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# CITY OF KIRKLAND

## CITY COUNCIL



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

### *Vision Statement*

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

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123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • TTY 425.587.3111 • [www.ci.kirkland.wa.us](http://www.ci.kirkland.wa.us)

### AGENDA

#### KIRKLAND CITY COUNCIL SPECIAL MEETING

#### City Council Chambers

#### Monday, November 1, 2010

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

#### 7:30 p.m. – Special Meeting

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

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION, Peter Kirk Room*
  - a. 2011-2012 Budget
4. *EXECUTIVE SESSION*
  - a. To Review the Performance of a Public Employee
5. *HONORS AND PROCLAMATIONS*
  - a. Diabetes Month Proclamation
6. *COMMUNICATIONS*
  - a. *Announcements*
  - b. *Items from the Audience*
  - c. *Petitions*
7. *SPECIAL PRESENTATIONS*
  - a. Human Services 2011-2012 Funding Recommendation

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

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

b. KDOG Presentation to the City

8. CONSENT CALENDAR

a. Approval of Minutes: October 19, 2010

b. Audit of Accounts:

Payroll \$

Bills \$

c. General Correspondence

d. Claims

(1) Jennifer M. Rasmussen

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) 2010 Kirkland Performance Center Painting Project, Lower 48 Contracting/Painting, LLC, Redmond, Washington

(2) 2009 Overlay Project, Lakeside Industries, Inc., Issaquah, Washington

(3) 2010 Striping Program, Stripe Rite, Inc., Auburn, Washington,

g. Approval of Agreements

(1) Resolution R-4842, Authorizing the City Manager to Execute a Lease Agreement with My Home Wholesale, Inc. for Property Commonly Known as 11831 – 120<sup>th</sup> NE, Kirkland, Washington

(2) Resolution R-4843, Authorizing the City Manager to Enter into a Parking Lot Use Agreement with First Baptist Church of Kirkland, Washington

h. Other Items of Business

(1) Resolution R-4844, Approving the Kirkland Sewer Comprehensive Plan Update

(2) Acknowledging Park Board Resignation

(3) Resolution R-4845, Revising Section 5.1 of the Kirkland City Council Policies and Procedures Manual, "Boards and Commissions Appointment and Reappointment Policy"

(4) Remitting Duck Dash Raffle Tax Receipts to Selected Agency

(5) Issuing a Cabaret Dance License to Olive You

**GENERAL CORRESPONDENCE**

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

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

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

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

9. *PUBLIC HEARINGS*

- a. Preliminary 2011-2012 Budget

10. *UNFINISHED BUSINESS*

- a. Off Leash Area Proposal
- b. NE 85<sup>th</sup> Street Corridor Improvements Project Update
- c. Debt Issuance Update
- d. Emergency Medical Service Fee for Transportation - Preliminary Implementation Plan
- e. Resolution R-4846, Approving the Interlocal Agreement Between the City of Kirkland and Woodinville Fire and Rescue Regarding the Transition of Services Due to Annexation

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

11. *NEW BUSINESS*

- \* a. Ordinance No. 4267, Relating to Land Use, Approval of a Preliminary and Final PUD as Applied for by Todd Kilburn of Kilburn Architects in Department of Planning and Community Development File No. ZON10-00017 and Setting Forth Conditions of Said Approval
- b. MyBuildingPermit.com Fee/Surcharge

12. *REPORTS*

- a. *City Council*
  - (1) Regional Issues
- b. *City Manager*
  - (1) Calendar Update

13. *ITEMS FROM THE AUDIENCE*

14. *ADJOURNMENT*

**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.



**CITY OF KIRKLAND**  
**Department of Finance & Administration**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Tracey Dunlap, Director of Finance and Administration

**Date:** October 21, 2010

**Subject:** 2011-2012 Budget Study Session

The November 1 study session will be a continuation of the budget deliberations from the October 28 study session. A supplemental memorandum regarding the Information Technology Budget reductions and services packages is attached. Any follow-up materials requested by the City Council at the October 28 Study Session will be distributed at the meeting.


**CITY OF KIRKLAND**

Information Technology Department

123 Fifth Avenue, Kirkland, WA 98033 425.587.3050

[www.ci.kirkland.wa.us](http://www.ci.kirkland.wa.us)
**MEMORANDUM**

**To:** City Council  
**From:** Brenda Cooper, CIO  
**Date:** October 13<sup>th</sup>, 2010  
**Subject:** IT Budget Context

**Background**

This budget continues IT staffing and service at the current levels. It does not increase any staff hours except for a .25 GIS FTE which is directly tied to incoming work to get the new GIS layers related to annexation completed. The budget does take advantage of fresh ideas about how to do our business better and it does cut critical items like travel and training even further.

*High level summary of 5% cuts:*

Area cut	Amount cut	Notes
Office and Operating Supplies, spares, printing	6,690	Training materials and cables, spare phone sets, etc.
Reducing cost of replacement PC's, changing types of PC's, reducing specifications	94,812	We also applied these changes to the 2010 order, thus saving money this year
Professional Services	45,600	Consulting money to help with tasks we either don't have time or skills to do ourselves. This is essentially insurance money and cutting it increases risk.
Travel and training	7,350	Further reductions in all divisions
Repairs and Maintenance	209,698	Reducing product support, cutting a large shared copier, cutting financial system disaster recovery payments, changing the type of computer the financial system runs on. Some of these are simply good ideas that became available through changing technology, others increase risk.

### *IT Budget Structure*

IT is not part of the general fund, but is instead an internal services fund. The IT department charges rates to customers who have some collective say through the IT Steering Team in the service level that they receive for those rates. Money that the department saves at the end of the year remains in the IT fund and can be used to offset future rates, to fund service packages, and to meet one-time needs. How the money is spent is subject to approval of the IT Steering Committee, the City Manager, and to Council approval as part of the budget.

Cuts in IT do help reduce the general fund budget, although not on a dollar-for-dollar basis given that IT rates are charges to all city functions including Utilities. IT expenditures support city functions; with the exception of the downtown wireless, IT is not a direct service provider but rather helps leverage the work of city staff.

Historically, most IT service packages have been funded from cash left over from the previous year. In the last biennium, IT has reduced rates and offset unavoidable cost increases through using IT cash to fund the replacement cost of desktop PC's.

### **Ongoing IT Budget Cuts**

Information Technology Staff reviewed all of the systems that the department supports and were unable to find any systems where removing the automation and reverting to working by hand wouldn't add work to the customer departments, and some work actually can't be done without modern systems (for example payroll information needs to be sent to banks and to the state electronically).

Staffing is already very tight as we work to get ahead of annexation needs with no new annexation resources. This is particularly true in GIS and in the applications systems areas as we are implementing upgraded and new systems to handle permits, garbage billing, and other activities that have firm due dates. The Help Desk is operating at its usual level of around 80 open calls, but they will be doing the entire replacement PC rollout for 2010 and 2011 without additional resources (The department typically hires temporary help for this project for six months every two years). This will stretch Help Desk resources.

IT Staff are all non-exempt, so any overtime worked results in time and half paid out, and thus increases the cost of resources.

There are a number of complex issues facing IT today including the storage crisis, the shift to cloud computing, the increasingly mobile world, etc. There is a need to retain capacity on IT management and in the three technical divisions to track and analyze these trends which have significant threats and opportunities inherent in them.

Because losing staff would add unacceptable amounts of risk to IT projects that are already strained, department management challenged staff to find other cuts. They responded, with roughly twenty ideas which included ways to spend less on each computer, replacing a minicomputer with much less expensive windows server(s), going without one copier in the shared copy room, and a host of other ideas that collectively added up to the department's 5% cut. In addition, some of the ideas couldn't be fully explored in a short period of time, and so there is a punch list of other projects which may result in additional savings as soon as the department can devote the staff time to exploring them.

## **IT Service Packages**

There are three non-annexation service packages that relate to IT staffing. None of them results in new staff and all of them are funded by IT cash primarily derived from savings across 2009/10.

### *Web Production Assistant (0.75 FTE):*

The work that the Web Production Assistant does for the city is significant and meaningful, and *has been an ongoing level of service for almost 5 years* (the city has been funding this with cash since 2006). This position helps with both internal and external communication, and in a time of stress such as the current combination of budget cuts and annexation, that communication is critical to the overall health of the city.

As the city has cut printing and other communication-related budgets, the work that the web staff does has increased.

Consequences if this position is cut include longer times to get web content posted, less backup for times when the Webmaster is unavailable in training or on vacation, no staff time for projects such as the pending re-design of the web page or the addition of mobility to the web (iphone and ipad apps, social media), reduced support for the Council Packet projects, no future "bandwidth" to take on making other packets electronic, and reduced training and support to help departments keep information up to date on the web.

This is not the position that IT would cut first. Instead, the department would look to the multimedia services division. This is not a recommendation: MMS has already been cut and we would have to lose a service entirely. If the City loses the creation of in-house graphics for city publications, that would probably move the costs and not save the city money. Video services already receives far more requests than they can fulfill and the community benefits from being able to watch live and archived meetings and from our local programming.

### *GIS Analyst (0.25 FTE)*

The GIS Analyst was cut in the last round from a 1.0 to a 0.75 FTE. The position is funded to begin working at 1.0 when Annexation happens in June of 2010. This service package allows the department to work the position at 1.0 to help handle the significant amount of GIS data that is now streaming into the department and which needs quality control so that it can be available for production when we go live.

### *Help Desk (0.25 FTE)*

The Help Desk Technician position was cut 0.25 in ongoing funds, but we have continued to fund it with cash via service packages because the workload in this group is high, particularly with all of our temporary staffing capabilities cut. This request continues that arrangement until annexation funds are available in June 2011.

## **Annexation Positions**

IT originally requested 8.5 annexation positions in 2005, revised the request down to 6.25 positions for this budget, and had 3.75 positions recommended as follows:

*GIS Analyst (0.25 FTE – June 2011)*

This position is the same .25 FTE funded from cash for the first six months of the year via the service package process. The additional hours are needed to prepare the GIS system to represent the new city boundaries that take affect with the annexation and to keep the new data up to date.

*Help Desk Technician (0.25 FTE – June 2011)*

This position is the same .25 FTE funded from cash for the first six months of the year via the service package process. This has been funded from cash since the original budget reduction in order to accomplish the work in this team. At this time, the position will help backfill the help desk as another staff member is managing all of the computer replacements and to help onboard other new staff coming in with annexation.

*Web Assistant (0.25 FTE – June 2011)*

This addition to the web assistant position that the city has been funding at .75 FTE via cash will help to handle the increased volume of web-based communication anticipated as information is provided to new Kirkland citizens. Note that this is the technical work surrounding helping staff post content; content is created in the departments.

*Help Desk Lead (1.0 FTE – June 2011)*

The new staffing for annexation is expected to generate more help desk requests. In addition the facilities needs and other strategic issues around IT such as storage, security, cloud computing, and mobility needs attention from the network and operations manager and this will help make that time available.

*Applications Manager (1.0 FTE – June 2011)*

The technology staff that support basic applications (such as payroll, recreation sign-ups, maintenance management, utility billing, and our internet applications) have all reported directly to the CIO since the department was created in 2000. As this group has grown, they have continued to be direct reports, so that the span of control for the CIO is now too great to give adequate attention to the detailed prioritization and project management needs for this group. Additionally, there are skills needed to help manage the increasingly complex inter-relationship of systems and integration between systems which do not exist in the current IT staff or management. The working manager is intended to add general capacity to the group, help fill the skill gaps, provide better strategic oversight of city systems and of the costs of those systems, and to free up the CIO to spend more time on strategic issues.

Of note, the IT department did reduce the FTE of a manager position in Multimedia Services in the last round of cuts as the staffing levels overseen by that individual grew smaller.

*GIS Analyst (1.0 FTE – January 2012)*

The land area covered by the city will increase from about 10.5 to about 17.5 miles a result of this annexation, and this additional GIS Analyst will add less capacity than we actually need to keep all of the GSI layers adequately up to date as the amount of data in the annexation area approaches the amount of data in the current city limits. IT will request an additional resource at some time in the future. In the meantime, the addition of this staff person will help to keep the data development that the city has invested in for the annexation area current and accurate.



