th Avenue NE ("Subject Property"). The site is shown on the vicinity map attached as Exhibit 1 and as legally described in Exhibit 2, also attached; and

WHEREAS, Kirkland Park & Ride is constructing a transit oriented development ("TOD") at the Subject Property to be completed by 2014. The TOD will include 58 affordable housing units and 185 market rate units and ground floor commercial over a shared 287-stall parking garage. The affordable units will provide housing to households with a range of income from 30 percent to 60 percent of the area median income. The Leadership in Energy and Environmental Design ("LEED") certified TOD improves neighborhood pedestrian and bicycle connections and provides public plaza amenities as a gateway to the new King County Metro Transit Park and Ride facility. If financial resources become available, a pedestrian and bicycle connection will be made from the TOD to the Cross Kirkland Corridor directly to the east, linking the TOD to Downtown Kirkland, Totem Lake, and regional bike routes to the north and east, and a bike route to the south associated with the State Route 520 expansion project; and

WHEREAS, the Kirkland Crossing mixed-use project being constructed by Kirkland Park & Ride is part of a larger private/public partnership between King County Metro Transit, Polygon NW and Imagine Housing (a non-profit developer of affordable housing), A Regional Coalition for Housing (“ARCH”) and local, state, and federal funding sources. King County Metro Transit is developing a new Park and Ride transit facility including improvements to transit circulation, parking lot and waiting areas and construction of a three-story, 530-stall parking structure. The combined surface parking lot and parking structure will expand the number of parking stalls, for transit users, to a total of 853; and

WHEREAS, the City’s goal is to encourage the creation of a TOD that provides a full range of social and environmental benefits, including: lowering household expenses for both transportation and housing; promoting health by encouraging walking and bicycling, cutting air pollution, and reducing motor vehicle accidents; reducing City infrastructure costs; cutting energy consumption and greenhouse gas emissions associated with both transportation and the built environment; and

WHEREAS, Kirkland Park & Ride has faced challenges in securing construction lending because it is leasing the Subject Property from Metro Transit and has requested the City’s assistance in modifying the timing of payment to free up capital for construction; and

WHEREAS, in view of the public benefits to be gained by the City through construction of the TOD at the Subject Property, the City is willing to modify the timing of the payment of certain required impact fees and capital facility charges for the TOD to assist with the viability of the project; and

WHEREAS, a development agreement must be approved by ordinance or resolution after a public hearing; and

WHEREAS, public hearing for this Development Agreement was held on _____, 2013, and the City Council approved this Development Agreement by Resolution _____ on _____, 2013;

NOW, THEREFORE, in consideration of the mutual promises set forth here, the City and Kirkland Park & Ride agree as follows:

II. AGREEMENT

1. Project Description. The transit oriented development (“TOD”) to be sited on the Subject Property in accordance with the terms and conditions of this Agreement, Building Permit Number BMU12-03727, as well as other applicable development regulations, including but not limited to Kirkland Zoning Code Chapter 56, is called “Kirkland Crossing.” As used in this Agreement, the term Kirkland Crossing or TOD means the proposed development of the Subject Property with a mixed use structure with affordable units, market rate units, commercial uses, and public amenities as described in Building Permit Number BMU 12-03727.

2. Timing of the Payment of Impact Fees and Capital Facility Charges.

2.1 As mitigation for the impacts of the Kirkland Crossing project, Kirkland Park & Ride is responsible for and has already paid the City the following applicable impact fees:

Transportation Impact Fee – Retail Use	\$ 30,296
Transportation Impact Fee – Multifamily Use	314,321
Park Impact Fee – Multifamily Use	<u>465,275</u>
Total	\$809,892

In consideration of the public benefits derived from Kirkland Crossing, upon approval and execution of this Agreement, the City shall temporarily return to Kirkland Park & Ride these amounts paid to the City for impact fees. Kirkland Park & Ride's responsibility and obligation to pay these amounts for impact fees shall remain unchanged, only the time of payment is being deferred. Kirkland Park & Ride shall submit payment to the City, in full, for these impact fees, by October 31, 2014, or prior to issuance of any certificate of occupancy for Kirkland Crossing, whichever should occur first. No certificate of occupancy shall be issued without full payment of the impact fees.

2.2 As mitigation for the impacts of the Kirkland Crossing project, Kirkland Park & Ride is responsible for and has already paid the City the following applicable capital facility charges:

Water Capital Facility Charge	\$ 70,380
Sewer Capital Facility Charge	<u>361,860</u>
Total	\$432,240

In consideration of the public benefits derived from Kirkland Crossing, upon approval and execution of this Agreement, the City shall temporarily return to Kirkland Park & Ride these amounts paid to the City for capital facility charges. Kirkland Park & Ride's responsibility and obligation to pay these amounts for capital facility charges shall remain unchanged, only the time of payment is being deferred. Kirkland Park & Ride shall submit payment to the City, in full, for these facility charges, by October 31, 2014, or prior to issuance of any certificate of occupancy for Kirkland Crossing, whichever should occur first. No certificate of occupancy shall be issued without full payment of the capacity facility charges.

3. Vesting of Development Regulations. The zoning or other land use control ordinances provisions of the Kirkland Municipal Code and Kirkland Zoning Code, in effect on the day that Kirkland Park & Ride submitted a valid and fully complete application for the building permit issued for Kirkland Crossings under Building Permit Number BMU 12-03727 shall apply to the development of Kirkland Crossing during the term of this Agreement. As provided by RCW

36.70B.170(4), the proposed TOD will not vest against new development regulations to the extent the new regulations are required by a serious threat to public health and safety.

4. **Kirkland Crossing Project is a Private Undertaking.** The Kirkland Crossing project is a private development and the City has no interest in the project except as authorized in the exercise of its governmental functions.
5. **Incorporation of Recitals.** The Recitals contained in this Agreement, and the Preamble paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth.
6. **Headings.** The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
7. **Severability.** The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Agreement, or the validity of its application to other persons or circumstances.
8. **Time is of the essence.** Time is expressly made of the essence with respect to the performance by parties of each and all of their respective obligations under this Agreement.
9. **Integration.** This Agreement and its exhibits represents the entire agreement of the parties with respect to the subject matter of this Agreement. There are no other agreements, oral or written, except as expressly set forth in this Agreement and the Agreement supersedes all previous agreements, oral or written.
10. **Modifications to Agreement.** This Agreement contains all terms, conditions and provisions agreed upon by the parties, and shall not be modified except by written amendment executed by both parties after approval by the City Council.
11. **Authority.** The parties each represent and warrant that they have full power and actual authority to enter into this Agreement and to carry out all actions required of them by this Agreement. All persons executing this Agreement in their representative capacities represent and warrant that they have full power and authority to bind their respective organizations.
12. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue for any action shall be in King County Superior Court.
13. **Recording.** The City shall record an executed copy of this Agreement with the King County Recorder's Office as a covenant running with the land and shall be binding on Kirkland Park & Ride and their successors and assigns until this Agreement expires on its own terms pursuant to Section 16.

14. Legal Representation. In entering into this Agreement, Kirkland Park & Ride represents that it has been advised to seek legal advice and counsel from its attorney concerning the legal consequences of this Agreement; that it has carefully read and knows the contents of the Agreement, and signs the same of its own free act; and that it fully understands and voluntarily accepts the terms and conditions of this Agreement.

15. Attorneys' Fees. In any action to enforce or determine a party's rights under this Agreement, the prevailing party shall be entitled to attorneys' fees and costs.

16. Term. The term of this Agreement shall continue until Kirkland Park & Ride has satisfied its obligation to pay the impact fees and capital facility charges under this Agreement.

17. No Third-Party Beneficiaries. This Agreement is made and entered into for the benefit of the parties. No other person shall have any right or action based upon any provision of this Agreement.

18. Notices. All communications, notices and demands of any kind that a party under this Agreement requires or desires to give to the other party shall be in writing and either (i) delivered personally, (ii) sent by email with an additional copy mailed first class, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested and addressed as follows:

If to the City:

Attention: Kurt Triplett, City Manager
City of Kirkland
123 Fifth Avenue
Kirkland, WA 98033-6189
ktriplett@kirklandwa.gov

If to Kirkland Park & Ride:

Kirkland Park & Ride, LLC
11624 SE 5th Street, Suite 200
Bellevue, WA 98005
Holly.Smith@Polygonhomes.com

Notice by hand delivery or email shall be effective upon receipt, provided that notice by facsimile shall be accompanied by mailed notice as set forth above and shall be evidenced by a machine-printed confirmation of successful transmission. If deposited in the mail, certified mail, return receipt requested, notice shall be deemed delivered forty-eight hours (48) hours after

deposited. Either party at any time by notice to the other party may designate a different address or person to which such notice or communications shall be given.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first appearing above.

CITY OF KIRKLAND, a Washington
municipal corporation

By: Kurt Triplett, City Manager

Date: _____

APPROVED AS TO FORM:

Robin S. Jenkinson
Kirkland City Attorney

KIRKLAND PARK & RIDE, L.L.C.

By: Gary Young, Authorized Agent

Date: _____

STATE OF WASHINGTON)
) ss.
County of King)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kurt Triplett, to me known to be the City Manager of the City of Kirkland, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein set forth, and on oath stated that he was authorized to sign said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of _____
Washington Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of King)

On this day, before me personally appeared _____, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that _____ signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2013.

Name (typed or printed): _____
NOTARY PUBLIC in and for the State of _____
Washington Residing at _____
My appointment expires: _____