**CITY OF KIRKLAND**

**City Manager's Office**

**123 Fifth Avenue, Kirkland, WA 98033 425.587.3001**

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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Marie Stake, Communications Program Manager  
**Date:** October 13, 2010  
**Subject:** November as Diabetes Month Proclamation

**RECOMMENDATION:**

It is recommended that Mayor Joan McBride proclaim November, 2010 as Diabetes Month as requested by the American Diabetes Association.

**BACKGROUND DISCUSSION:**

The American Diabetes Association is behind the largest national movement to stop diabetes and has launched an educational campaign that encourages communities to become involved by sharing, acting, learning and giving. In November 2009, the Association launched its *Stop Diabetes*<sup>®</sup> initiative and as a way to celebrate its one year anniversary, communities across the United States are being asked to participate. One way cities are participating is by proclaiming November as Diabetes Month.

Laura Keller, citizen of Kirkland and Western Region Director of Advocacy for the American Diabetes Association, will be present to receive the proclamation.



## A PROCLAMATION OF THE CITY OF KIRKLAND

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### Proclaiming November 2010 as "American Diabetes Month" in Kirkland, Washington

**WHEREAS**, in the United States, 24 million children and adults live with diabetes and an additional 57 million Americans are at risk; and

**WHEREAS**, one out of every three children (and one in two minority children) born in the United States today will face a future with diabetes if current trends continue; and

**WHEREAS**, diabetes is a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, and kidney disease; and

**WHEREAS**, the American Diabetes Association encourages communities to become more aware of the seriousness of diabetes and launched a national campaign in November 2009 to Stop Diabetes<sup>®</sup> with the ambitious goal of gathering the support of millions of Americans to help confront, fight, and most importantly, stop diabetes; and

**WHEREAS**, the Stop Diabetes<sup>®</sup> campaign encourages Americans to join the movement and learn more by visiting [www.stopdiabetes.com](http://www.stopdiabetes.com) or calling 1-800-DIABETES;

**NOW, THEREFORE, I**, Joan McBride, Mayor of Kirkland, do hereby proclaim November as American Diabetes Month in Kirkland, Washington and encourage residents to get involved with the education, prevention and control of diabetes that affects far too many Americans.

Signed this 1<sup>st</sup> day of November, 2010

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Joan McBride, Mayor



**CITY OF KIRKLAND**  
Department of Parks & Community Services  
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300  
[www.ci.kirkland.wa.us](http://www.ci.kirkland.wa.us)

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## MEMORANDUM

**To:** Kurt Triplett, City Manager  
**From:** Human Services Advisory Committee  
**Date:** October 21, 2010  
**Subject:** Human Services Funding Recommendation

### **RECOMMENDATION:**

The Human Services Advisory Committee recommends that City Council consider its recommendation for human services funding for 2011.

### **BACKGROUND DISCUSSION:**

The Human Service Advisory Committee understands that the City is facing a difficult budget year. In addition, demand for human services in Kirkland remains high and is ever increasing during this recession. In May, the City received 73 applications with requests for \$886,413\* annually for the 2011-2012 biennium. 28 applications were for new programs. This year we noticed a substantial increase in funding requests from the 45 programs the City currently funds. The HSAC held a series of roundtable discussions with agencies the City currently funds and conducted three Public Hearings that included all applicants.

The Committee is particularly challenged with the number of new applications, the increase in service demands, and many programs the City currently funds have requested more funding to meet the increased service demands. Given the City's limited resources and increased demands we are providing a two tier recommendation. Tier 1 allocates the amount contained in the City Manager's Preliminary Budget. If the City Council decides to restore the one-time funding allocated in 2010, Tier 2 provides the committee's recommended allocation of those additional funds. Attachment A is the HSAC recommendation for each tier below.

#### **Tier 1:** City Manager funding recommendation:

The proposed budget for human services funding is currently at \$8.61 per capita, and does not assume additional funding. In the last biennium, the budget included one-time funds in addition to per capita. Based on the number of applications received, the Human Services Advisory Committee (HSAC) had a difficult time with this funding recommendation as this represents \$113,780 or 20% less than what was funded last year. The HSAC reviewed and evaluated each request and recommended reduced funding for all programs with the exception of Eastside Domestic Violence community advocacy program and King County Sexual Assault Resource Center comprehensive sexual assault services. These two programs are recommended for funding at their 2010 funding level.

**Tier 2:** Council reallocates the one-time funds of \$113,780 for 2011. Although one time funds are just that, our local human service agencies have come to rely on these funds to help meet the demand and to balance their bottom line.

With the one-time increase of \$113,780, the HSAC recommends 2010 level funding for most of the human services programs, reductions in funding for eleven programs, and new funding allocated to 10 new service areas to expand the human services infrastructure in Kirkland.

New programs include:

- **Alliance of People with disAbilities Youth in Transition Program-\$4,799:** Provides youth with disabilities support transitioning from high school helping them to become self-sufficient adults.
- **AtWork! - School-to-Work Partnership-\$1,290:** In collaboration with schools the program helps high school students with multiple disabilities to acquire paid jobs.
- **Bridge Disability Ministries' Certified Professional Guardianship Program-\$1,000:** Provides case management services of adults with severe developmental disabilities. These individuals are wards of Certified Professional Guardians (CPG).
- **Eastside Interfaith Social Concerns Council Sophia's Place Housing Program-\$3,500:** The only overnight program providing shelter, life skills training and social services support to single adult homeless women in East King County.
- **Eastside Interfaith Social Concerns Council-Sophia's Home Housing Program-\$2,000:** Places homeless single women in apartments and shared housing with support services.
- **Center for Children & Youth Justice's-Safe Havens Visitation Center-\$1,000:** The only program specifically designed to provide supervised visitation and safe exchange for families referred specifically due to domestic violence.
- **Center for Human Services' Northshore Family Support Center-\$5,000:** Provides early learning, youth development, and parent education/support and community resources.
- **Friends of Youth- The Landing Young Adult Shelter-\$5,000:** The only overnight shelter for homeless youth age 18-24 in East King County.
- **HERO House (HH)-\$4,818:** HERO House serves persons with serious mental illness. Through the pre-vocational "work ordered day" program. HH provides, case management, non-traditional support groups, tutoring, employment services.
- **Little Bit Therapeutic Riding Center-\$2,000:** Little Bit is only therapeutic riding center in the Pacific Northwest. LB provides individuals with disabilities opportunities for participation in an independence building physical activity.

**Annexation:** For 2012, the HSAC recommends the approved annexation service package of \$197,463 be allocated to increase funding to several programs funded in Tier 2 in order to expand service levels for annexation area residents.

In addition, the HSAC is recommending one new program for full funding in order to fulfill the needs of the newly incorporated area, St Andrew's Housing Group's Francis Village (Totem Lake).

**CLOSING COMMENTS:**

The HSAC appreciates that the City Council recognize the long term return on investment that our local human services agencies provide and wishes to thank Council for their continued investment in human services. If Tier 1 and Tier 2 are approved, the Committee is encouraged that this funding plan will address a broad range of community needs and offer significant support to a great many residents in our community.

\*This amount differs from the Human Services issue paper by \$1999 due to a calculation error from the human services web portal. This is the correct number for 2011 and 2012 requests.

**Attachment A  
CITY OF KIRKLAND  
APPLICATIONS SUBMITTED FOR 2011-2012 FUNDING**

Organization (Alphabetical Order)	Program	2010 Funded Amount	2011 Request	Tier 1 City Manager Proposed Annual 2011/2012	Tier 2 HSAC Proposed Annual 2011/2012	HSAC Proposed with Annexation
		Averaged amount from 2009/2010 biennium budget year		\$8.61 per capita	\$8.61 per capita + \$113,780	\$8.61 per capita + \$197,463
<b>Total Budget Allocation Proposal</b>		561,476	886,413	458,481	572,262	655,944
<b>Goal 1 - Food to Eat and Roof Overhead</b>						
Catholic Community Services of King County	Emergency Assistance Services Program	8,900	8,900	7,493	8,900	8,900
Eastside Baby Corner	Distribution of Basic Essentials for Children	8,712	12,780	7,341	8,712	9,322
Eastside Domestic Violence Program	My Sister's Home Emergency Shelter	3,720	8,014	3,323	3,720	5,180
Eastside Interfaith Social Concerns Council	Congregations for the Homeless Outreach Program		2,500	0		-
Eastside Interfaith Social Concerns Council	Sophia's Home Housing Program for Single Women		2,500	0	2,000	2,141
Eastside Interfaith Social Concerns Council	Sophia's Place Housing Program for Single Women		5,000	0	3,500	3,745
Eastside Interfaith Social Concerns Council	Congregations for the Homeless Shelter Program	9,213	10,134	7,745	9,213	9,858
Emergency Feeding Program of Seattle/King County	Medically Vulnerable Low-Income Patients		2,000	0		-
Food LifeLine	Client Service Support		7,000	0		-
Friends of Youth	The Landing Young Adult Shelter		13,385	0	5,000	9,365
Friends of Youth	Homeless Youth Services	21,713	30,534	17,806	17,870	23,233
Hopelink	Emergency Feeding Services Short Term Emergency Food	7,000	9,668	5,963	7,000	7,490
Hopelink	Avondale Park Emergency Shelter/Transitional Housing	10,200	10,500	8,539	10,200	10,500
Hopelink	Transitional and Permanent Supportive Housing	17,798	18,300	14,655	17,798	18,300
Hopelink	Emergency Services Program-Food & Financial Assistance	39,168	41,125	31,856	39,168	41,125
Kirkland Interfaith Transitions in Housing	Transitional and Permanent Supportive Housing	22,440	23,000	18,391	22,440	23,000
Senior Services	Meals on Wheels	4,590	4,590	4,024	4,500	4,590
Society of St. Vincent de Paul of Seattle/King Co.	St. John Vianney Kirkland		15,000	0		-
St Andrew's Housing Group	Francis Village (Totem Lake)		15,000	0		15,000
The Salvation Army, Eastside	Emergency Assistance Eastside	15,000	22,500	12,403	15,000	19,050
YWCA of Seattle King County Snohomish County	Angeline's Eastside Day Center	13,142	13,150	10,908	13,142	13,150
YWCA of Seattle King County Snohomish County	Family Village Transitional Housing	21,380	21,967	17,538	21,380	21,967
	<b>Totals of Goal Area 1</b>	<b>202,976</b>	<b>297,547</b>	<b>167,986</b>	<b>209,543</b>	<b>245,916</b>

Attachment A  
CITY OF KIRKLAND  
APPLICATIONS SUBMITTED FOR 2011-2012 FUNDING

Organization (Alphabetical Order)	Program	2010 Funded Amount	2011 Request	Tier 1 City Manager Proposed Annual 2011/2012	Tier 2 HSAC Proposed Annual 2011/2012	HSAC Proposed with Annexation
		Averaged amount from 2009/2010 biennium budget year		\$8.61 per capita	\$8.61 per capita + \$113,780	\$8.61 per capita + \$197,463

**Goal 2 - Supportive Relationships within Families, Neighborhoods, and Communities**

Assistance League of the Eastside	Operation School Bell	7,500	10,000	5,250	5,250	8,100
Kirkland Boys and Girls Club	Summer Program Scholarships	2,652	3,640	1,326	1,326	2,864
Catholic Community Services of King County	Volunteer Chore Program		8,000			-
Center for Human Services	Family Support Centers		10,000		5,000	5,400
Changes Parent Support Network	Parent Group Support Network		1,298			-
Child Care Resources	Child Care Resource and Referral	8,145	8,552	6,109	8,145	8,552
Chinese Information and Service Center	International Family Center Eastside	10,000	26,146	7,500	10,000	10,800
CRU Institute	Peer Mediation and Cultural Awareness		5,000			
Eastern European Counseling Center	Immigration Integration Project		14,993			
Eastside Legal Assistance Program	Eastside Legal Assistance Program (ELAP)	10,200	10,608	7,140	9,140	10,608
Friends of Youth	Healthy Start	10,886	11,213	7,620	10,886	11,213
Hopelink	Family Development Program	5,407	5,677	4,055	5,407	5,677
Institute for Family Development	PACT (Parents and Children Together) In Home Program		23,432	-		-
Kindering Center	Early Childhood Consultation Program	7,058	8,470	5,294	5,294	7,623
Little Bit Therapeutic Riding Program	Therapeutic Riding Center		7,116	-	2,000	2,160
Sea Mar Community Health Center	Latino Senior Nutrition Program	5,569	6,429	3,898	3,898	6,015
Youth Eastside Services YES	Kirkland Teen Center (KTUB) Counselor	27,431	28,300	20,574	27,431	28,300
Youth Eastside Services YES	Early Intervention for Youth At-Risk	29,362	30,243	22,000	24,692	30,243
	<b>Totals of Goal Area 2</b>	<b>124,210</b>	<b>219,117</b>	<b>90,766</b>	<b>118,469</b>	<b>137,554</b>