EXHIBIT 1

VICINITY MAP

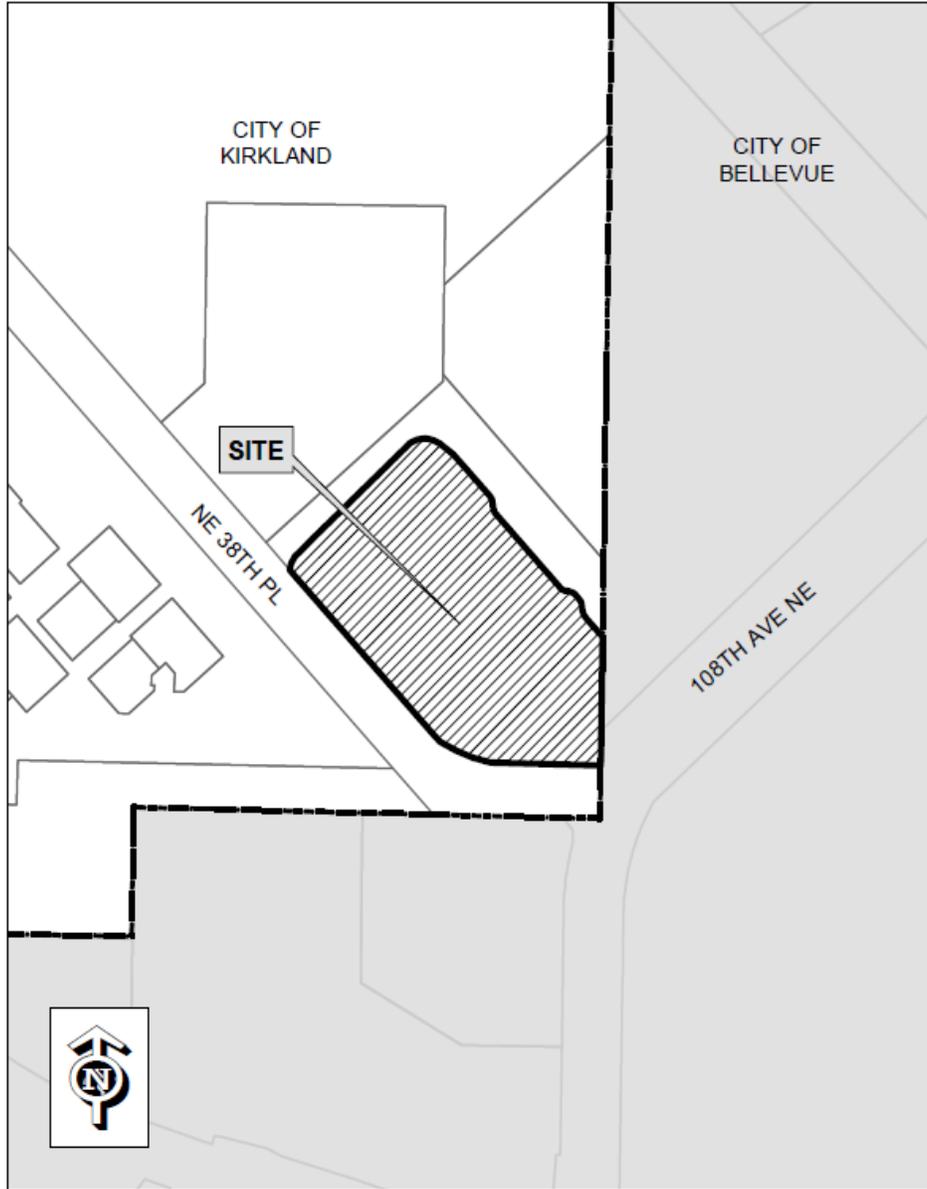


EXHIBIT 2

Legal Description

Lot 1 Metro Park and Ride Short Plat as filed in Volume 290, Pages 262 through 264 under Recording No 20120828900002, Records of King County, Washington.

**CITY OF KIRKLAND****PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT**
123 FIFTH AVENUE, KIRKLAND, WA 98033
425.587.3225 - www.kirklandwa.gov**MEMORANDUM**

DATE: June 3, 2013

To: Kurt Triplett, City Manager

FROM: Eric Shields, Planning Director

SUBJECT: Draft Land Development Capacity Analysis

The Department of Planning and Community Development, along with the Geographic Information Systems Division of the Information Technology Department, recently completed the first draft of a land capacity analysis of the City of Kirkland. The analysis is intended to determine whether the City has land with sufficient zoning to accommodate the growth targets assigned to the City in the King County Countywide Planning Policies. The information will be presented at the June 27th Planning Commission meeting for review, but staff wanted to be sure that the Council was apprised of the preliminary findings prior to that meeting.

The analysis indicates that Kirkland has sufficient current zoning capacity to meet assigned growth targets. A copy of the City-wide summary listing neighborhood capacity is attached (Attachment 1).

Why We Evaluate Capacity

Under the State's Growth Management Act (GMA), all cities are required to plan for sufficient new households and employment to meet assigned growth targets. Growth targets for Kirkland for the years 2006 through 2031 are assigned in the King County Countywide Planning Policies (CPP) as follows:

- Employment: + 20,850 jobs
- Households: + 8570 households

The GMA requires that cities plan for growth within a 20 year period. Kirkland's revised plan will be adopted in either late 2014 or early 2015 and our "target year" will be 2035. Consequently, our targets need to be adjusted to reflect the period 2013-2035. To do so, the CPP targets will be 1) reduced to reflect growth that occurred from 2006 through 2012 (building permit figures indicate that 1581 net new dwelling units were constructed); and 2) increased to add four additional years. The CPP target represents an average annual construction of 343 units, resulting in a four year addition of 1372 units.

The resulting target for 2013-2035 is **8361** new households (8570 – 1581 + 1372).

Adjusting employment is somewhat more complicated and work is underway to do this. As with households, four additional years of employment growth must be added (834 jobs/year x 4 years = 3336 additional jobs). The more difficult question is how to calculate new jobs added (or lost) from 2006 through 2012).

How the Analysis was Prepared

The capacity analysis was based on instructions prepared in general accordance with a County-wide methodology that has been used by all King County cities for two earlier “buildable lands” reports. A copy of the instructions is attached (Attachment 3).

Developable land is divided into two general groups: vacant and redevelopable. Relatively speaking, there is very little vacant land in Kirkland. The large majority of developable land is classified as redevelopable. Land is considered to be redevelopable when it meets two basic conditions: 1) the extent of existing development is less than allowed under the current zoning; and 2) there are market conditions suggesting that redevelopment is likely to occur.

For each zone in the City, development assumptions were established, based on actual recent development experience. In zones that allow a variety of uses, the assumptions favor past trends (for example upper stories tend to be weighted toward residential rather than office use) and could prove to be in error if development trends change. There are also other nuances that have been factored in, such as affordable housing density bonuses, expected right of way dedications, and market factors.

For single family zoned land, the capacity analysis assumes that any lot large enough to be divided into two or more lots is redevelopable. Lots zoned for multi-family development are considered to be redevelopable only when existing development is less than 75% of the planned density, but condominiums are assumed to not be redevelopable regardless of existing density due to logistical issues of getting all homeowners to agree to redevelopment.

Lots zoned for commercial or industrial use are assumed to be redevelopable only where the assessed value of improvements is less than 50% of the assessed land value. This is an important qualification, since it eliminates many lots which are developed at significantly less than zoned capacity but have a relatively high improvement value or relatively low land value. However, for the Totem Lake Urban Center, the analysis also considered an alternative methodology which attempts to capture more of the latent potential for development. The alternative method redeveloped any lot that is developed with 33% or less of the planned development intensity. Using this alternative method, the capacity of Totem is more than doubled. The maps and tables for Totem Lake are Attachments 4, 5, 6 and 7.

In a few cases where developments have been approved but have not yet been built, the employment and households from the approved plans have been directly inserted.

Results

Overall, Kirkland has more than enough current zoning capacity for both jobs and housing, especially considering the huge latent capacity in Totem Lake. As noted previously, a summary table shows the capacity for the entire City, broken down by neighborhood (Attachment 1). In addition, a summary map shows the general capacity of housing and employment growth by neighborhood (Attachment 2). Not surprisingly, the neighborhoods with the largest capacity for both housing and employment are Totem Lake and Moss Bay. Neighborhoods with relatively low capacity for both employment and housing are: Bridle Trails, Central Houghton, Highlands, and Market.

Also attached are the maps and tables for each version of the Totem Lake Neighborhood (Attachments 4-7). Similar maps and tables are also available for all other neighborhoods. In summary, the analysis indicates that Kirkland has the capacity for:

- Employment: +20,400 new jobs
- Households: +9,800 new households

Using the alternative methodology for Totem Lake, the capacity increases considerably:

- Employment: +50,100 new jobs
- Households: +17,100 new households

The Planning staff want to acknowledge and recognize the great help provided in this work by the GIS Division of the IT Department, especially Xiaoning Jiang and Mel Soares.

Attachments:

1. Citywide summary of capacity table
2. Map of capacity by neighborhood
3. Capacity Instructions
4. Totem Lake Capacity Map (Using Improvement to Land Value Method)
5. Totem Lake Capacity Tables (Using Improvement to Land Value Method)
6. Totem Lake Capacity Map (Using Percent of Development Potential Method)
7. Totem Lake Capacity Tables (Using Percent of Development Potential Method)

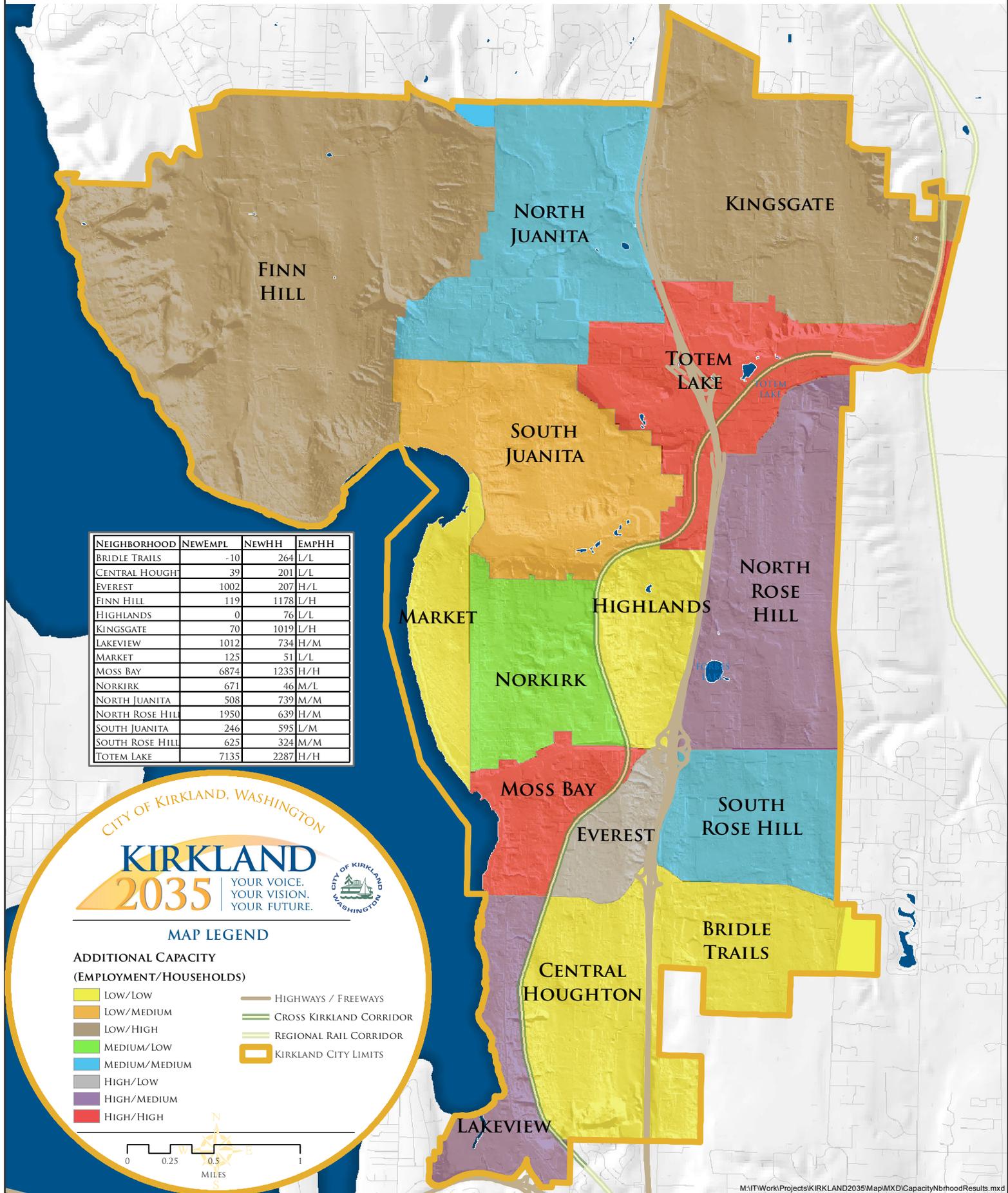
Citywide Capacity (Draft)

Neighborhoods	COMERCIAL (SqFt)	OFFICE (SqFt)	INDUSTRIAL (SqFt)	RESIDENTIAL AL SF DU	RESIDENTIAL AL MF DU	MRKT COM	MRKT PO	MRKT IND	MRKT SF	MRKT MF	New Emp	New HH (SF)	New HH (MF)	New HH (Total)	New Student
Bridle Trails	-5,369	0	0	139	171	-4,832	0	0	111	153	-10	105	145	250	
Central Houghton	14,016	3,907	0	127	108	12,744	3,516	0	103	97	39	98	92	190	252
Everest	36,941	317,859	-136,038	30	213	33,247	286,073	-122,434	23	192	1,002	21	183	204	
Finn Hill	1,963	31,747	0	1,243	110	1,865	29,067	0	1,044	99	119	991	94	1,085	
Highlands	0	0	0	70	20	0	0	0	56	18	0	53	17	70	
Kingsgate	51,240	-6,025	0	543	644	46,116	-5,423	0	452	579	70	429	550	979	
Lakeview	134,673	227,498	0	49	769	121,873	204,748	0	30	727	1,062	28	691	719	
Market	-1,806	35,813	0	24	37	-1,626	32,232	0	18	33	125	17	31	48	
Moss Bay	295,084	1,606,037	-28,532	-1	1,446	296,024	1,581,446	-25,679	0	1,300	6,874	0	1,235	1,235	
Norkirk	-11,026	202,305	-24,061	82	-27	-9,923	182,075	-21,655	66	-25	671	62	-24	38	
North Juanita	41,536	124,939	-10,628	190	674	37,382	112,445	-9,565	155	605	508	147	575	722	
North Rose Hill	32,274	546,333	-48,740	337	389	29,047	491,700	-43,866	272	349	1,950	258	332	590	465
South Juanita	-10,782	73,740	0	267	408	-9,704	66,366	0	217	386	246	206	366	572	
South Rose Hill	463	173,655	0	209	170	417	156,289	0	167	153	625	158	146	304	
Totem Lake	577,589	1,678,743	-40,122	0	3,221	551,782	1,534,585	-33,464	0	2,934	7,185	0	2,787	2,787	
Total											20,466	2,573	7,220	9,793	717
Totem Lake (Alt)*	839,083	10,217,553	-1,045,812	0	11,738	786,641	9,219,514	-938,585	0	10,599	36,855	0	10,069	10,069	
Total (Alt)											50,136	2,573	14,502	17,075	717

*In consideration of Totem Lake's designation as an Urban Center, in this alternative version, TLBD parcels are classified as redevelopable if the amount of existing development is less than 33% of the maximum permitted development.

CITY OF KIRKLAND DEVELOPMENT CAPACITY

ADDITIONAL CAPACITY BY NEIGHBORHOOD



**City of Kirkland Instructions for Estimating
Land Supply and Development Capacity
Updated May 28, 2013**

The Growth Management Act requires jurisdictions to prepare comprehensive plans that accommodate expected growth over a 20 year planning period. Countywide Planning Policies allocate 20 year household and employment targets to each jurisdiction. These targets are intended to be the basis for local Comprehensive Plans. To assure that Comprehensive Plans provide adequate capacity for growth, the GMA also requires that jurisdictions track development trends and analyze the zoned land supply and resulting development capacity. Every five years, King County jurisdictions collaboratively publish a "Buildable Lands Report" reporting development trends and development capacity throughout the County. The report lays out a common reporting methodology for all jurisdictions. This document describes the methodology for the Kirkland development capacity analysis, consistent with the King County Buildable Lands Report methodology.

The Kirkland capacity analysis is created from the Land Use Master File which part of the City's Geographic Information System (GIS) and is maintained in an Access database. The Land Use Master File contains land use by parcel, as well as other Assessor's file information. The multi-family data has been field verified. Using GIS, the following information has been added for each parcel: parcel area, TAZ (transportation analysis Zones), zoning, comprehensive plan designation, critical areas and neighborhood.

Each piece of the analysis is done in Access Queries that are derived from the original database. If assumptions change, then the individual queries and formulae can be modified as necessary. Although the basic formula for calculating capacity comes from the Buildable Lands Report, the assumptions about redevelopment, densities, critical area factors, market factors, ROW factors etc. are based on knowledge of circumstances unique to Kirkland.

Input

Data are derived from the Land Use Master File (Landuse.mdb) with added fields from the GIS and other tables. This is the main land use database, containing the following fields for the analysis:

- Land Use Code - 3 digit
- City of Kirkland Summary of the 3 digit code (SF, MF etc.)
- Assessed Value Land
- Assessed Value Improvements
- Improvement Area
- Number of Units (from assessor or field checked)
- TAZ Number
- Zoning
- Comprehensive Plan Designation
- Neighborhood
- Parcel Size in Acres and Square Feet (Using GIS lot size)
- Units / Acre for each Residential Zone
- FAR's for Non-Residential Zones

In calculating the development potential of individual parcels, all contiguous parcels under common ownership should be treated as a single parcel.

Before running the analysis, the following should be extracted:

- Public rights of way and the Cross Kirkland Corridor;
- Access tracts;
- Publicly owned properties, such as parks, schools, utilities and government facilities;
- All properties in a "P" zone
- Churches (including churches on property not owned by the church)
- Residential condominium developments

- Planned Unit Developments
- Parcels owned by homeowners associations
- Parcels < 2500 sq. ft.
- Parcels with a width < 25 ft.
- Developed parcels completely contained in wetlands and streams or their required buffers and underwater portions of properties along lakes.
- Developed waterfront parcels within single family zones.

Calculation of Capacity

For each parcel in each zone of the City, the analysis calculates the capacity of the parcel for additional development within the following 20 years. Capacity should be calculated for each separate parcel, except when abutting parcels are under common ownership, in which case capacity should be calculated for all parcels under common ownership.

Capacity is determined by the maximum development allowed by the zoning, accounting for a number of “factors” that are likely to reduce the magnitude or likelihood of development in the following 20 year planning period. Capacity for residential land use is expressed in additional dwelling units and resulting households, while capacity for nonresidential uses is expressed in additional floor area and resulting additional employees.

Categories of Parcels .

For analysis purposes, each parcel is classified into one of the following three categories:

- **Vacant** – parcels that have no existing development and will be developed to the maximum allowed by existing zoning. These parcels are identified in the Master Land Use data base as vacant in the land use field.
- **Redevelopable** - parcels that are partially developed but have the capacity for additional development. Parcels will be considered to be redevelopable as follows:
 - In single family residential zones: parcels which have the potential to be subdivided into additional lots;
 - In multi-family zones: parcels that are developed with apartments (not condominiums) and the existing number of dwelling units is less than 75% of the maximum number of dwelling units allowed by the zoning;
 - In commercial, office and industrial zones other than the Totem lake Business District zones, parcels with an assessed value of improvements which is less than or equal to 50% of the assessed land value;
 - In Totem Lake zones, parcels where the amount of development is less than or equal to 33% of the maximum development potential. The capacity of redevelopable parcels is calculated by first calculating the maximum allowed by existing zoning and then subtracting the existing development, resulting in the net additional development. Directions given in the tables below will supersede the above directions.
- **Developed** – parcels that contain development, but are not determined to be redevelopable. These parcels should be eliminated from the analysis.

For parcels with existing development, the determination of whether the parcel is classified as Redevelopable or Developed will be based on the calculation of additional development potential, as discussed below.

Zoning

Development potential is calculated differently for parcels with different zoning. Four categories of zones are recognized:

- **Low Density Zones** Development potential is calculated based on the minimum lot area/ dwelling unit allowed by the zoning (see table below) for each parcel. It is assumed that property that is capable of being subdivided will be subdivided, so the net potential additional number of lots equals the potential for additional single family dwelling units. For parcels within the Finn Hill neighborhood, all areas with slopes in excess of 40% should be subtracted from the existing parcel size before calculating development potential.

Formula: Existing parcel size (minus slope areas) divided by minimum lot area/dwelling unit rounded down to the nearest whole number minus existing dwelling units = total new dwelling units; provided that when a parcel is vacant and not in common ownership with an adjacent developed parcel, one new dwelling unit should be assigned to that parcel.

- **Multi-family Residential Zones** Development potential will be calculated based on the number of dwelling units per acre allowed by the zoning (see table below). It is assumed that vacant parcels will develop to their maximum permitted densities. However, for parcels with existing development, it is assumed that only apartment buildings with a density of $\leq 60\%$ of the maximum permitted density are redevelopable and will add units up to the maximum permitted. It is assumed that parcels with condominium units will not redevelop, regardless of density. Parcels containing an existing single family unit and which are large enough to be developed with one additional unit will not be redeveloped if the single family unit was constructed in or after 1980.

Formula: Parcel size in acres divided by maximum density/acre minus existing dwelling units = total new dwelling units.

- **Commercial, Industrial and Office Zones** For these zones, development potential will be calculated based on identified maximum Floor Area Ratios (FAR) and residential densities unique to each zone (see tables below) . The FARs and densities are based on typical development intensities from recently constructed projects within the same or similar zones. All vacant parcels will be fully developed.

In all zones except the Totem Lake Business District (TLBD), parcels with existing development will be classified as redevelopable if the assessed value of existing improvements is less than 50% of the assessed land value. Others will be classified as fully developed.

In the TLBD zones, parcels will be classified as redevelopable if the amount of existing development is less than 33% of the maximum permitted development.

Formulae:

- **Nonresidential uses:** Parcel in square feet times maximum nonresidential FAR minus existing building square feet = total new building square feet.
- **Residential Uses:** Parcel size in square feet times maximum residential FAR divided by 43,560 (square feet/acre) times maximum dwelling units per acre minus existing dwelling units = total new dwelling units
- **Institutional Zones** Some zones allow primarily institutional uses, such as hospitals, and colleges. Parcels in these zones will be handled as “special generators” as discussed below.

Preapproved Development

For some parcels, new development has already been approved and the amount of expected new development is known, in which case the expected future development is directly assigned, rather than derived from the capacity model. In such cases, the expected development is noted in the tables in the following section of this document. These parcels should be removed before running the capacity model using the formulae for each zone. After running model, the assigned development potential for the parcels should then be manually added.

Maximum Development Potential by Zone

Note: Some zones have a parenthetical note following the name of the zones on the zoning map. The note is not part of the name of the zone.