Attachment A  
CITY OF KIRKLAND  
APPLICATIONS SUBMITTED FOR 2011-2012 FUNDING

Organization (Alphabetical Order)	Program	2010 Funded Amount	2011 Request	Tier 1 City Manager Proposed Annual 2011/2012	Tier 2 HSAC Proposed Annual 2011/2012	HSAC Proposed with Annexation
		Averaged amount from 2009/2010 biennium budget year		\$8.61 per capita	\$8.61 per capita + \$113,780	\$8.61 per capita + \$197,463
<b>Goal 3 - Safe Haven from All Forms of Violence and Abuse</b>						
Center for Children & Youth Justice	Safe Havens Visitation Center		1,000	-	1,000	1,000
Children's Response Center Harborview	Children's Response Center Harborview	16,524	17,020	10,067	16,524	17,020
Consejo Counseling & Referral Service	Domestic Violence Program	10,000	11,951	5,000	5,000	10,800
Crisis Clinic	Teen Link	4,080	8,315	2,652	3,600	5,406
Crisis Clinic	24-Hour Crisis Line	3,213	5,230	2,249	3,213	4,270
Crisis Clinic	2-1-1 Community Information Line	3,213	6,541	2,249	3,213	4,370
Eastside Domestic Violence Program*	Community Advocacy Program	43,094	50,678	43,094	43,094	46,542
King County Sexual Assault Resource Center	Comprehensive Sexual Assault Services	8,568	8,911	8,568	8,568	8,911
Sound Mental Health	Eastside Behavioral Responsibility Program	5,100	5,100	3,315	5,100	5,100
	<b>Totals of Goal Area 3</b>	93,792	114,746	77,194	89,312	103,419
* Includes the \$31,264 funding for the Domestic Violence Program	transferred from the Police budget to Human Services budget Program					

Attachment A  
CITY OF KIRKLAND  
APPLICATIONS SUBMITTED FOR 2011-2012 FUNDING

Organization (Alphabetical Order)	Program	2010 Funded Amount	2011 Request	Tier 1 City Manager Proposed Annual 2011/2012	Tier 2 HSAC Proposed Annual 2011/2012	HSAC Proposed with Annexation
		Averaged amount from 2009/2010 biennium budget year		\$8.61 per capita	\$8.61 per capita + \$113,780	\$8.61 per capita + \$197,463
<b>Goal 4 - Health Care to be as Physically and Mentally Fit as Possible</b>						
Bridge Ministries	Certified Professional Guardianship Program		1,000		1,000	1,000
Elder Adult Day Services	Comprehensive Adult Day Health Services	5,569	10,000	4,174	5,569	6,015
HealthPoint	Primary <b>Dental</b> Program	18,335	24,992	13,741	18,335	20,602
HealthPoint	Primary <b>Medical</b> Program	24,480	38,008	18,346	24,480	29,238
HERO House	HERO House		4,818	-	4,818	4,818
National Alliance on Mental Illness NAMI Eastside	Education, Support, Advocacy	6,885	7,090	5,160	5,160	7,090
Northshore Senior Center	NSC Transportation		12,000	-		-
Northshore Senior Center	Northshore Health and Wellness Adult Day Health	10,200	10,200	7,644	10,200	10,200
Pediatric Interim Care Center Inc.	Interim Care of Drug Exposed Infants		1,000	-		-
Providence Marianwood Foundation	Senior Access to Long Term HealthCare		5,000	-		-
Senior Services	Volunteer Transportation	5,427	6,160	4,067	5,427	5,861
Sound Mental Health	Low Income Counseling Services	8,160	12,000	6,115	8,160	8,813
Therapeutic Health Services	Low Income Adult CD and Mental Health Treatment	11,781	36,000	8,829	11,781	16,523
	<b>Totals of Goal Area 4</b>	<b>90,837</b>	<b>168,268</b>	<b>68,075</b>	<b>94,930</b>	<b>110,160</b>

**Attachment A  
CITY OF KIRKLAND  
APPLICATIONS SUBMITTED FOR 2011-2012 FUNDING**

Organization (Alphabetical Order)	Program	2010 Funded Amount	2011 Request	Tier 1 City Manager Proposed Annual 2011/2012	Tier 2 HSAC Proposed Annual 2011/2012	HSAC Proposed with Annexation
		Averaged amount from 2009/2010 biennium budget year		\$8.61 per capita	\$8.61 per capita + \$113,780	\$8.61 per capita + \$197,463
<b>Goal 5 - Education and Job Skills to Lead an Independent Life</b>						
Alliance of People with disAbilities	Youth in Transition Program		5,000	4,799	4,799	5,000
Asia Pacific Language School	Multicultural & Multicultural Early Learning		500			-
AtWork!	School-to-Work Partnership		1,290	1,290	1,290	1,290
AtWork!	Community Liaison		2,500			-
Hopelink	Adult Education Program ESL	11,118	11,450	11,118	11,118	11,450
Jewish Family Service	Refugee and Immigrant Service Center	13,620	13,625	13,620	13,620	13,625
Lake Washington Schools Foundation	Jump Start Camp for English Language Learners		6,600	-		-
Lake Washington Schools Foundation	LINKS (Looking Into the Needs of Kids in Schools)		10,000	-		-
Lake Washington Technical College	LWTC Student Support Program		8,000	-		-
Youth Eastside Services YES	Family Net School Based Support Program	11,000	11,300	9,710	11,000	11,300
YWCA of Seattle King County Snohomish County	Eastside Employment Services	13,923	16,470	13,923	13,923	14,898
	<b>Total of Goal Area 5</b>	<b>49,661</b>	<b>86,735</b>	<b>54,460</b>	<b>55,750</b>	<b>57,563</b>
* Includes the \$31,264 funding for the Eastside Domestic Violence Program	transferred from the Police budget to the Human Services					
	<b>Grand Total of Goal Areas 1-5</b>	<b>561,476</b>	<b>886,413</b>	<b>458,481</b>	<b>568,004</b>	<b>654,612</b>

**Summary of Allocation by Goal Areas**

Goal 1 - Food to Eat and Roof Overhead	202,976	297,547	167,986	209,543	245,916
Goal 2 - Supportive Relationships - Families, Neighborhoods, Communities	124,210	219,117	90,766	118,469	137,554
Goal 3 - Safe Haven from All Forms of Violence and Abuse	93,792	114,746	77,194	89,312	103,419
Goal 4 - Health Care to be as Physically and Mentally Fit as Possible	90,837	168,268	68,075	94,930	110,160
Goal 5 - Education and Job Skills to Lead an Independent Life	49,661	86,735	54,460	55,750	57,563
<b>Total of Goal Areas 1-5</b>	<b>561,476</b>	<b>886,413</b>	<b>458,481</b>	<b>568,004</b>	<b>654,612</b>



**CITY OF KIRKLAND**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Mike Metteer, Business Services Programs Manager  
Carrie Hite, Deputy Director  
Jennifer Schroder, Director

**Date:** October 25, 2010

**Subject:** Special Presentation by Kirkland Dog Off-Leash Group (KDOG)

**RECOMMENDATION**

To inform the City Council of the success the GO DOG, GO event held at Crestwoods Park July 24, 2010. Jean Guth, President of KDOG will be making a presentation.

**BACKGROUND**

Go Dog, Go! was a very successful event presented by Kirkland Dog Off-Leash Group (KDOG) and the Kirkland Downtown Association. The event was a "howling" good time consisting of doggie contests and games; canine disc competition; "Flyball" and agility demonstrations; yoga with your dog; canine freestyle dancing; small dog fashion show; vendors; pet adoptions, and food. Proceeds from the event will help provide dog waste bags in Kirkland City Parks and help fund a future dog park.

Kirkland Dog Off-leash Group (KDOG) is a non-profit organization created by Kirkland residents to provide safe off-leash areas for dogs.



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES  
October 19, 2010

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

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

Members Absent: None.

3. STUDY SESSION

a. Debt Issuance

Joining Councilmembers for this presentation in addition to City Manager Kurt Triplett were Director of Finance and Administration Tracey Dunlap, Deputy Director Michael Olson, and consultants Fred Eoff and Susan Musselman of SDM Advisors, Inc.

4. EXECUTIVE SESSION

a. To Discuss Labor Negotiations

5. HONORS AND PROCLAMATIONS

a. Lori Bennett and Mike Reardon - Thirty Year Service Awards

b. Arbor Day Proclamation

Urban Forester Deb Powers and Environmental Education and Outreach Specialist Sharon Rodman received the proclamation.

c. City of Kirkland Debt Management Policy Certification

Finance and Administration Director Tracey Dunlap outlined the benefits to the City in achieving the certification status.

6. COMMUNICATIONS

a. Announcements

b. Items from the Audience

John Chadwick  
Johanna Palmer

- c. Petitions

7. SPECIAL PRESENTATIONS

- a. Kirkland Performance Center Annual Report

Kirkland Performance Center Executive Director Dan Mayer provided an overview of the Center's performances and accomplishments, plans, and other items of interest.

8. CONSENT CALENDAR

- a. Approval of Minutes:

- (1) October 5, 2010

- (2) October 6, 2010

- b. Audit of Accounts:

- Payroll \$ 2,152,109.09

- Bills \$ 2,429,912.68

- run # 955 checks # 520607 - 520737

- run # 956 checks # 520764 - 520921

- c. General Correspondence

- d. Claims

- (1) David Russell Myrland

- e. Award of Bids

- f. Acceptance of Public Improvements and Establishing Lien Period

- g. Approval of Agreements

- h. Other Items of Business

- (1) Resolution R-4841, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE CITY OF KIRKLAND'S ALLOCATION FOR THE NORTH EAST KING COUNTY REGIONAL PUBLIC SAFETY COMMUNICATIONS AGENCY (NORCOM) BUDGET."

- (2) Procurement Report

Motion to approve the Consent Calendar.

Moved by Councilmember Doreen Marchione, seconded by Councilmember Dave Asher

Vote: Motion carried 7-0

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

9. PUBLIC HEARINGS

a. Sewer Comprehensive Plan Update

Mayor McBride opened the public hearing. Interim Capital Projects Manager Dave Snider provided background information and reviewed the 2011-2016 plan components. Testimony was provided by Johanna Palmer. No further testimony was offered and the Mayor closed the hearing.

10. UNFINISHED BUSINESS

a. Annexation Quarterly Update 3

Assistant City Manager Marilynne Beard provided the update and responded to Council questions and comment.

11. NEW BUSINESS

None.

12. REPORTS

a. City Council

(1) Regional Issues

Councilmembers shared information regarding a recent Kirkland Arts Center Gala fundraising event; Park Board public hearing on proposed off-leash dog park; St. Andrews Housing Group groundbreaking; Suburban Cities Executive Board members meeting with King County Councilmember Jane Hague; Suburban Cities Association Public Issues Committee meeting; Eastside Time Bank meetings; Metropolitan Solid Waste Advisory Committee; Cascade Water Alliance Resource Management meeting; meeting between Kirkland and Bellevue officials regarding South Kirkland Park and Ride Transit Oriented Development project. Council also authorized a letter to be sent to the Washington State Department of Transportation expert panel on SR 520 Tolling regarding Diversion issues.

b. City Manager

(1) Calendar Update

Councilmembers asked for more information on timelines for comments to the Ethics Committee; Housing and Urban Development grants; and City Facility valuations and zoning. The City manager reminded Council of their upcoming Budget Study Session and noted a recent offer from Argosy regarding the MV Kirkland.

13. ITEMS FROM THE AUDIENCE

Toby Nixon

14. ADJOURNMENT

The Kirkland City Council regular meeting of October 19, 2010 was adjourned at 9:22 p.m.

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City Clerk

Mayor



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

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## MEMORANDUM

**To:** Kurt Triplett, City Manager  
**From:** Kathi Anderson, City Clerk  
**Date:** October 21, 2010  
**Subject:** CLAIM(S) FOR DAMAGES

### RECOMMENDATION

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

### POLICY IMPLICATIONS

This is consistent with City policy and procedure and is in accordance with the requirements of state law (RCW 35.31.040).

### BACKGROUND DISCUSSION

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

- (1) Jennifer M. Rasmussen  
20521 11<sup>th</sup> Drive SE  
Bothell, WA 98012

**Amount:** \$2,478.40

**Nature of Claim:** Claimant states injury resulted from tripping on uneven sidewalk.



**CITY OF KIRKLAND**

**Department of Public Works**

**123 Fifth Avenue, Kirkland, WA 98033 425.587.3800**

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**MEMORANDUM**

**To:** Kurt Triplett City Manager

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

**Date:** October 13, 2010

**Subject:** KIRKLAND PERFORMANCE CENTER PAINTING PROJECT -- ACCEPT WORK

RECOMMENDATION

It is recommended that City Council accept the work on the Kirkland Performance Center Painting Project, as completed by Lower 48 Contracting/Painting, LLC (Lower 48) and establish the statutory lien period.

BACKGROUND AND DISCUSSION

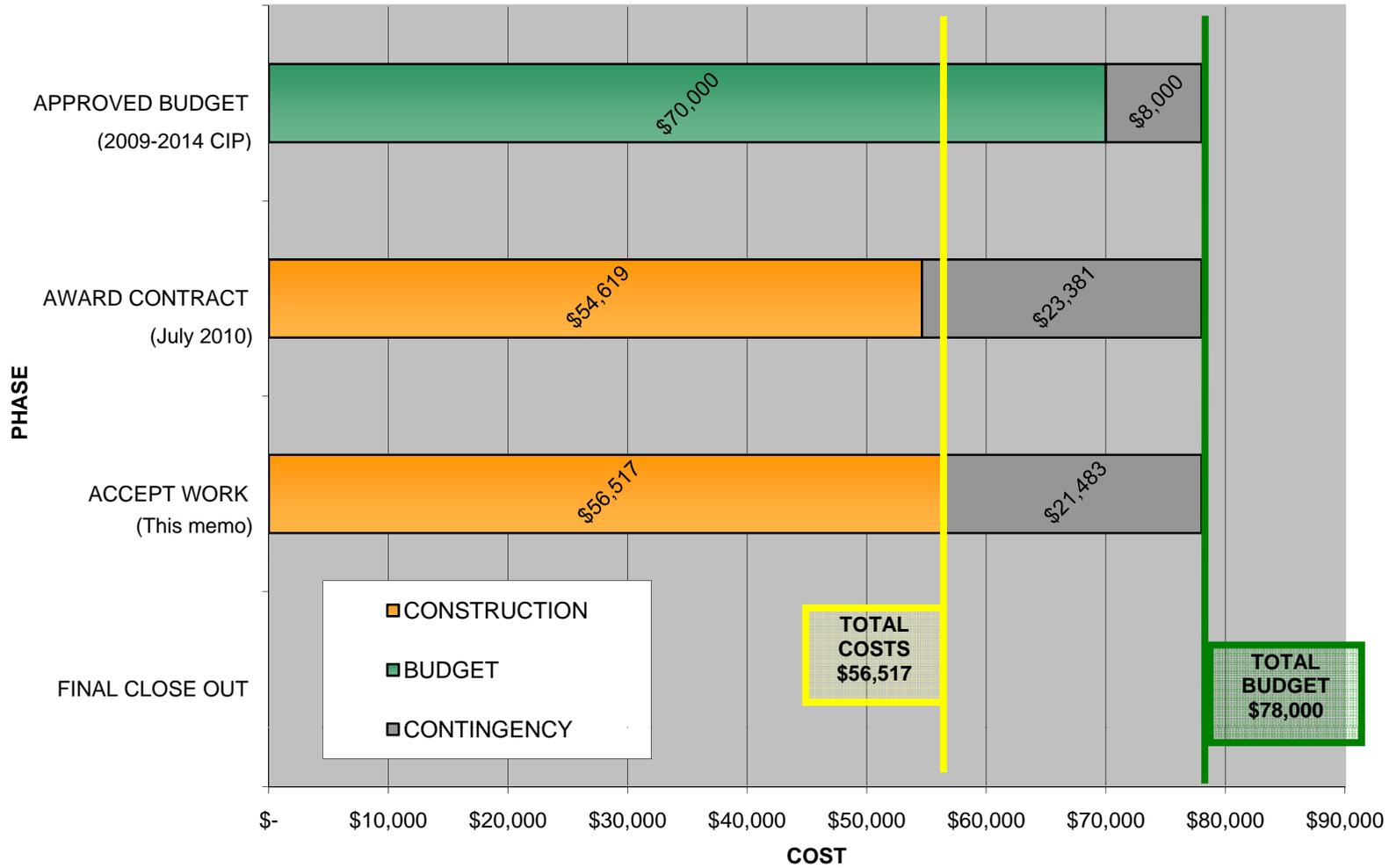
In 2010, as part of the ongoing Lifecycle Program, exterior and interior painting projects were funded for the Kirkland Performance Center. The purpose of this project is to maintain the integrity and the aesthetic value of the Kirkland Performance Center based on the lifecycle of the building components. The work efforts included exterior painting of the Marquee and supporting columns, the steel structure members supporting the roof above the ticket window and entry, the rear delivery roll up door, rear man door, loading dock handrail, steel work above the man door, and the concrete columns and concrete wall surfaces behind the Marquee. The work also included interior painting consisting of the lobby, lobby columns, restrooms, theater, ticket office, doors, dressing rooms, and handrails.

At their regular meeting of July 20, 2010, Council awarded the painting contract to Lower 48 in the amount of \$54,618.60. The work efforts for the painting work was performed during a scheduled closure from August 2-17, 2010, and the Project was deemed substantially complete on September 3, 2010.

The total amount paid to the Lower 48 was \$56,517.33, including one change order. The change order was a result of a revision to the original paint color selection in a specific area and was repainted with a new color. The total project budget was \$78,000 (Attachment B); remaining funds of \$21,482.67 will be returned to the Facilities Sinking Fund Reserve.

Attachment (Project Budget Report)

**PROJECT BUDGET REPORT**  
**2010 KIRKLAND PERFORMANCE CENTER PAINTING PROJECT**



Attachment A

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** October 20, 2010

**Subject:** 2009 STREET PRESERVATION PROGRAM (PHASE 2 – OVERLAY PROJECT)  
ACCEPT WORK

### RECOMMENDATION:

It is recommended that City Council accept the work on the 2009 Overlay Project, as completed by Lakeside Industries, Inc., Issaquah, Washington, and establish the statutory lien period. It is also recommended that Council authorize the transfer of remaining Program funds to the 2009 Crosswalk Improvement Project and to the 2010 Street Preservation Program.

### BACKGROUND DISCUSSION:

The Overlay Project is Phase 2 of the 2009 Annual Street Preservation Program; the Project provides maintenance and rehabilitation of the City's street network through sub-grade repair, pavement milling, structural patching, and the application of a new wearing surface layer of asphalt on selected streets. The Project also includes the installation of new curb ramps, required by the Americans with Disabilities Act, and replaces adjacent broken curb and sidewalk panels. The Project addressed approximately 6.5 lane miles of roadway in four areas of the City (Attachment A). Phase 1 of the Annual Street Preservation Program was the Slurry Seal Project; that Project was accepted by Council at their February 2, 2010 meeting.

For 2009, the Street Preservation Program had an overall budget of \$2.0 million (Attachment B). At their regular meeting of June 16, 2009, Council awarded the 2009 Overlay Project to Lakeside Industries, Inc., in the amount of \$1,395,718.50; construction began on July 13, 2009 and was substantially complete in January, 2010. The Project also included the replacement of obsolete in-pavement flashing lights with a new rectangular rapid flashing beacon (RRFB) crosswalk system at the North Kirkland Community Center crosswalk near 103<sup>rd</sup> Ave NE and NE 124<sup>th</sup> Street. However, after several attempts to correct a manufacturing defect with the newly installed RRFB, staff and the contractor agreed to remove the system and delete it from the Project. As a result, the overall Project was not physically completed until September 28, 2010. A different brand of RRFB system is now being planned for this crosswalk location along with two other crosswalk locations being improved with the 2009 Crosswalk Improvement Project.

The total payments made to the Contractor for the 2009 Overlay Project were \$1,312,894.80. The reduced contract amount was due to the deletion of the RRFB crosswalk system and minor reductions in bid item quantities. For the 2009 Project, the average cost of asphalt increased slightly to \$76.05 per ton from \$75.74 per ton that was paid in 2008 (Attachment C).

In addition to the Slurry Seal Project and the construction contract with Lakeside Industries, approximately \$90,000 of the 2009 Street Preservation Program budget was used to repave 130th Avenue NE and NE 72nd Street, where new sewer mains had been installed as part of the 2007 Emergency Sewer Program (Attachment B). These two streets were completed by the City's streets maintenance division utilizing the City's paving machine and a milling machine provided to the City as a manufacturer's demonstrator.

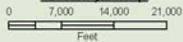
The budget remaining in the 2009 Street Preservation Program is approximately \$103,000. It is staff's recommendation that the balance of 2009 Street Preservation Program funds be split between the 2009 Crosswalk Upgrade Program (\$35,000 for the North Kirkland Community Center crosswalk) and the 2010 Street Preservation Program (Attachment B).

Attachments: (3)