Low Density Zones

Zone	Minimum Lot Area/ DU	Notes
RS & RSX 5.0, PLA 6C & E	5000 sq. ft.	
RS 6.3	6300 sq. ft.	
RS & RSX 7.2	7200 sq. ft.	
RS & RSX 8.5	8500 sq. ft.	
RS & RSX 12.5, WD II	12,500 sq. ft.	
RS & RSX 35	35,000 sq. ft.	
RSA 1	43,560 sq. ft.	1 unit/ acre
RSA 4	10,890 sq. ft.	4 units/ acre
RSA 6, PLA 3C	7,260 sq. ft.	6 units/ acre
RSA 8	5,445 sq. ft.	8 units/ acre
PLA 16	26,000 sq. ft.	

Zoning

- Zoning = Low Density Residential

Developed Parcels

- Land Use: Single Family
- Parcel size is < 2x Minimum lot area/DU.

Vacant Parcels

- Land Use: Vacant
- Calculate development potential by dividing the Parcel size by the Maximum lot area/DU and round down to the closest whole number. In RS and RSX zones where the number of lots calculates to three or more, reduce parcel size by 5% to account for easements or rights of way dedication, and then recalculate.

Redevelopable Parcels

- Land Use = Single Family
- Parcel size is $\geq 2x$ Maximum lot area/DU.
- Calculate additional development potential in the same way as for vacant lots but subtract the existing dwelling units.

- **Multi-Family Residential Zones**

ZONE	Maximum Density	Notes
PLA 2	1 unit/acre	
PLA 15B	7 units/ acre	
RM & RMA 5.0, PLA 9, PLA 6H	9 units/acre	
RM & RMA 3.6, WD-I & WD-III, PLA 3B, PLA 6 F, & 7C	14 units/acre	Figures include 20% affordable housing density bonus
RM & RMA 2.4, PLA 6I & K, PLA 7A	21 units/acre	
RM & RMA 1.8, PLA 5A, D & E, PLA 6A, D & J, PLA 7B	28 units/acre	
PLA 17	If site > 2 acres: 14 units/acre; If < 2 acres: 1 unit/ 7200 sq. ft.	

Zoning

- Zoning = Medium or High Density Residential

Developed Parcels

- Land Use = Multi-Family
- Existing DU/acre is $> .75$ of the *Maximum DU/acre* or the parcel is in condominium ownership regardless of the existing DU/acre.

Vacant Parcels

- Land Use = Vacant
- Calculate development potential by dividing the *Parcel size* (square feet) by 43,560 (square feet in an acre) then multiplying the result by the *Maximum Density (DU/acre)*. Round up or down to the nearest whole number.

Redevelopable Parcels

- Land Use = Multi-Family
- Existing DU/ acre is $\leq .6$ of the *Maximum DU/acre* unless the parcel is in condominium ownership. If the existing land use is single family, only redevelop if the lot is > 5000 sq. ft. unless the date of house construction precedes 1980.
- Calculate additional development potential in the same way as for vacant lots but subtract the existing dwelling units.

- **Commercial, Industrial and Office Zones:** Do separately for Each Category

Zoning

- Zoning = Commercial, Industrial or Office

Developed Parcels

- Except in the TL zones, those parcels where the assessed value of improvements /assessed value of land is $> .5$.
- In the TL zones, the existing development is $> .33$ of the *Maximum development potential*.

Vacant Parcels

- Land Use = *Vacant*
- For each parcel, calculate the maximum development potential for each of the land uses indicated for the applicable zone in the charts below.

Redevelopable Parcels

- Land Use is not *Vacant*.
- Except in TL zones, the assessed value of improvements /assessed value of land is $\leq .5$.
- In TL zones (including the residential TL zones), Dorian
- the existing development is $\leq .33$ of the *Maximum development potential*.
- Calculate development potential in the same way as for vacant parcels but subtract the existing development.

Development Assumptions:

- An assumed maximum FAR was assigned to each category of use. The assigned FAR was based on recent developments.
- In mix use zones without a density limit, a residential density of 50 units/ 1.0 FAR of residential use was assumed.
- In density limited zones, the density was calculated based on the relative FAR devoted to residential use and an additional 20% was added for affordable housing. For example, in a PR 1.8 zone, the maximum density is 24 units/ acre. However, the assumed residential FAR is .2, approximately 30% of the total FAR of .65(the remaining .45 FAR was assumed for office use). Therefore, the residential density was calculated as follows: $24 \times .3 \times 1.2 = 9$ units/ acre

Office Zones

Zone	Maximum Development Potential		Notes
	Land Use/ FAR	Residential Density	
PO	Office: .65 FAR	NA	
PR 8.5	Office: .45 FAR Residential: .2 FAR	2 units/ acre	Total FAR: .65 For Fairfax Hospital in PRA 1.8 zone, add 35,400 sq. ft. new addition to existing development.
PR 5.0		3 units/ acre	
PR 3.6, MSC 1, PLA 6B, PLA 17A		4 units/ acre	
PR 2.4, PRA 2.4		7 units/ acre	
PR 1.8, PRA 1.8, PLA 5B, MSC 4		9 units/ acre	
PLA 5C	Office: .45 FAR Residential: 1.55 FAR	75 units/acre	Total FAR: 2.0
PLA 15A	Existing land uses		Do not redevelop.

Commercial Zones**Neighborhood & Community Business Zones**

Zone	Maximum Development Potential		Notes
	Land Use/ FAR	Maximum Density	
BN,, BNA, MSC 2	Commercial : .25 FAR Residential: 1.0 FAR	48 units/acre	Total FAR: 1.25
BC, BCX			
BC 1, BC 2	Commercial: .25 FAR Residential: 1.0 FAR	57 units/acre	Assumes 48 units/acre plus 20% affordable housing bonus
MSC 3	Commercial: .2 FAR Residential: 1.5 FAR	75 units/acre	Total FAR: 1.7

Central Business District

Zone	Maximum Development Potential		Notes
	Land Use/ FAR	Maximum Density	
CBD 1A, 1B, 4, 6 & 8	Commercial: .2 FAR Office: .3 FAR Residential: 2.5 FAR	125 units/acre	Total FAR: 3.0
CBD 2	Commercial: .2 FAR Office: .4 FAR Residential .4 FAR	20 units/acre	Total FAR: 1.0
CBD 3, 7	Commercial: .2 Office: .2 Residential: 1.6	80 units/acre	Total FAR: 2.0
CBD 5A			Per Parkplace master plan: replace existing development with: 1,200,000 sq. ft. of office and 592,700 sq. ft. of commercial
CBD 5	Commercial: .2 FAR Office: 1.3 FAR		Total FAR: 1.5

Juanita Business District

Zone	Maximum Development Potential		Notes
	Land Use/ FAR	Maximum Density	
JBD 1 – Excludes Juanita Village	Commercial: .2 FAR Residential: 1.8 FAR	40 units/acre	Total FAR: 2.0
JBD 1 Juanita Village			Add 196 units now under construction
JBD 2	Commercial: .2 FAR Office: .3 FAR Residential: 1.0 FAR	50 units/acre	Total FAR: 1.5
JBD 3	Office: .45 FAR Residential: .2 FAR	7 units/acre	Total FAR: .65
JBD 4, 5 & 6	Office: .45 FAR Residential: .2 FAR	10 units/acre	

North Rose Hill Business District

Zone	Maximum Development Potential		Notes
	Land Use/FAR	Maximum Density	
NRH 1A & 1B	Commercial: .2 FAR Office: .2 FAR Residential: 1.6 FAR	80 units/acre	Total FAR: 2.0
NRH 2 - 6	Office: .65 FAR		

Rose Hill Business District

Zone	Maximum Development Potential		Notes
	Land Use/FAR	Maximum Density	
RH 1A	Commercial: .3 FAR Office: .85 FAR Residential: .85 FAR	40 units/acre	Total FAR: 2.0 Do not redevelop Costco.
RH 1B	Office: .65 FAR		Do not redevelop Costco parking lot.
RH 2A	Commercial: .3 FAR Office: .85 FAR Residential: .85 FAR	40 units/acre	Total FAR: 2.0 Do not redevelop Lee Johnson auto.
RH 2B	Commercial: .3 FAR Office: .85 FAR Residential: .85 FAR	40 units/acre	Total FAR: 2.0 Do not redevelop Lee Johnson auto.
RH 2C	Office: .85 FAR		Do not redevelop Lee Johnson auto
RH 3 Rose Hill Center	Commercial: .3 Office: .85 Residential: .85	40 units/acre	Total FAR: 2.0
RH 4	Office: .65 FAR		
RH 5 A, B & C	Commercial: .3 FAR		
RH 7 Rose Hill Village	Commercial: .3 FAR Office: .6 FAR Residential: .6 FAR	30 units/acre	Total FAR: 1.5
RH 8	Office: .65 FAR		

Totem Lake Business District

Zone	Maximum Development Potential		Notes
	Land Use /FAR	Maximum Density	
TL 1A	Office: 2.0 FAR		
TL 1B	Residential: 3.0 FAR	150 units/acre	
TL 2	Commercial: .3 FAR Office: .7 FAR		Per 2006 TL Mall master plan: replace existing development with 144,000 sq. ft. of office, 622,000 sq. ft. commercial & 226 dwelling units. Commercial includes cinema.
TL 4A, B & C	Commercial: .3 FAR Office: 1.5 Residential: .7	35 units/acre	Total FAR: 2.5
TL 5	Commercial: .2 FAR Office: 1.3 FAR Residential: 1.0 FAR	50 units/acre	Total FAR: 2.5
TL 6A & B	Commercial: .3 Residential: 2.2	120 units/acre	Total FAR: 2.5
TL 7 (E of 132 nd Ave NE)	Office: .35 FAR Industrial: .3 FAR		Total FAR: .65
TL 7 (S of Cross Kirk Corridor)	Commercial: .3 FAR Office: .35 FAR		Total FAR: .65
TL 8	Commercial: .3 FAR Residential: 2.2 FAR	120 units/acre	Total FAR: 2.5
TL 9A	Office: .35 FAR Industrial: .3 FAR		
TL 9B:	Residential	9 units/ acre	
TL 10A	Office: .75 FAR		
TL 10B & C	Office: .75 FAR Residential: .25 FAR	12 units/acre	Total FAR: 1.0
TL 10D	Office: 1.8 FAR Residential: .2 FAR	10 units/acre	Total FAR: 2.0
TL 10E	Office: 2.0 FAR		

Yarrow Bay Business District

ZONE	Maximum Development Potential		Notes
	Land Use/FAR	Maximum Density	
YBD 1			Develop proposed TOD site with 242 units and 6,672 sq. ft. of commercial.
YBD 2 & 3	Commercial: .2 FAR Office: .65 FAR Residential: .65 FAR	30 units/acre	Total FAR: 1.5

Industrial Zones

ZONE	Land Use/ FAR	Notes
LIT, PLA 6G (2)	Office: .65 FAR	Develop Google site in PLA 6G with 160,000 sq. ft. of office.