# Street Preservation Program - 2009 Street Overlay Project



Vicinity Map



### Map Legend

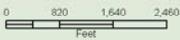
■ 2009 Overlay Streets

#### Neighborhoods

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

### A Project Schedule\*

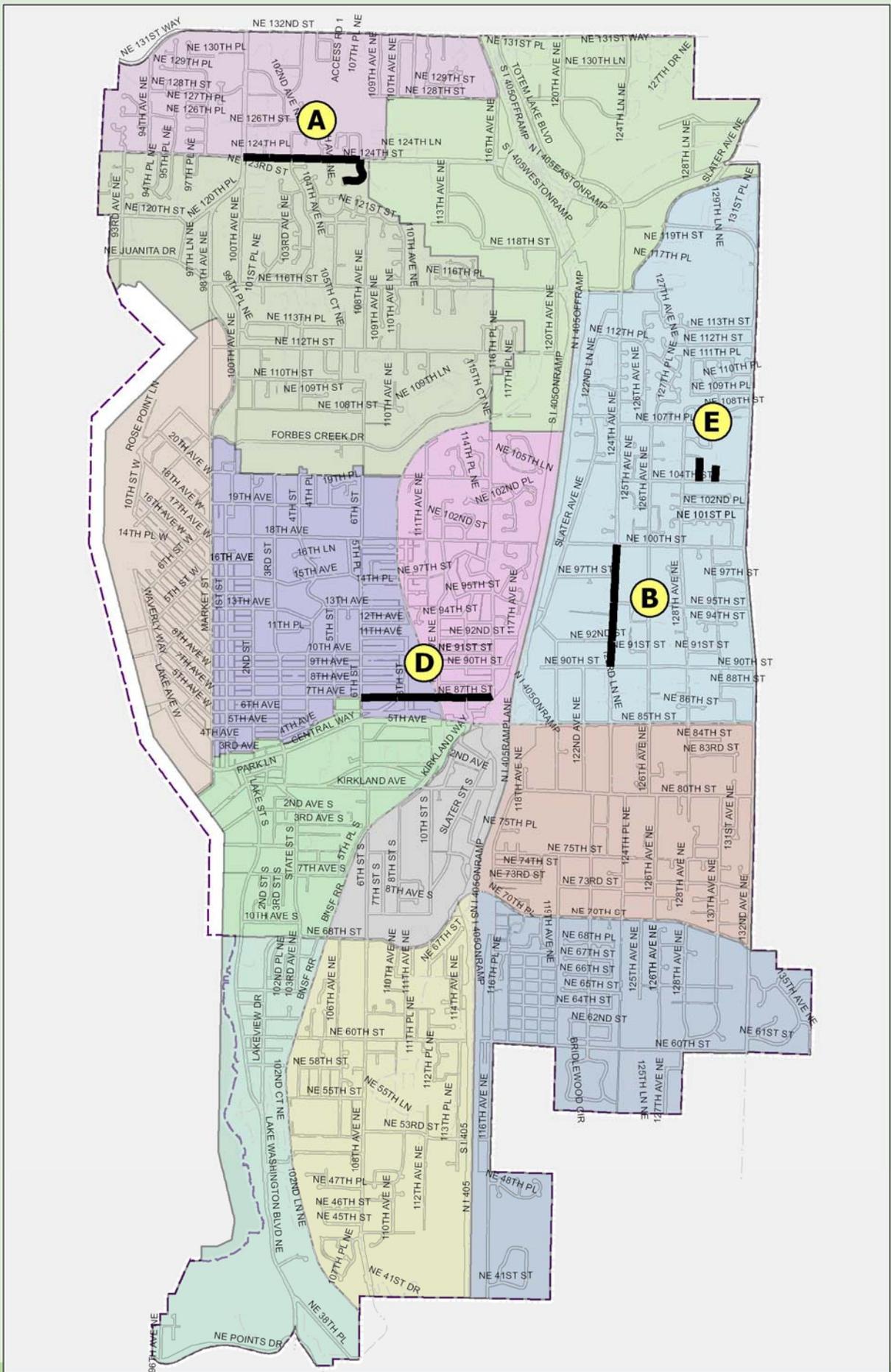
\* Due to the high costs of bids received Schedule C was not awarded.



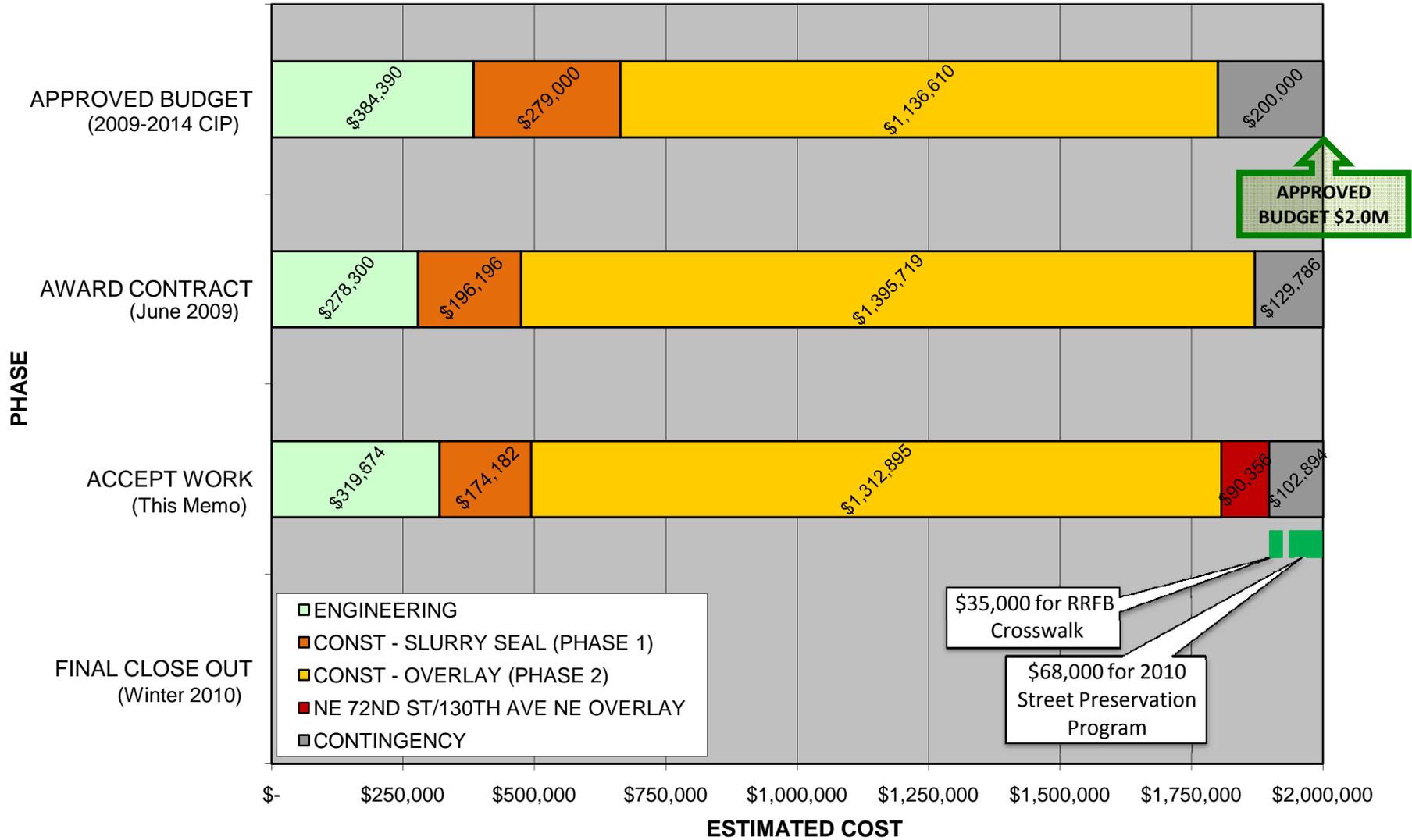
CITY OF KIRKLAND  
DEPARTMENT OF PUBLIC WORKS



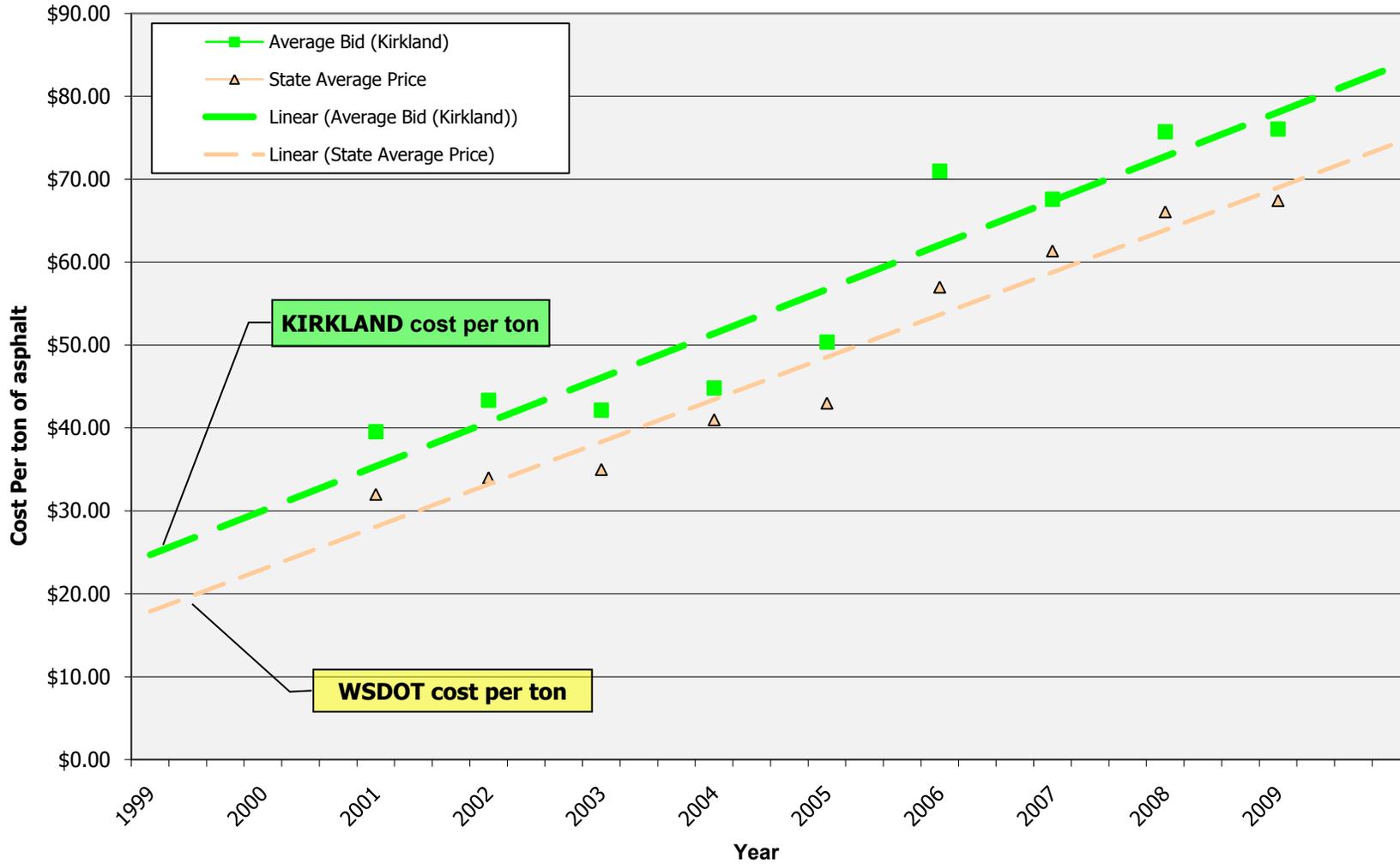
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## 2009 Street Preservation Program CST-0906 PROJECT BUDGET REPORT



### Kirkland Annual Overlay Program Cost Comparison





## CITY OF KIRKLAND

### Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** October 21, 2010

**Subject:** 2010 ANNUAL STRIPING PROGRAM – ACCEPT WORK

### RECOMMENDATION:

It is recommended that City Council accept the 2010 Striping Program, as constructed by Stripe Rite, Inc. of Auburn, Washington, and establish the statutory lien period.

### BACKGROUND DISCUSSION:

The Striping Program has an annual budget of \$250,000 for maintaining pavement markings that define safe travel paths for motorists, bicyclists, and pedestrians. The Project includes the restriping of vehicle lane lines, bike lanes, and public parking stalls, as well as replacing worn crosswalk markings, stop lines, turn arrows, railroad crossing and other on-pavement symbols.

Beginning this year, shared lane markings (commonly known as "sharrows") were installed within the travel lanes along Lake Street, between 2<sup>nd</sup> Ave S and Central Way, and on Central Way, between Market Street and Lake Street. The purpose of sharrows is to indicate to motorists and cyclists that an area of roadway is to be shared by both uses. Their implementation for 2010 is consistent with bicycle system improvement projects S3 and S9, identified in Table 17 of the City's Active Transportation Plan.

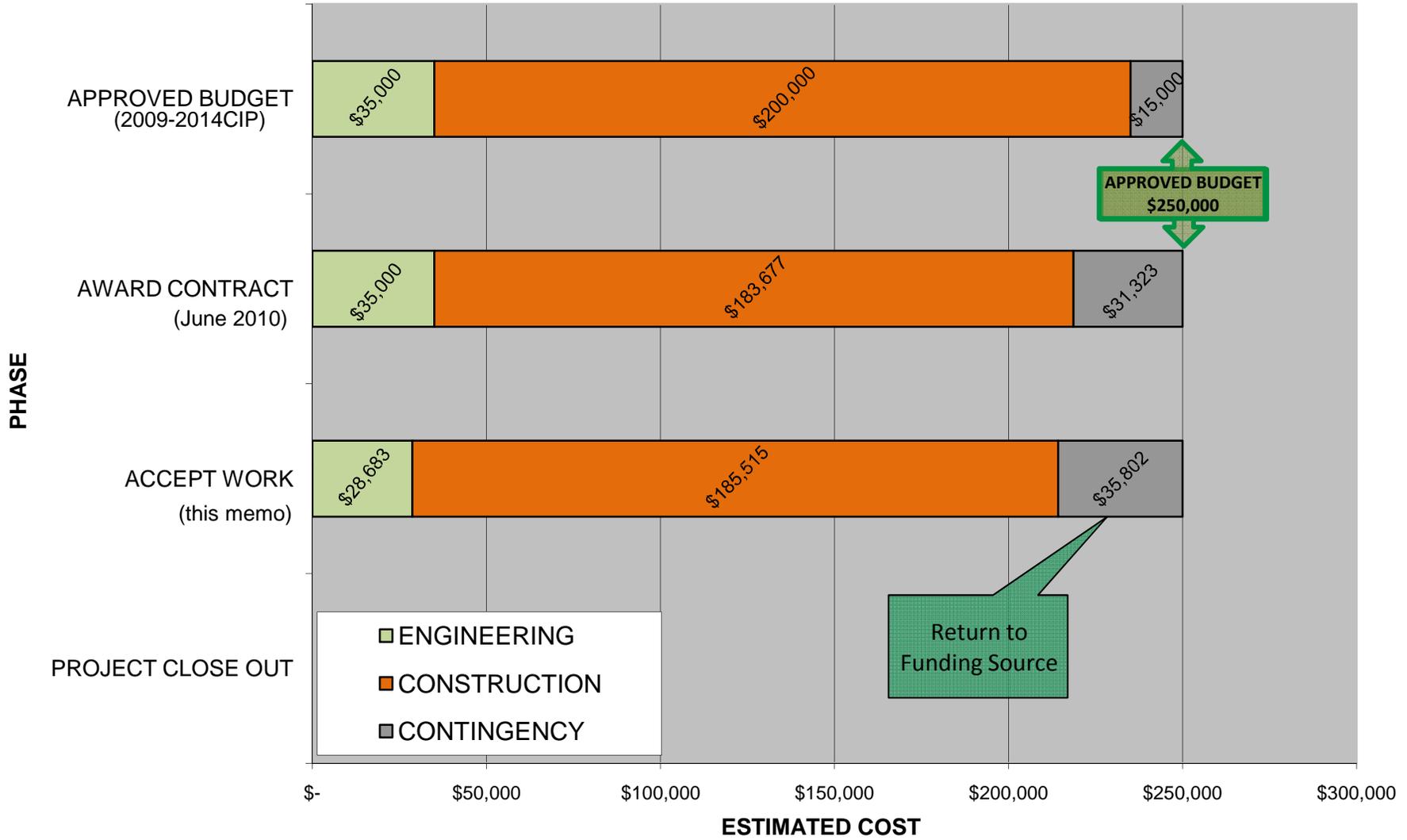


"sharrow" on pavement

At their regular meeting of June 15, 2010, Council awarded the contract for the 2010 Program to Stripe Rite Inc., in the amount of \$183,677.45. The construction was completed in September with a total of \$185,515.10 being paid to the contractor; the increase costs are due to additional striping requests made by staff during construction using established bid prices. The total Project costs, including design and all construction administration services, came to \$214,197.97 (see Attachment A) leaving approximately \$36,000 to be returned to the street improvement reserve fund.

Attachment: Project Budget Report

## 2010 Annual Striping Program -- CST 1080 PROJECT BUDGET REPORT



**CITY OF KIRKLAND**

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Oskar Rey, Assistant City Attorney

**Date:** October 22, 2010

**Subject:** My Home Wholesale Lease

**RECOMMENDATION:**

City staff recommends that the Council authorize the City Manager to execute a Lease Agreement with My Home Wholesale, Inc. with respect to the former Costco Home Store property (11831 – 120<sup>th</sup> Avenue NE, referred to in this Memo as the "Property") that the City recently acquired.

**BACKGROUND:**

The City acquired the Property from Dayhu Investments Ltd. ("Dayhu") on September 1, 2010. At that time, Dayhu leased the Property to Costco Wholesale Corporation ("Costco"), who in turn subleased the Property to MHW. Upon acquisition of the Property by the City, Costco and the City agreed to terminate the Costco lease so that the City could lease the Property directly to MHW. The attached Lease Agreement memorializes the landlord/tenant relationship between the City and MHW.

The attached Lease Agreement provides that MHW is renting the Property from the City on a month to month basis. A longer term lease is not a good option for the City since it intends to utilize the Property as a public safety facility in the future.

Under the Lease Agreement, MHW shall pay \$25,000 per month in rent to the City. In addition, MHW is paying all utilities and is responsible for maintaining the Property. The continued occupancy of the Property is a benefit to the City since otherwise the City would be responsible for protecting and maintaining an empty structure. The amount of rent charged under the Lease Agreement is a reflection of the relatively short term nature of the Lease as a result of the City's future plans for use of the Property.

RESOLUTION R-4842

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH MY HOME WHOLESALE, INC. FOR PROPERTY COMMONLY KNOWN AS 11831 – 120<sup>TH</sup> NE, KIRKLAND, WASHINGTON.

WHEREAS, the City recently purchased the property commonly known as 11831 – 120<sup>th</sup> NE, Kirkland, Washington ("Property"); and

WHEREAS, My Home Wholesale, Inc. ("MHW") has occupied the Property since July 2009 and currently operates a furniture and home accessory store on the Property; and

WHEREAS, The City would like MHW to continue to be in possession of the Property as a tenant of the City under the terms and conditions of the attached Lease Agreement.

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland a Lease Agreement with My Home Wholesale, Inc. substantially similar to that attached to this Resolution as Exhibit "A."

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

Attest:

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

## LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective September 1, 2010, by and between City of Kirkland ("City") and My Home Wholesale, Inc., a Washington corporation ("MHW"). The City and MHW are referred to in this Lease collectively as the "Parties."

### RECITALS

A. On September 1, 2010, the City purchased the property commonly known as 11831 – 120<sup>th</sup> Avenue NE, Kirkland, WA 98034 (the "Property") from Dayhu Investments Ltd., a Canadian Corporation ("Dayhu").

B. Prior to the City's acquisition of the Property, Dayhu leased the Property to Costco Wholesale Corporation, a Washington Corporation ("Costco"). The City and Costco terminated that Lease effective September 1, 2010, pursuant to a Lease Cancellation and Termination Agreement between the City and Costco.

C. From July 10, 2009 through August 31, 2010, Costco subleased the Property to MHW pursuant to a Sublease entered into between Costco and MHW.

D. MHW would like to remain in possession of the Property, as a tenant of the City, upon the terms and conditions set forth in this Lease.

NOW, THEREFORE, in consideration of the covenants set forth in this Lease, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Lease of Property.** The City hereby leases to MHW, upon the terms and conditions set forth in this Lease, the Property and the buildings located on the Property, situated in the City of Kirkland, King County, Washington, the legal description of which is attached hereto as **Exhibit A** and incorporated herein.

**2. Use of Property.** The Property shall be used by MHW for operation of a retail and/or wholesale furniture and home accessory store, together with any uses that are necessary or incidental to such use.

**3. Term.** The term of this Lease shall commence on September 1, 2010 and shall continue on a month to month basis until terminated by either party. The City may terminate this Lease on ninety (90) days written notice and MHW may terminate this lease with 60 days notice, both in accordance with the notification provisions of this Lease.

#### **4. Rent and Security Deposit.**

**4.1 Rent.** MHW covenants and agrees to pay to the City rent and maintenance for the Property in the amount of \$25,000 per month. Monthly installments of rent shall be due and payable on the first day of each and every calendar month, in advance. In the event MHW is obligated to pay rent for a period which is less than a calendar month, the amounts set forth

above shall be prorated based upon the ratio which is the number of days in such partial month bears to the total number of days in the month in which such partial month occurs.

**4.2 First Month Rent and Previous Security Deposit.** MHW posted a \$50,000 security deposit pursuant to its Sublease with Costco. Costco has transferred the \$50,000 security deposit to the City of Kirkland. The parties agree that \$25,000 of the security deposit shall be applied to September 2010 rent under this lease. The remaining \$25,000 shall be retained by the City as a security deposit under this Lease.

**4.3 Security Deposit.** As described in Section 4.2 of this Lease, MHW has deposited with the City a security deposit in the amount of \$25,000 (the "Security Deposit") to be held by the City as set forth in this Lease. The Security Deposit shall be held by the City, without liability for interest, as security for the performance by MHW of MHW's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered as a measure of the City's damages in the case of a default by MHW. The City may, in its sole discretion, from time to time without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any default under this Lease or to satisfy any other covenant or obligation of MHW under this Lease. Following any such application of the Security Deposit, MHW shall pay to the City on demand the amount so applied in order to restore the Security Deposit to its original amount. If MHW is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned to MHW within a reasonable period after such termination, after deducting any unpaid obligation of MHW to the City that may arise under this Lease.

## **5. Utilities.**

**5.1 Utility Charges.** MHW shall pay all charges for amounts of water, sewer, electrical, telephone, internet and any other utility services rendered or furnished to the Property during the Lease term.

**5.2 Interruption of Utilities.** The City, in its capacity as landlord, shall not be liable for any loss, injury or damage to persons or property caused by or resulting from any variation, interruption, or failure of any utilities or services due to any cause whatsoever, and no such event shall be deemed an eviction of MHW or relieve MHW from any of its obligations under this Lease.

**5.3 Security Alarm.** MHW shall pay all costs relating to the security alarm, including but not limited to monthly service payments and inspection, repair and maintenance fees.

**6. City Right of Entry.** The City shall have the right to inspect the Property upon 24 hours notice to MHW. The City shall have the right to make monthly inspections of the Property. In addition, nothing in this Section shall limit the City's right at any time during MHW's operating hours to enter any areas of the Property that are open to the public.

**7. Repairs and Maintenance.** The City shall not be required to alter, remodel or improve the Property or any part of it. MHW shall, at its sole cost and expense, keep the Property and every part of it in good condition and repair, ordinary wear and tear excepted. All

damage or injury done to the Property by MHW or by any persons who may be in or upon the Property with the express or implied consent of MHW, including but not limited to the cracking or breaking of any glass, windows or doors, shall be paid for by MHW.

**8. Alterations.** MHW shall not make any alterations, changes or additions to the Property without the prior written approval of the City, which the City may withhold in its sole discretion. Following any material alteration by MHW, MHW agrees to furnish the City with copies of any plans and specifications for any such alterations.

**9. Insurance.**

**9.1** During this Lease, MHW, at its sole cost and expense, and for the mutual benefit of the City and MHW, shall carry and maintain the following types of insurance in the amount specified: (1) comprehensive commercial general liability insurance which includes premises liability coverage (occurrence, not claims-made form) with minimum limits of \$2,000,000 combined single limit; (2) where required by law, workers' compensation coverage for all persons entering onto the Property; (3) employer's liability insurance with minimum limits of \$500,000; (4) automobile liability insurance for all vehicles entering onto the Property including owned, non-owned, and hired vehicles, with minimum limits of \$1,000,000 combined single limit; and (5) personal property insurance in an amount sufficient to cover all personal property on the Property. Such coverage shall be primary insurance over any separate insurance the City may provide for itself. All insurance policies provided under this Section 9 shall ensure that the City is named as an additional insured, and shall be issued by financially responsible insurers, duly authorized to do business in the State of Washington, with at least a B+/VII rating or better, utilizing the A.M. Best company rating system.

**9.2** All policies of insurance shall provide by endorsement, that any loss shall be payable to the City or MHW as their respective interests may appear. MHW shall deliver to the City proof of the insurance required in Section 9.1 of this Lease within 10 days of execution of this Lease. All insurance policies required hereunder shall contain an agreement by the insurance company that the policy or policies will not be canceled, or the coverage changed, without 10 days prior written notice to the City. If MHW fails to do so, the City may procure such insurance and MHW shall, on demand, pay the premiums or reimburse the City for all monies expended by it for that purpose, with interest at the maximum rate of interest permitted under applicable law, which may be added to and be collectible as additional rent under this Lease.