Institutional Zones

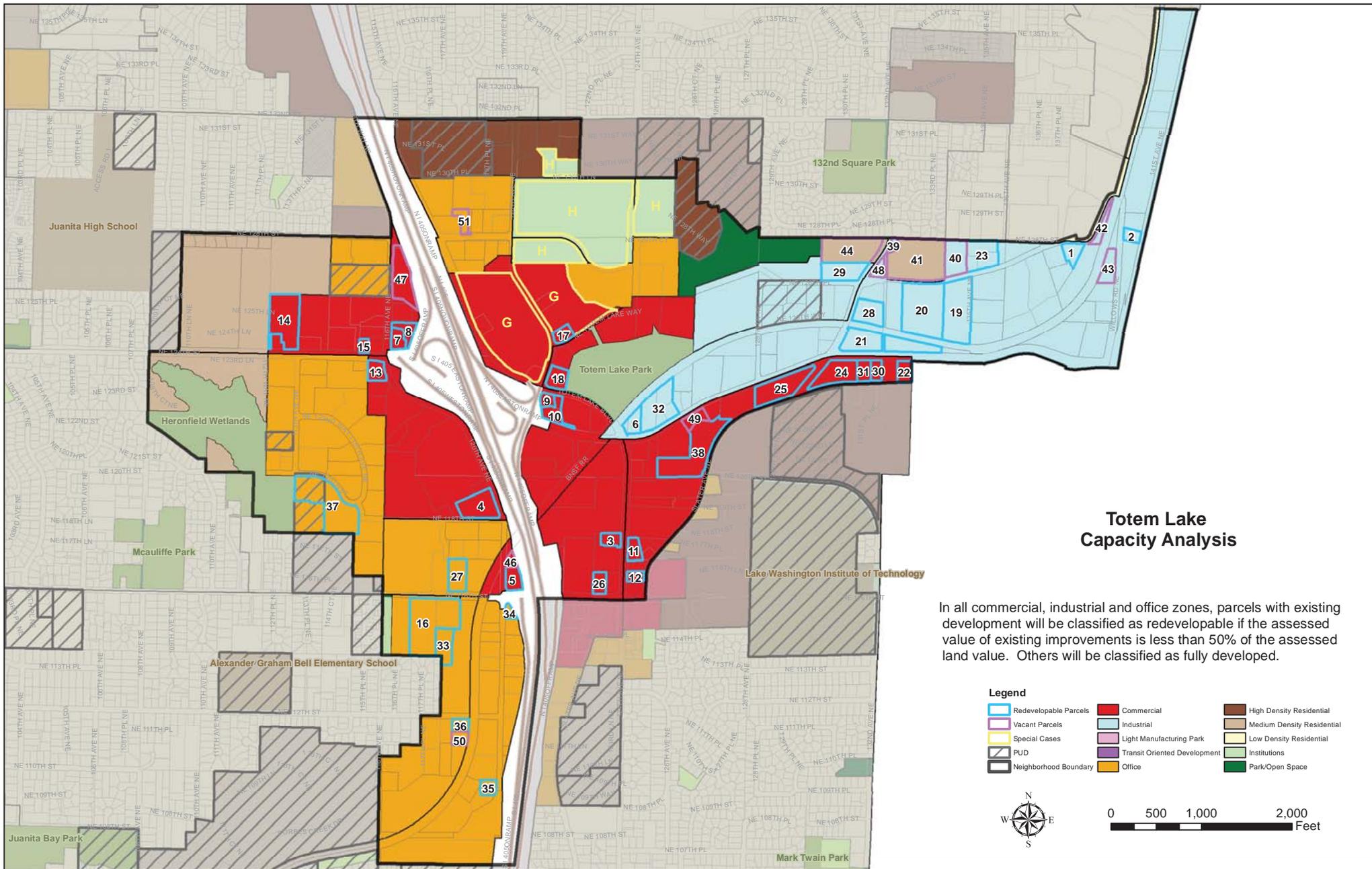
Zone	New Development
TL3A - D	1.9M square feet minus existing
PLA 1	
PLA 14	

Adjustments A number of factors typically reduce the potential for parcels to be developed or achieve maximum intensity. Consequently, the analysis should make the following adjustments:

- **Pre-development Parcel Size Reduction for Rights of Way/ Access Easements:** An adjustment will be made to account for a portion of the land being set aside for rights of way or access easements. In reality, the amount of this set aside varies from property to property. However, for the purpose of this analysis, the following average reductions are assumed:
 - *Low Density Residential (Single Family) Zones:*
 - *For all parcels in RSA zones and for parcels divided into only two lots in other low density zones: no deduction for rights of way or easements;*
 - *For all other parcels in low density zones (i.e. parcels which are large enough to be divided into three or more lots not in RSA zones): Reduce parcel size by 5% to account for ROW dedication.*
 - *All Other Zones:* Reduce parcel size by 2% to account for ROW dedication.
- **Adjustments for Critical Areas:** Using the GIS critical areas maps, the area occupied by wetlands, streams and buffers will be deducted from the parcel area prior to calculating development capacity. For this analysis, the width of all buffers will be assumed to be 50’.
- **Post Development Reductions for Market Factors:** Not all land that is theoretically ripe for development will be developed due to general market conditions, personal decisions by property owners or land acquisition for public purposes. To account for these factors, the number of new dwelling units and nonresidential floor area will be reduced by 5% on all vacant parcels and 10% on all redevelopable parcels, except for parcels with special generators.

Calculation of Households and Employees:

- **New Households:** Total new households will equal the total number of dwelling units minus 5% to account for vacancies.
- **New employees :** Calculate the number of new employees by using the following number of employees/ 1000 square feet of occupied floor area minus 5% of the floor area to account for vacancies:
 - Office: 4 employees/ 1000 square feet;
 - Commercial: 2 employees/ 1000 square feet;
 - Institutional:
 - PLA 1: 252 new students
 - PLA 14: 465 new students



Totem Lake (II) - Capacity (Ratio - Draft)

TL 7A - South of CKC; TL 7B North of CKC; TL 9A - New Far

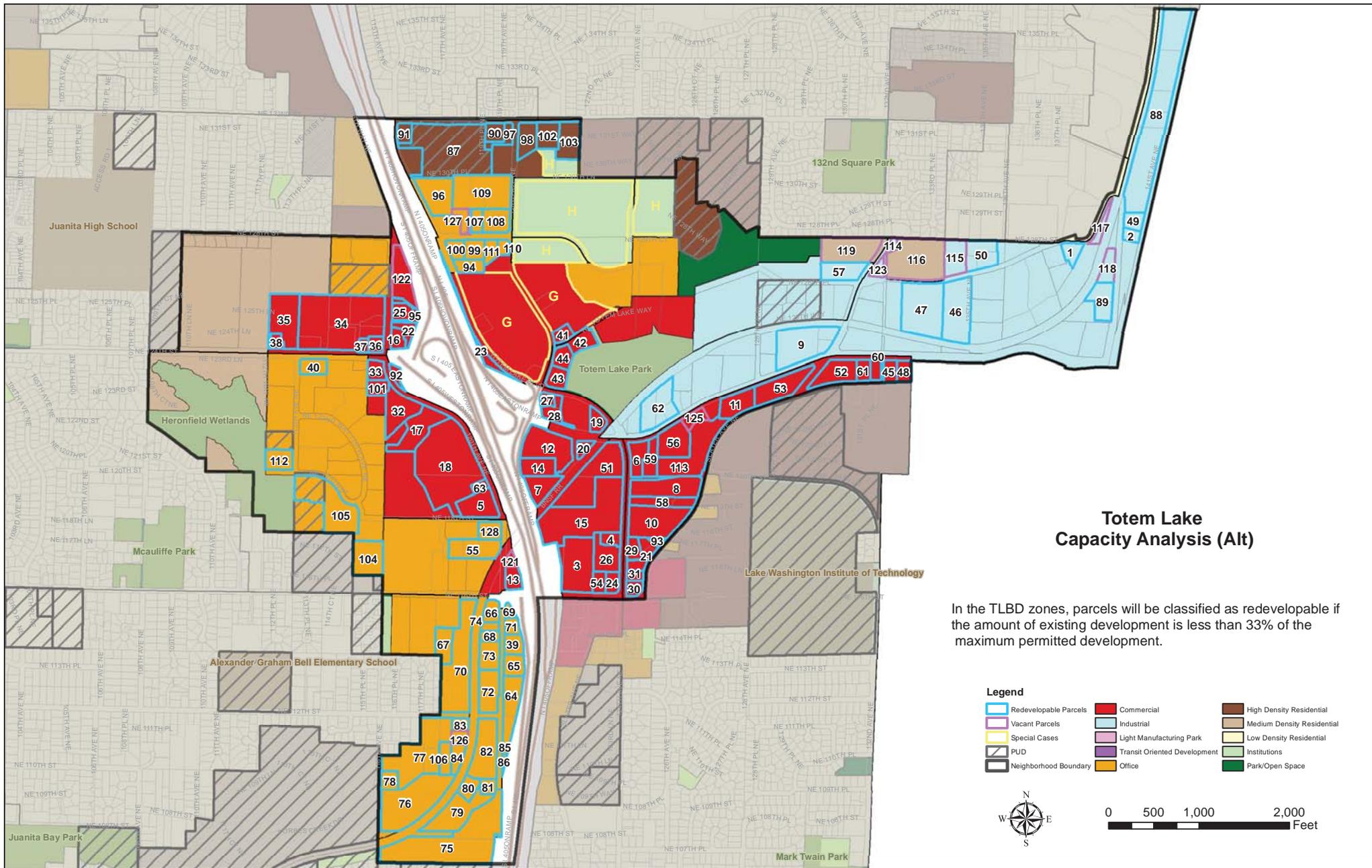
MapNum	PIN	COK Land Use	Nbr Units	Bldg Gross SqFt	Yr Built	ZONE CODE	ADJ_ID	GIS_SQFT	ESA_SQFT	NetCOM	NetPO	NetIND	NetRES	MRKT COM	MRKT PO	MRKT IND	MRKT RES
1	2726059057	COM	0	4,280	1953	TL 7B		40,538	0	-4,280	13,905	11,918	0				
2	2726059065	COM	0	3,352	1948	TL 7B		24,297	0	-3,352	8,334	7,143	0				
3	2826059021	COM	0	2,050	1986	TL 5		29,840	0	3,799	38,016	0	33				
4	2826059032	COM	0	19,680	1978	TL 4B		105,139	0	11,231	154,554	0	82				
5	2826059069	COM	0	4,355	1981	TL 4C		41,704	0	7,906	61,305	0	32				
6	2826059077	COM	0	6,871		TL 7A	516	29,217	29,217	1,719	10,021	0	0				
7	2826059101	COM	0	1,798	1970	TL 6B		34,855	0	8,449	0	0	94				
8	2826059153	COM	0	3,210		TL 6B	534	23,459	23,459	3,687	0	0	63				
9	2826059186	COM	0	2,135	1978	TL 4A		23,295	0	4,714	34,243	0	18				
10	2826059187	COM	0	5,508	1978	TL 4A	526	46,121	46,121	8,052	67,798	0	36				
11	2826059188	COM	0	0		TL 6A		34,493	0	10,141	0	0	93				
12	2826059223	COM	0	1,828	1985	TL 6A		19,868	0	4,013	0	0	53				
13	2926059030	COM	0	2,956	1981	TL 4B		40,012	0	8,807	58,817	0	31				
14	2926059054	COM	0	38,176	1991	TL 6B		147,662	147,662	5,236	0	0	398				
15	2926059191	COM	0	2,584	1969	TL 6B		15,299	0	1,914	0	0	41				
16	3326059152	COM	0	94,136	1966	TL 10C	535	268,040	0	-94,136	197,010	0	72				
17	6928400031	COM	0	4,444	1991	TL 2		30,666	0	4,572	21,037	0	0				
18	6928400033	COM	0	5,295	1981	TL 8		36,509	36,509	5,439	0	0	98				
19	2726059043	IND	0	13,644	1983	TL 7B		189,343	189,343	0	64,945	42,023	0				
20	2726059061	IND	0	40,990	1987	TL 7B		224,264	224,264	0	76,923	24,944	0				
21	2726059074	IND	0	64,387	1967	TL 7A		174,504	174,504	51,304	59,855	-64,387	0				
22	2726059080	IND	0	4,000	1973	TL 6A		35,459	0	10,425	0	-4,000	95				
23	2726059122	IND	0	12,000	1974	TL 7B	542	107,631	0	0	36,917	19,643	0				
24	2826059062	IND	0	22,000	1977	TL 6A		103,059	0	30,299	0	-22,000	278				
25	2826059063	IND	0	40,479	1979	TL 6A		132,748	0	39,028	0	-40,479	358				
26	2826059076	IND	0	8,240	1964	TL 5		33,253	0	6,518	42,365	-8,240	37				
27	2826059083	IND	0	23,900	1987	TL 10B		71,273	0	0	52,385	-23,900	19				
28	2826059105	IND	0	16,368	1975	TL 7B		71,178	71,178	0	24,414	4,558	0				
29	2826059128	IND	0	10,376	1965	TL 9A		75,203	75,203	0	25,794	11,734	0				
30	2826059173	IND	0	6,975	1974	TL 6A		26,370	0	7,753	0	-6,975	71				
31	2826059176	IND	0	9,600	1976	TL 6A		33,864	0	9,956	0	-9,600	91				
32	2826059180	IND	0	16,038		TL 7A	514	125,663	125,663	36,945	43,102	-16,038	0				
33	3326059121	IND	0	10,385	1963	TL 10C		68,352	0	0	50,239	-10,385	18				
34	3326059140	IND	0	0		TL 10E		13,574	0	0	26,606	0	0				
35	3893100926	IND	0	5,400	1968	TL 10E		30,546	0	0	59,871	-5,400	0				
36	3893100962	IND	0	3,600	1985	TL 10D		27,693	0	0	48,851	-3,600	6				
37	3890600160	PO	0	39,724	1991	TL 10A	513	150,795	150,795	0	71,110	0	0				
38	2826059181	UTL	0	17,032	1965	TL 6A		229,095	0	67,354	0	0	618				
										247,492	1,348,417	-93,041	2,735	222,743	1,213,575	-83,737	2,461