**9.3** MHW agrees not to knowingly violate or permit to be violated any of the conditions or provisions of the insurance policies required to be furnished hereunder, and agrees to promptly notify the City of a fire or other casualty. MHW agrees not to knowingly increase the hazards on the Property by any of its own acts. MHW agrees to comply promptly with the requirements of any companies issuing such insurance policies in order to keep the insurance in full force and effect. In the event that any policies shall be canceled for non-compliance with the conditions or provisions of said policies, or requirements of the insurance companies, or in the event that MHW shall fail to notify the insurance companies of any claims which may arise in accordance with the terms of said insurance, then MHW agrees to indemnify and save harmless the City from any claims or damages whatsoever which would otherwise be covered by insurance, including reasonable attorney fees incurred or expended by the City.

**9.4** The City and MHW each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered by any property insurance required to be carried pursuant to this Lease or any other property insurance actually carried by such party. The City and MHW from time to time will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Property or its contents.

**10. Hazardous Substances.** Except for normal office and cleaning supplies typically found in office environments and used in accordance with label instructions and applicable laws, MHW shall not use, dispose of or otherwise allow the release of any hazardous substance, waste or materials in, on or under the Property or any adjacent property. MHW represents and warrants to the City that, except as set forth in the preceding sentence, MHW's intended use of the Property does not involve the use, production, disposal or bringing on to the Property of any hazardous waste and materials. As used in this Lease, the term "hazardous substance, waste or materials" includes any substance, waste or material defined or designated as hazardous, toxic or dangerous by any federal state or local statute, regulation, rule or ordinance now or hereafter in effect. MHW shall promptly comply with all applicable laws and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction relating to hazardous waste or materials. MHW agrees to indemnify, defend and hold harmless the City against any and all loss, cost and expense (including, without limitation, consultant fees, attorneys' fees and disbursements) which may be incurred by the City in connection with any act or omission by MHW that constitutes a breach of this Section of the Lease.

**11. Assignment and Subletting.**

**11.1** MHW shall keep its interest in this Lease and any property of MHW (other than unattached personal property) and the Property free and clear from any liens arising out of any work performed or material ordered or obligations incurred by or on behalf of MHW and hereby indemnifies and holds the City harmless from any liability for any such lien. MHW shall have no right or authority to cause or allow the Property to be subjected to any such lien.

**11.2** This Lease shall not be assigned or encumbered nor shall all or any portion of the Property be sublet, used or occupied by any other person or entity without the prior written consent of the City, which may be withheld in the City's sole discretion. The Parties acknowledge that MHW will be renting space within the Property to certain vendors, subject to the approval of the City.

**12. Surrender.** Upon the expiration or termination of this Lease, Tenant will at once surrender and deliver up the Property, together with all improvements thereon, to the City in good condition and repair, reasonable wear and tear excepted; conditions existing because of MHW's failure to perform maintenance, repairs or replacements as required of MHW under this Lease shall not be deemed "reasonable wear and tear." Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment and other articles of personal property used in the operation of the Property (as distinguished from MHW's trade fixtures). MHW understands and acknowledges that the City acquired Costco's personal

property on the Property from Costco and MHW agrees that it will not remove any of the Costco personal property from the Property without the written consent of the City. MHW shall surrender to the City all keys to the Property and make known to the City the combination of all combination locks which MHW is permitted to leave on the Property. Any alterations in or upon the Property made by MHW shall be removed from the Property upon such termination or expiration without allowance, compensation or credit to MHW.

**13. Permitted Signs.** MHW may erect signs (subject to compliance with this Lease and all applicable City ordinances), at its sole cost and expense, upon the Property subject to the City's prior written approval. No exposed neon sign, flashing or animated sign, or roof or free standing sign is presently erected, and no such sign will be permitted to be erected on the Property.

**14. City Remedies.**

**14.1 Events of Default.** The term "Event of Default," for which the City shall have the rights specified in this Section, shall mean any of the following:

(a) MHW shall fail to pay any installment of rent, or any other sums or charges which MHW may be required to pay pursuant to this Lease;

(b) (i) if the estate hereby created shall be attached or taken on execution or by other process of law, or (ii) if MHW shall be judicially declared bankrupt or insolvent according to law, or (iii) if any assignment shall be made of the property of MHW for the benefit of creditors, or (iv) if a receiver, guardian, conservator, trustee or other similar officer shall be appointed to take charge of all or any substantial part of MHW's property by a court of competent jurisdiction and not dismissed within ninety (90) days, or (v) if a petition shall be filed by anyone other than MHW respecting the bankruptcy or insolvency of MHW under any provisions of any bankruptcy or insolvency act now or hereafter enacted, and such proceeding is not dismissed within ninety (90) days after it is begun, or (vi) if MHW shall file such a petition;

(c) If MHW shall breach or fail to perform or observe any covenant under this Lease;

(d) If (a) MHW shall breach or fail to perform or observe any other covenant on MHW's part to be performed or observed under this Lease and (b) such failure has continued for thirty (30) days after written notice of such failure from the City to MHW.

**14.2 Remedies.** Upon the occurrence of an Event of Default, the City shall have the following remedies in addition to the City's right to cure defaults as provided below:

(a) Bring Suit for Specific Performance. The City may bring suit for collection of unpaid rent or other amounts for which MHW is in default, or for the performance of any other covenant or agreement contained in this Lease, without the necessity of terminating the Lease or entering into possession of the Property.

(b) Re-Entry Without Termination. The City may reenter the Property, by summary proceedings or otherwise, and take possession thereof, without terminating this Lease, and remove all persons and property from the Property, without becoming liable to prosecution, and lease the whole or any part or parts of the Property from time to time, either in the name of the City or on account of MHW or otherwise, to such person or persons, for such terms ending before, on or after the expiration date, at such rental and upon such other conditions as the City in its sole discretion shall determine. The City will make a good faith and reasonable effort to lease the Property or any part thereof and shall in no event be liable for refusal or failure to lease the Property and any part of it. It is understood that MHW's liability as provided for in this Lease shall survive and continue after such dispossession, reentry or repossession.

(c) Termination of Lease. The City may terminate this Lease upon ten (10) days written notice to MHW. No act by the City, other than giving MHW written notice of termination shall be required to terminate this Lease. Upon termination of this Lease, neither the City nor MHW shall have any further obligation except as provided in this Lease and the right of the City to recover all unpaid rent to the date of termination.

**14.3. Cost to Cure with Interest.** In the event of any breach of this Lease by MHW, the City may elect, following any notice period for MHW to cure under this Lease, as another alternate remedy, to cure such breach for the account and at the expense of MHW. Any sums so expended by the City shall be deemed additional rent under this Lease and shall be reimbursed by MHW upon demand, together with interest at the rate of ten percent (10%) per annum, which interest shall accrue from the date of such expenditure by the City until the date of payment by MHW.

## **15. Indemnity; Hold Harmless.**

**15.1** MHW shall save the City harmless from, and defend and indemnify the City against, any and all injury, loss or damage or claims for injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or negligence of MHW, including without limitation, reasonable attorneys' fees. It is a condition of this save harmless and indemnification, that MHW shall receive reasonably prompt notice of any such claim from the City.

**15.2** The City shall save MHW harmless from, and defend and indemnify MHW against, any and all injury, loss or damage or claims for injury, loss or damage, of whatever nature, to any person or property caused by or resulting from any act, omission or sole negligence of the City, including without limitation, reasonable attorneys' fees. It is a condition of this save harmless and indemnification that the City shall receive reasonably prompt notice of any such claim from MHW.

**16. Waiver.** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights under this Lease.

**17. Notices.** All notices required or permitted to be sent under this Lease shall be delivered by any one of the following methods: (a) United States certified mail, return receipt

requested; (b) Federal Express or similar overnight delivery; or (c) commercial courier with either receipt for delivery signed by the addressee or a sworn declaration that delivery was refused. Notice shall be deemed given on the date of delivery to or refusal thereof by the addressee. Notices shall be sent as follows:

To the City of Kirkland:

City of Kirkland, Attn. Facility Services  
915 Eighth Street  
Kirkland, WA 98033

With a copy to:

Kirkland City Attorney's Office  
123 Fifth Avenue  
Kirkland, WA 98033

To My Home Wholesale:

My Home Wholesale, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party shall have the right to change its designees for the receipt of notices by use of the notice provisions contained in this section.

**18. General Terms.**

**18.1 Choice of Law.** This Lease shall be construed in accordance with the laws of the state of Washington.

**18.2 Accord and Satisfaction.** No payment by either party or receipt by the other party of a lesser amount than the rental and other charges under this Lease shall be deemed to be other than payment on account of the earliest rent and other charges then unpaid and due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to its right to recover the balance of such rent and other charges or pursue any other remedy provided for in this Lease or available at law or in equity.

**18.3 Brokers.** The City and MHW each represents and warrants that it has not dealt with any real estate agent or broker in connection with this Lease, and each shall and hereby agrees to defend, indemnify and hold the other party harmless, including reasonable attorneys' fees, from and against all claims for commissions and/or other compensation made by any broker or agents or other damage for breach of the foregoing representations by the indemnifying party.

**18.4. Independent Operation.** Nothing in this Lease shall cause the City in any way to be construed as a partner, joint-venturer or an associate of MHW in the operation of the Property.

**18.5 No Recordation of Lease.** Neither this Lease, nor any memorandum thereof, shall be recorded.

**18.6 Attorneys' Fees; Waiver of Jury Trial.** In the event of any action or proceeding brought by either party against the other under this Lease, each party shall, and hereby does (to the extent permitted by law) waive trial by jury, and the prevailing party shall be entitled to recover all costs and expenses, including its reasonable attorneys' fees.

**18.7 Jurisdiction and Venue.** Jurisdiction for any dispute concerning this Lease shall be exclusively in King County, Washington.

**18.8 Time of the Essence.** Time is of the essence with respect to the performance of all of the obligations of MHW specified in this Lease.

**18.9 Entire Agreement; Modification.** This Lease is the final and complete expression of the City and MHW relating in any matter to the leasing, use and occupancy of the Property, and other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both the City and MHW.

**18.10 Authority.** Each individual executing this Lease on behalf of MHW represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of MHW, and that this Lease is binding upon MHW in accordance with its terms.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed under seal as of the day and year first above written.

CITY OF KIRKLAND

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Title: \_\_\_\_\_

MY HOME WHOLESALE, INC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING        )

On this \_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **My Home Wholesale, Inc.**, the Washington corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING        )

On this \_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the **City of Kirkland**, the Washington municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

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

**Date:** October 21, 2010

**Subject:** Parking Lot Use Agreement for First Baptist Church of Kirkland

**RECOMMENDATION:**

Council adopt a resolution authorizing the City Manager to enter into a parking lot use agreement between the City and the First Baptist Church of Kirkland for the use of the Church's overflow parking lot.

**BACKGROUND DISCUSSION:**

As the annexation implementation proceeds, additional parking is needed at City Hall for City operations. With limited parking spaces at City Hall and with annexation requiring additional vehicles to support the police force in early 2011, an interim parking solution is needed. At their June 1, 2010 City Council study session, staff recommended using the Baptist Church parking lot located at the southeast corner of 1<sup>st</sup> Street and 7<sup>th</sup> Avenue (Attachment A) for staff parking and to allow new police and staff vehicles in the City Hall parking lot until a new facility is constructed.

The Parking Lot Use Agreement (Exhibit A) will allow for parking to be made available for City Hall employees and members of the public between the hours of 6:30 AM and 8:00 PM, Monday through Friday. Parking will be available provided that the Church may utilize the parking lot for persons attending services or other activities authorized by the Church. In exercising this right, the Church shall place signs indicating that it is temporarily reserved for "Church Parking".