39	2726059006	VAC	0	0		TL 7B		3,141	3,141	0	1,077	923	0				
40	2726059007	VAC	0	0		TL 7B		94,785	94,785	0	32,511	27,867	0				
41	2726059018	VAC	0	0		RMA 3.6		227,364	227,364	0	0	0	73				
42	2726059027	VAC	0	0		TL 7B		6,869	6,869	0	2,356	2,019	0				
43	2726059143	VAC	0	0		TL 7B	525	53,591	0	0	18,382	15,756	0				
44	2826059004	VAC	0	0		TL 9B		79,089	79,089	0	0	0	16				
46	2826059071	VAC	0	0		TL 4C		14,397	0	4,233	21,163	0	11				
47	2826059098	VAC	0	0		TL 6B	533	24,554	24,554	7,219	0	0	66				
48	2826059110	VAC	0	0		TL 7B		21,609	21,609	0	7,412	6,353	0				
49	2826059249	VAC	0	0		TL 6A		33,023	0	9,709	0	0	89				
50	3893100964	VAC	0	0		TL 10D		26,122	0	0	46,079	0	5				
51	6928400010	VAC	0	0		TL 1A		29,258	0	0	57,345	0	0				
										21,160	186,326	52,918	260	20,102	177,010	50,272	247

H Evergreen Hospital										0							
G Totem Lake Mall										308,937	144,000		226				
										308,937	144,000	0	226	308,937	144,000	0	226

Totem Lake - Total Capacity										577,589	1,678,743	-40,122	3,221	551,782	1,534,585	-33,464	2,934	7,185	2,787
										NetCOM	NetPO	NetIND	NetRES	MRKT COM	MRKT PO	MRKT IND	MRKT RES	New Emp	New HH

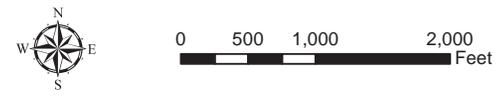
TaxpayerName	Appr ImpsVal	Appr LandVal	Max Den	FAR Com	FAR PO	FAR IND	FAR Res	FAR Total	Min Lot SQFT	Allow Unit Acre	Redev SF Calc	Redev MF Calc	Redev NonRes Calc	Redev Flag
KIRKLAND PROPERTY GROUP LLC	313,900	649,100	0	0	0.35	0.3	0	0.65			0.00	0.00	0.48	Redevelopable NonRes ESA
BELLEVEUE DOOR & MILLWORK CO	41,700	310,200	0	0	0.35	0.3	0	0.65			0.00	0.00	0.13	Redevelopable NonRes ESA
SOUTH SOUND RESTAURANTS INC	1,000	727,400	50	0.2	1.3	0	1	2.5			0.00	0.00	0.00	Redevelopable NonRes ESA
DUNN LUMBER NW TL	1,000	1,837,100	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.00	Redevelopable NonRes ESA
W L CLARK FAMILY L L C	163,300	828,600	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.20	Redevelopable NonRes ESA
HARLAN ENTERPRISES LLC	430,700	880,300	0	0.3	0.35	0	0	0.65			0.00	0.00	0.49	Redevelopable NonRes ESA
NW DEALERCO HOLDINGS LLC	498,000	1,036,200	120	0.3	0	0	2.2	2.5			0.00	0.00	0.48	Redevelopable NonRes ESA
TOTEM LAKE TT LLC	366,000	846,700	120	0.3	0	0	2.2	2.5			0.00	0.00	0.43	Redevelopable NonRes ESA
BASIN INVESTMENT GROUP	1,000	707,900	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.00	Redevelopable NonRes ESA
RASH & ASSOCIATES #47	1,000	1,480,000	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.00	Redevelopable NonRes ESA
CHAPMAN BARBARA M	0	815,400	120	0.3	0	0	2.2	2.5			0.00	0.00	0.00	Redevelopable NonRes ESA
RSO FAMILY LLC	225,900	463,900	120	0.3	0	0	2.2	2.5			0.00	0.00	0.49	Redevelopable NonRes ESA
LIU ALFRED B+LIU ELLEN Y	1,000	1,324,200	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.00	Redevelopable NonRes ESA
NICKEL & COMPANY LLC	1,692,900	3,392,100	120	0.3	0	0	2.2	2.5			0.00	0.00	0.50	Redevelopable NonRes ESA
LEE SEUNGHIK+SUSAN K	188,200	397,800	120	0.3	0	0	2.2	2.5			0.00	0.00	0.47	Redevelopable NonRes ESA
BETA HOLDINGS LTD PARTNERSH	2,374,700	4,824,300	12	0	0.75	0	0.25	1			0.00	0.00	0.49	Redevelopable NonRes ESA, Mixed
JPMORGAN CHASE BANK NATIONA	116,900	810,000	0	0.3	0.7	0	0	1			0.00	0.00	0.14	Redevelopable NonRes ESA
BANK OF AMERICA	103,600	1,280,900	120	0.3	0	0	2.2	2.5			0.00	0.00	0.08	Redevelopable NonRes ESA
C/O WASTE MANAGEMENT	845,200	3,116,700	0	0	0.35	0.3	0	0.65			0.00	0.00	0.27	Redevelopable NonRes ESA
WASTE MANAGEMENT	1,000	3,891,500	0	0	0.35	0.3	0	0.65			0.00	0.00	0.00	Redevelopable NonRes ESA
OBRIEN MICHAEL	616,700	2,858,000	0	0.3	0.35	0	0	0.65			0.00	0.00	0.22	Redevelopable NonRes ESA
LINDROS LANNY T	126,900	622,900	120	0.3	0	0	2.2	2.5			0.00	0.00	0.20	Redevelopable NonRes ESA
BERPS ASSOCIATES	344,900	1,119,300	0	0	0.35	0.3	0	0.65			0.00	0.00	0.31	Redevelopable NonRes ESA
LECLERCQ FAMILY L L C	58,000	2,252,000	120	0.3	0	0	2.2	2.5			0.00	0.00	0.03	Redevelopable NonRes ESA
BORDNER LUCINDA G	730,500	2,980,300	120	0.3	0	0	2.2	2.5			0.00	0.00	0.25	Redevelopable NonRes ESA
116TH STREET KIRKLAND LLC	367,100	800,800	50	0.2	1.3	0	1	2.5			0.00	0.00	0.46	Redevelopable NonRes ESA
STADELMAN PROPERTIES	648,700	1,325,000	12	0	0.75	0	0.25	1			0.00	0.00	0.49	Redevelopable NonRes ESA
UNITED RENTALS INC	289,900	1,318,100	0	0	0.35	0.3	0	0.65			0.00	0.00	0.22	Redevelopable NonRes ESA
JORDAN JEFFREY D	87,300	958,300	0	0	0.35	0.3	0	0.65			0.00	0.00	0.09	Redevelopable NonRes ESA
BERES A W	17,900	574,900	120	0.3	0	0	2.2	2.5			0.00	0.00	0.03	Redevelopable NonRes ESA
SACKS BUILDING TOTEM LAKE L	96,100	742,500	120	0.3										



Totem Lake Capacity Analysis (Alt)

In the TLBD zones, parcels will be classified as redevelopable if the amount of existing development is less than 33% of the maximum permitted development.

- Legend**
- Redevelopable Parcels
 - Commercial
 - High Density Residential
 - Vacant Parcels
 - Industrial
 - Medium Density Residential
 - Special Cases
 - Light Manufacturing Park
 - Low Density Residential
 - PUD
 - Transit Oriented Development
 - Institutions
 - Office
 - Park/Open Space



Totem Lake (I) - Capacity (Draft)

TL 7A - South of CKC; TL 7B North of CKC; TL 9A - New Far; Yellow - PUD

MapNum	PIN	COK Land Use	Nbr Units	Bldg Gross SqFt	Yr Built	ZONE CODE	ADJ_ID	GIS_SQFT	ESA_SQFT	NetCOM	NetPO	NetIND	NetRES	MRKT COM	MRKT PO	MRKT IND	MRKT RES
1	2726059057	COM	0	4,280	1953	TL 7B		40,538	0	-4,280	13,905	11,918	0				
2	2726059065	COM	0	3,352	1948	TL 7B		24,297	0	-3,352	8,334	7,143	0				
3	2826059020	COM	0	64,770	1988	TL 5	523	213,581	0	-22,908	272,102	0	240				
4	2826059021	COM	0	2,050	1986	TL 5		29,840	0	3,799	38,016	0	33				
5	2826059032	COM	0	19,680	1978	TL 4B		105,139	0	11,231	154,554	0	82				
6	2826059042	COM	0	15,293	1973	TL 6A	538	65,540	0	10,534	0	-6,558	176				
7	2826059043	COM	0	23,534	1996	TL 4A		77,876	0	-638	114,478	0	61				
8	2826059046	COM	0	14,777	1997	TL 6A		155,600	0	30,969	0	0	420				
9	2826059053	COM	0	28,072	1979	TL 7A	527	193,440	193,440	28,799	66,350	0	0				
10	2826059060	COM	0	30,000	1983	TL 6A		201,699	0	29,299	0	0	544				
11	2826059067	COM	0	23,175	1984	TL 6A		90,341	0	3,385	0	0	243				
12	2826059068	COM	0	49,260	1989	TL 4A		182,839	0	4,495	268,773	0	143				
13	2826059069	COM	0	4,355	1981	TL 4C		41,704	0	7,906	61,305	0	32				
14	2826059078	COM	0	32,724	1988	TL 4A		78,556	0	-9,628	115,478	0	61				
15	2826059086	COM	0	121,640	1980	TL 5		405,462	0	-42,169	516,558	0	456				
16	2826059101	COM	0	1,798	1970	TL 6B		34,855	0	8,449	0	0	94				
17	2826059114	COM	0	24,853	1990	TL 4B		139,073	0	16,034	204,437	0	109				
18	2826059122	COM	0	164,277	1980	TL 4B	510	523,497	0	-10,369	769,541	0	412				
19	2826059138	COM	0	12,336	2007	TL 4A		34,438	34,438	-2,211	50,624	0	27				
20	2826059139	COM	0	2,142	1971	TL 4A		22,636	0	4,513	33,275	0	17				
21	2826059142	COM	0	6,560		TL 6A	519	58,164	0	10,540	0	0	157				
22	2826059153	COM	0	3,210		TL 6B	534	23,459	23,459	3,687	0	0	63				
23	2826059160	COM	0	8,000		TL 2	517	33,620	33,620	1,884	23,063	0	0				
24	2826059169	COM	0	18,496	1978	TL 5		33,876	0	-11,856	43,159	0	38				
25	2826059178	COM	0	4,586	1975	TL 6B		28,563	28,563	3,811	0	0	77				
26	2826059179	COM	0	24,432	1985	TL 5		94,245	0	-5,960	120,068	0	106				
27	2826059186	COM	0	2,135	1978	TL 4A		23,295	0	4,714	34,243	0	18				
28	2826059187	COM	0	5,508	1978	TL 4A	526	46,121	46,121	8,052	67,798	0	36				
29	2826059188	COM	0	0		TL 6A		34,493	0	10,141	0	0	93				
30	2826059222	COM	0	1,903	1985	TL 6A		28,871	0	6,585	0	0	77				
31	2826059223	COM	0	1,828	1985	TL 6A		19,868	0	4,013	0	0	53				
32	2826059225	COM	0	19,447	1990	TL 4B		126,379	0	17,709	185,778	0	99				
33	2926059030	COM	0	2,956	1981	TL 4B		40,012	0	8,807	58,817	0	31				
34	2926059034	COM	0	184,688	1984	TL 6B	507	406,636	406,636	12,058	0	-77,195	1,097				
35	2926059054	COM	0	38,176	1991	TL 6B		147,662	147,662	5,236	0	0	398				
36	2926059171	COM	0	1,568	1968	TL 6B		28,509	0	6,814	0	0	76				
37	2926059191	COM	0	2,584	1969	TL 6B		15,299	0	1,914	0	0	41				
38	2926059280	COM	0	6,000	1996	TL 6B		21,095	0	202	0	0	56				
39	3326059029	COM	0	13,162	1963	TL 10E		44,841	0	-13,162	87,888	0	0				
40	3890600180	COM	0	8,558	1992	TL 10A		48,993	0	-8,558	36,010	0	0				
41	6928400031	COM	0	4,444	1991	TL 2		30,666	0	4,572	21,037	0	0				
42	6928400032	COM	0	7,000	1979	TL 8		59,713	59,713	10,556	0	0	161				
43	6928400033	COM	0	5,295	1981	TL 8		36,509	36,509	5,439	0	0	98				
44	6928400034	COM	0	12,432	1979	TL 8		36,064	36,064	-1,829	0	0	97				
45	2726059012	IND	0	15,154	1983	TL 6A		35,394	0	10,406	0	-15,154	95				
46	2726059043	IND	0	13,644	1983	TL 7B		189,343	189,343	0	64,945	42,023	0				
47	2726059061	IND	0	40,990	1987	TL 7B		224,264	224,264	0	76,923	24,944	0				
48	2726059080	IND	0	4,000	1973	TL 6A		35,459	0	10,425	0	-4,000	95				
49	2726059082	IND	0	5,690	1985	TL 7B		38,066	38,066	0	13,056	5,501	0				
50	2726059122	IND	0	12,000	1974	TL 7B	542	107,631	0	36,917	19,643	0	0				
51	2826059016	IND	0	125,268	1967	TL 5	522	251,377	0	49,270	320,254	-125,268	282				
52	2826059062	IND	0	22,000	1977	TL 6A		103,059	0	30,299	0	-22,000	278				
53	2826059063	IND	0	40,479	1979	TL 6A		132,748	0	39,028	0	-40,479	358				
54	2826059076	IND	0	8,240	1964	TL 5		33,253	0	6,518	42,365	-8,240	37				
55	2826059108	IND	0	38,312	1998	TL 10B	529	117,284	0	86,204	0	-38,312	31				
56	2826059109	IND	0	71,810	1985	TL 6A		117,976	0	34,685	0	-71,810	318				
57	2826059128	IND	0	10,376	1965	TL 9A		75,203	75,203	0	25,794	11,734	0				
58	2826059145	IND	0	26,280	1981	TL 6A	543	76,964	0	22,627	0	-26,280	207				
59	2826059163	IND	0	16,523	1988	TL 6A		55,792	0	16,403	0	-16,523	150				
60	2826059173	IND	0	6,975	1974	TL 6A		26,370	0	7,753	0	-6,975	71				
61	2826059176	IND	0	9,600	1976	TL 6A		33,864	0	9,956	0	-9,600	91				
62	2826059180	IND	0	16,038		TL 7A	514	125,663	125,663	36,945	43,102	-16,038	0				
63	2826059193	IND	0	6,000	1987	TL 4B		18,001	0	5,292	26,461	-6,000	14				
64	3326059031	IND	0	64,384		TL 10E	524	119,341	0	233,907	-64,384	0					
65	3326059080	IND	0	27,353	1974	TL 10E	508	54,184	0	106,201	-27,353	0					
66	3326059085	IND	0	12,642	1964	TL 10E		41,632	0	81,598	-12,642	0					
67	3326059121	IND	0	10,385	1963	TL 10C		68,352	0	50,239	-10,385	18					
68	3326059122	IND	0	13,440	1978	TL 10E		24,342	0	47,710	-13,440	0					
69	3326059140	IND	0	0		TL 10E		13,574	0	26,606	0	0	0				
70	3326059145	IND	0	108,320	1969	TL 10D		300,700	0	530,435	-108,320	67					
71	3326059162	IND	0	7,893	1967	TL 10E		28,795	0	56,438	-7,893	0					
72	3326059164	IND	0	57,900	1966	TL 10E		102,422	0	200,748	-57,900	0					
73	3326059205	IND	0	41,294		TL 10E	505	72,669	0	142,431	-41,294	0					
74	3326059206	IND	0	7,920	1987	TL 10E		18,170	0	35,614	-7,920	0					
75	3326059243	IND	0	111,793	1983	TL 10E	539	459,224	459,224	0	900,079	-111,793	0				

TaxpayerName	Appr ImpsVal	Appr LandVal	Max Den	FAR Com	FAR PO	FAR IND	FAR Res	FAR Total	Min Lot SQFT	Allow Unit Acres	Redev SF Calc	Redev MF Calc	Redev NonRes Calc	Redev Flag
KIRKLAND PROPERTY GROUP LLC	313,900	649,100	0	0	0.35	0.3	0	0.65			0.00	0.00	0.16	Redevelopable NonRes ESA
BELLEVUE DOOR & MILLWORK CO	41,700	310,200	0	0	0.35	0.3	0	0.65			0.00	0.00	0.21	Redevelopable NonRes ESA
PINEWOOD OF KIRKLAND LLC	3,214,200	4,264,400	50	0.2	1.3	0	1	2.5			0.00	0.00	0.12	Redevelopable NonRes ESA
SOUTH SOUND RESTAURANTS INC	1,000	727,400	50	0.2	1.3	0	1	2.5			0.00	0.00	0.03	Redevelopable NonRes ESA
DUNN LUMBER NW TL	1,000	1,837,100	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.07	Redevelopable NonRes ESA
TOTEM LAKE SKIPPERS	1,143,100	1,566,400	120	0.3	0	0	2.2	2.5			0.00	0.00	0.09	Redevelopable NonRes ESA, Mixed
OFFICE MAX STORE #392	2,360,200	1,642,500	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.12	Redevelopable NonRes ESA
S & I OF WA L L C	1,910,900	2,782,900	120	0.3	0	0	2.2	2.5			0.00	0.00	0.04	Redevelopable NonRes ESA
RC 124TH LLC	3,081,200	4,990,400	0	0.3	0.35	0	0	0.65			0.00	0.00	0.22	Redevelopable NonRes ESA
FORD OF KIRKLAND	3,081,400	3,755,700	120	0.3	0	0	2.2	2.5			0.00			

MapNum	PIN	COK Land Use	Nbr Units	Bldg Gross SqFt	Yr Built	ZONE CODE	ADJ_ID	GIS_SQFT	ESA_SQFT	NetCOM	NetPO	NetIND	NetRES	MRKT COM	MRKT PO	MRKT IND	MRKT RES
76	3893100820	IND	0	125,584	1978	TL 10D		289,375	289,375	0	510,457	-125,584	65				
77	3893100829	IND	0	96,418	1974	TL 10D	530	303,537	0	0	535,439	-96,418	68				
78	3893100855	IND	0	13,600	1969	TL 10D		37,800	0	0	66,680	-13,600	8				
79	3893100920	IND	0	46,089	1963	TL 10E	511	129,107	129,107	0	253,049	-46,089	0				
80	3893100925	IND	0	21,040	1969	TL 10E		42,648	42,648	0	83,591	-21,040	0				
81	3893100926	IND	0	5,400	1968	TL 10E		30,546	0	0	59,871	-5,400	0				
82	3893100930	IND	0	74,619	1971	TL 10E	520	166,597	166,597	0	326,530	-74,619	0				
83	3893100962	IND	0	3,600	1985	TL 10D		27,693	0	0	48,851	-3,600	6				
84	3893100963	IND	0	26,238	1969	TL 10D		40,357	0	0	71,189	-26,238	9				
85	3893101000	IND	0	1,850	1971	TL 10E		6,489	0	0	12,719	-1,850	0				
86	3893101003	IND	0	3,450	1987	TL 10E		6,598	6,598	0	12,931	-3,450	0				
128	2826059091	IND	0	17,920	1977	TL 10B		50,129	0	0	18,925	0	101				
87	2826059007	MF	200	125,576	1977	TL 1B		375,235	375,235	0	0	0	1,066				
88	2726059002	PO	0	97,824	2008	TL 7B	540	438,306	438,306	0	58,035	123,342	0				
89	2726059103	PO	0	15,963	1981	TL 7B	531	90,697	0	0	15,146	26,665	0				
90	2826059006	PO	0	17,280	1987	TL 1B		43,215	0	0	-17,280	0	145				
91	2826059008	PO	0	11,142	1983	TL 1B		34,868	34,868	0	-11,142	0	117				
92	2826059041	PO	0	11,924	1983	TL 4B		20,534	0	6,037	18,261	0	16				
93	2826059079	PO	0	1,350	1982	TL 6A		11,819	0	3,475	-1,350	0	31				
94	2826059095	PO	0	16,198	1993	TL 1A		48,753	0	0	79,357	0	0				
95	2826059096	PO	0	3,281	1989	TL 6B		5,231	5,231	1,538	-3,281	0	14				
96	2826059111	PO	0	62,575	1983	TL 1A		139,693	0	0	211,224	0	0				
97	2826059140	PO	0	5,840	1982	TL 1B		34,999	0	0	-5,840	0	118				
98	2826059205	PO	0	11,264	1981	TL 1B		47,716	47,716	0	-11,264	0	161				
99	2826059220	PO	0	13,882	1984	TL 1A		47,194	0	0	78,618	0	0				
100	2826059221	PO	0	13,197	1986	TL 1A		37,286	0	0	59,883	0	0				
101	2926059231	PO	0	10,164	2009	TL 4B		38,978	0	11,459	47,133	0	30				
102	3291400010	PO	0	14,492	1983	TL 1B		59,036	59,036	0	-14,492	0	199				
103	3291400020	PO	0	31,210	1985	TL 1B	546	100,512	0	0	-31,210	0	339				
104	3890600140	PO	0	29,876	1990	TL 10A		123,499	0	0	60,895	0	0				
105	3890600160	PO	0	39,724	1991	TL 10A	513	150,795	150,795	0	71,110	0	0				
106	3893100961	PO	0	18,480	1974	TL 10D		46,583	0	0	63,692	0	10				
107	6928400011	PO	0	12,684	1975	TL 1A		31,919	0	0	49,878	0	0				
108	6928400012	PO	0	14,554	1971	TL 1A	515	76,265	0	0	134,925	0	0				
109	6928400015	PO	0	84,202	1972	TL 1A	509	243,147	0	0	392,365	0	0				
110	6928400022	PO	0	5,166	1972	TL 1A		22,282	0	0	38,506	0	0				
111	6928400026	PO	0	9,257	1981	TL 1A		34,063	0	0	57,506	0	0				
112	2926059181	SF	3	0	1967	TL 10A	528	44,494	44,494	0	32,703	0	-3				
113	2826059181	UTL	0	17,032	1965	TL 6A		229,095	0	67,354	0	0	618				
										518,695	9,887,228	-1,098,731	11,252	466,825	8,898,505	-988,858	10,126

114	2726059006	VAC	0	0		TL 7B		3,141	3,141	0	1,077	923	0				
115	2726059007	VAC	0	0		TL 7B		94,785	94,785	0	32,511	27,867	0				
116	2726059018	VAC	0	0		RMA 3.6		227,364	227,364	0	0	0	73				
117	2726059027	VAC	0	0		TL 7B		6,869	6,869	0	2,356	2,019	0				
118	2726059143	VAC	0	0		TL 7B	525	53,591	0	0	18,382	15,756	0				
119	2826059004	VAC	0	0		TL 9B		79,089	79,089	0	0	0	16				
121	2826059071	VAC	0	0		TL 4C		14,397	0	4,233	21,163	0	11				
122	2826059098	VAC	0	0		TL 6B	533	24,554	24,554	7,219	0	0	66				
123	2826059110	VAC	0	0		TL 7B		21,609	21,609	0	7,412	6,353	0				
125	2826059249	VAC	0	0		TL 6A		33,023	0	0	0	0	89				
126	3893100964	VAC	0	0		TL 10D		26,122	0	0	46,079	0	5				
127	6928400010	VAC	0	0		TL 1A		29,258	0	0	57,345	0	0				
										11,451	186,326	52,918	260	10,879	177,010	50,272	247

H	Evergreen Hospital									0							
G	Totem Lake Mall									308,937	144,000		226				
										308,937	144,000	0	226	308,937	144,000	0	226

Totem Lake - Total Capacity										839,083	10,217,553	-1,045,812	11,738	786,641	9,219,514	-938,585	10,599	36,855	10,069
NetCOM	NetPO	NetIND	NetRES	MRKT COM	MRKT PO	MRKT IND	MRKT RES	New Emp	New HH										

TaxpayerName	Appr ImpsVal	Appr LandVal	Max Den	FAR Com	FAR PO	FAR IND	FAR Res	FAR Total	Min Lot SQFT	Allow Unit Acre	Redev SF Calc	Redev MF Calc	Redev NonRes Calc	Redev Flag
HILLCREST CORPORATION	5,932,100	4,360,300	10	0	1.8	0	0.2	2			0.00	0.00	0.22	Redevelopable NonRes ESA
SCHAFFER FAMILIES LLC	5,236,000	4,541,400	10	0	1.8	0	0.2	2			0.00	0.00	0.16	Redevelopable NonRes ESA
RUBENS GARY J	657,000	567,000	10	0	1.8	0	0.2	2			0.00	0.00	0.18	Redevelopable NonRes ESA
G T S DRYWALL SUPPLY CO	2,160,900	2,450,000	0	0	2	0	0	2			0.00	0.00	0.18	Redevelopable NonRes ESA
VANDER HOEK CORPORATION	1,039,600	676,500	0	0	2	0	0	2			0.00	0.00	0.25	Redevelopable NonRes ESA
BEHRMAN DENNIS E	63,600	459,300	0	0	2	0	0	2			0.00	0.00	0.09	Redevelopable NonRes ESA
LHV PROPERTIES LLC	4,419,700	2,548,600	0	0	2	0	0	2			0.00	0.00	0.22	Redevelopable NonRes ESA
ESPELAND HANS T	28,300	414,400	10	0	1.8	0	0.2	2			0.00	0.00	0.06	Redevelopable NonRes ESA
UNITED ASSOCIATED PROPERTIE	1,666,900	570,000	10	0	1.8	0	0.2	2			0.00	0.00	0.33	Redevelopable NonRes ESA
ROYAL MICHAEL G+KATHERINE W	227,500	88,500	0	0	2	0	0	2			0.00	0.00	0.14	Redevelopable NonRes ESA
KARSTETTER LARRY R+MARGARET	428,500	83,500	0	0	2	0	0	2			0.00	0.00	0.26	Redevelopable NonRes ESA
BEHEYT DANIEL														Planning Add
SP TOTEM LAKE LLC	10,601,700	9,112,300	150	0	0	0	3	3			0.00	0.00	0.11	Redevelopable NonRes ESA, PUD
ASTRONICS ADVANCED ELECTRON	8,867,100	9,966,200	0	0	0.35	0.3	0	0.65			0.00	0.00		Redevelopable NonRes, Mixed, Planning Add
TERRA PROPERTIES	1,837,000	1,631,300	0	0	0.35	0.3	0	0.65			0.00	0.00	0.27	Redevelopable NonRes ESA
NORTHSTAR PROPERTY MGMNT	2,694,900	991,800	150	0	0	0	3	3			0.00	0.00	0.13	Redevelopable NonRes ESA
A C R INVESTMENTS INC	1,231,400	802,400	150	0	0	0	3	3			0.00	0.00	0.11	Redevelopable NonRes ESA
A & S VENTURES LLC	1,127,300	468,500	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.23	Redevelopable NonRes ESA
KD PROPERTIES LLC	131,400	250,400	120	0.3	0	0	2.2	2.5			0.00	0.00	0.05	Redevelopable NonRes ESA
LAKESHORE CLINIC	2,674,400	1,121,000	0	0	2	0	0	2			0.00	0.00	0.17	Redevelopable NonRes ESA
TOTEM LAKE OFFICE CENTER	221,400	399,800	120	0.3	0	0	2.2	2.5			0.00	0.00	0.25	Redevelopable NonRes ESA
KINGSGATE PLACE BLDG	6,063,000	3,526,600	0	0	2	0	0	2			0.00	0.00	0.22	Redevelopable NonRes ESA
EVERGREEN PROFESSIONAL BUIL	506,100	811,500	150	0	0	0	3	3			0.00	0.00	0.06	Redevelopable NonRes ESA
EVERGREEN PARK NW	857,100	1,684,200	150	0	0	0	3	3			0.00	0.00	0.08	Redevelopable NonRes ESA
TAMBE LLC	2,330,600	1,085,300	0	0	2	0	0	2			0.00	0.00	0.15	Redevelopable NonRes ESA
S & L PESCE LLC	1,607,000	856,600	0	0	2	0	0	2			0.00	0.00	0.18	Redevelopable NonRes ESA
BEDFORD PARTNERSHIP THE	1,479,000	778,000	35	0.3	1.5	0	0.7	2.5			0.00	0.00	0.10	Redevelopable NonRes ESA
JOHNSON MAGGIE	1,870,800	1,695,200	150	0	0	0	3	3			0.00	0.00	0.08	Redevelopable NonRes ESA
CAMLU VILLAGE LTD	4,769,800	2,311,700	150	0	0	0	3	3			0.00	0.00	0.10	Redevelopable NonRes ESA
MICRO ENCODER INC	1,318,500	2,347,400	0	0	0.75	0	0	0.75			0.00	0.00	0.32	Redevelopable NonRes ESA
H-P PROP KIRKLAND LLC	1,391,200	3,483,000	0	0	0.75	0	0	0.75			0.00	0.00		Redevelopable NonRes, PUD, Planning Add
RAINIER NORTHWEST JFK LLC	1,01													