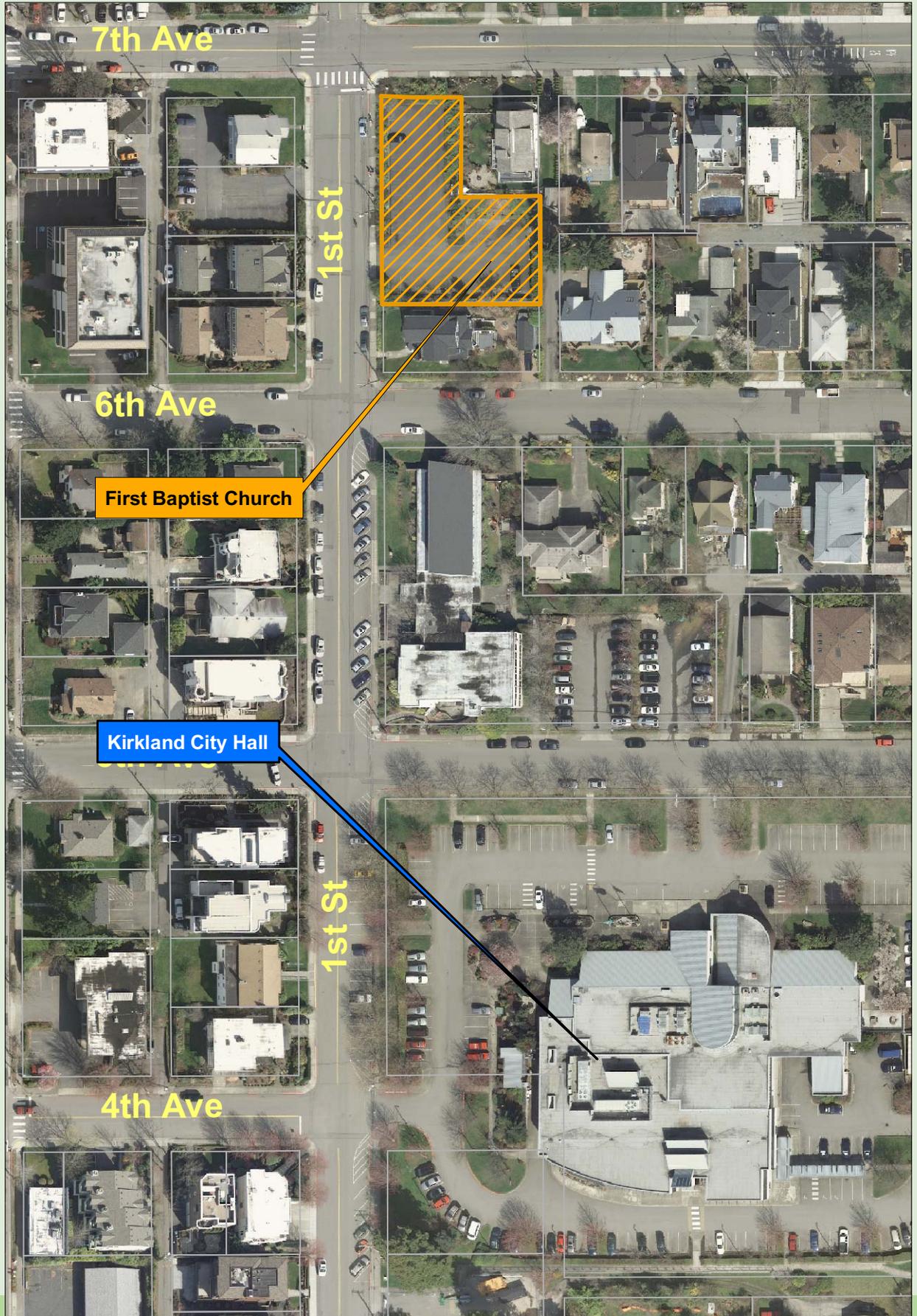
The City shall enhance the parking lot by performing necessary stall striping, curb replacement, and other minor improvements provided that the cost to the City shall not exceed \$10,000. Upon completion of the enhancements, the City shall maintain the surface of the parking lot, and the Church shall maintain the associated parking lot landscaping.

Attachments (3)

# City Hall and First Baptist Church parking lot

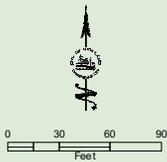


Vicinity Map  
0 5,800 11,600 17,400  
Feet



First Baptist Church

Kirkland City Hall



Produced by the City of Kirkland.  
© 2010, the City of Kirkland, all rights reserved.  
No warranties of any sort, including but not limited to accuracy,  
fitness or merchantability, accompany this product.

-Print Date: 3/31/2010

-Location: \\SRV-GISF01\Vol1\ITWork\CM\TemplateFiles\COK\8x11Portrait.mxd

RESOLUTION R-4843

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARKING LOT USE AGREEMENT WITH FIRST BAPTIST CHURCH OF KIRKLAND, WASHINGTON.

WHEREAS, the City wishes to increase the available parking in the vicinity of Kirkland City Hall in light of the implementation of annexation and the resulting need for increased parking; and

WHEREAS, the First Baptist Church of Kirkland, Washington has available parking and is willing to provide such available parking to the City upon the terms and conditions set forth in the attached Agreement;

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland a Parking Lot Use Agreement with First Baptist Church of Kirkland, Washington substantially similar to that attached to this Resolution as Exhibit "A."

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

Attest:

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

## PARKING LOT USE AGREEMENT

The First Baptist Church of Kirkland, Washington, a Washington non-profit corporation ("Church") and the City of Kirkland, a Washington municipal corporation, hereby enter into this Parking Lot Use Agreement ("Agreement").

**1. Area Subject to Agreement.** This Agreement applies to the Church Parking Lot located at the southeast corner of the intersection of First Street and Seventh Avenue in Kirkland Washington ("Parking Lot").

**2. Scope of Agreement.** The Parking Lot shall be available for parking by City Hall employees and members of the public between the hours of 6:30 AM and 8:00 PM, Monday through Friday while this Agreement is in effect, provided that the Church may utilize the Parking Lot for persons attending services or other activities authorized by the Church. In exercising this right, the Church shall place signs on and about the Parking Lot indicating that it is temporarily reserved for "Church Parking."

**3. Consideration.** Prior to July 31, 2011, the City shall enhance the Parking Lot by performing any necessary striping, curb replacement and other minor improvements; provided that the cost to the City shall not exceed \$10,000. The City's responsibility for making such improvements is contingent on it obtaining zoning approval to allow use of the parking lot by City Hall employees and members of the general public, the application for which the Church will agree to. Upon completion of the enhancements, the City shall maintain the surface of the Parking Lot and the Church shall maintain the associated Parking Lot landscaping.

**4. City Indemnification.** The City shall indemnify, defend and save harmless Church from any claim made against the Church, its officers or employees arising out of the use of the Parking Lot by City employees or members of the public who use the Parking Lot to transact business at City Hall, except to the extent such claim is caused by the negligence of the Church, its officers or employees, or persons using the Parking Lot to attend Church functions or events.

**5. Church Indemnification.** The Church shall indemnify, defend and save harmless the City from any claim made against the City, its officials or employees arising out of the use of the Parking Lot by the Church, its employees or persons using the Parking Lot to attend Church functions or events, except to the extent such claim is caused by the negligence of the City, its officials or employees, or persons using the Parking Lot to transact business at City Hall.

**6. Term.** This Agreement shall be in effect on the date this Agreement is fully executed until December 31, 2020, unless this Agreement is terminated sooner by mutual agreement of the parties.

**7. Previous Agreement is Superseded.** This Agreement replaces and supersedes that certain Parking Lot Lease dated September 24, 1993 between the City and the Church.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

FIRST BAPTIST CHURCH OF  
KIRKLAND, WASHINGTON

CITY OF KIRKLAND

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of First Baptist Church of Kirkland, Washington, that executed this Agreement, and acknowledged it to be the free and voluntary act and deed of said First Baptist Church of Kirkland, Washington, for the uses therein mentioned, and on oath stated that s/he was authorized and did execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF KING         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before the undersigned, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the City of Kirkland, and acknowledged it to be the free and voluntary act and deed of the City of Kirkland, for the uses therein mentioned, and on oath stated that s/he was authorized and did execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_  
Print Name \_\_\_\_\_



**CITY OF KIRKLAND**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3000  
www.ci.kirkland.wa.us

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** October 21, 2010

**Subject:** SEWER COMPREHENSIVE PLAN UPDATE – ADOPT RESOLUTION

### RECOMMENDATION:

It is recommended that City Council adopt a Resolution approving the City's Sewer Comprehensive Plan Update.

### BACKGROUND AND DISCUSSION:

At their regular meeting of October 19, 2010, Council held a public hearing on the City's Sewer Comprehensive Plan Update. There was one speaker who addressed Council during the hearing with a question regarding the Emergency Sewer Program – the question was whether or not the ESP, at some point in the future, could serve Redmond residents immediately east of the Kirkland City limits on 132<sup>nd</sup> Ave NE. Staff provided that speaker with pertinent contact information for future discussion; no changes to the Sewer Comprehensive Plan are warranted at this time. The Public Hearing was the final element in the approval process for the Sewer Comprehensive Plan Update, culminating with the passing of the attached Resolution.

Attachment: Resolution

RESOLUTION R-4844

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE KIRKLAND SEWER COMPREHENSIVE PLAN UPDATE.

WHEREAS, the Kirkland Department of Public Works has prepared and recommended the "Sewer Comprehensive Plan Update", dated August 2010, for the City sewer service area; and

WHEREAS, the Sewer Comprehensive Plan Update was presented to the City Council in detail by City staff for the project; and

WHEREAS, the Sewer Comprehensive Plan Update is on file with the Kirkland Public Works Department and has been submitted to all neighboring agencies and cities for their review and comment for consistency with their respective plans;

Whereas, the Council has determined the Sewer Comprehensive Plan Update should be adopted,

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

Section 1. The Sewer Comprehensive Plan Update dated August 2010 is hereby approved as the comprehensive sewer plan for the Kirkland area.

Section 2. The Sewer Comprehensive Plan Update shall be formally adopted by appropriate amendment and incorporation in Chapter 15.44 of the Kirkland Municipal Code.

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

Attest:

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



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

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Kathi Anderson, City Clerk  
Tracey Dunlap, Director, Finance and Administration  
**Date:** October 21, 2010  
**Subject:** Park Board Member Resignation

### RECOMMENDATION:

Council acknowledge receipt of the resignation from Park Board member Adam White.

### BACKGROUND DISCUSSION:

Mr. White was appointed to the Park Board for a four year term which will expire March 31, 2014. The Kirkland Municipal Code and Council's current rules of procedure include an eligibility requirement of City residency. Mr. White has moved out of the Kirkland city limits, into the annexation area, which will become a part of the City in June 2011. The City Clerk's Office has begun a recruitment to fill the remainder of his unexpired term ending March 31, 2014.

**From:** Adam White [mailto:white.adam.n@gmail.com]  
**Posted At:** Wednesday, October 13, 2010 4:25 PM  
**Posted To:** Kirkland Council  
**Conversation:** No longer eligible to be a Park Board Member  
**Subject:** No longer eligible to be a Park Board Member

City Council, Park Board Members, and Park Staff:

Unfortunately, due to my recent move into the Finn Hill annexation area, I am no longer eligible to serve on the City of Kirkland Park Board. I was under the incorrect understanding that residents in the annexation area were able to serve on boards and commissions. While residents of the annexation area are on certain boards and commissions, there are a limited number of seats for these residents. This is an unfortunate and saddening circumstance.

I spoke to Cheryl Harmon in the Parks Department and she gave me the news today. I will still be able to participate as a member of the Park Board for the meeting tonight, however, will not be able to vote on any measures or participate as a member in future meetings.

I have thoroughly enjoyed being a member of the Park Board, it has been exciting, fun, and educational. I will continue to be an active community member, especially in our parks, and you will see my face in the audience in future Park Board meetings. I look forward to applying to the Park Board in March as a "new" resident of Kirkland.

Thank you,

Adam White

**DRAFT**

November 1, 2010

Mr. Adam White  
14310 75<sup>th</sup> Avenue NE  
Bothell, WA 98011

Dear Mr. White:

We have regretfully received your letter notifying the Council of your recent change in residence which renders you ineligible to remain on the Park Board.

During your nearly two and a half years of service on the Park Board, a number of important projects were successfully completed, including construction of Rose Hill Meadows neighborhood park and replacement of the grandstands at Everest Park. Improvements at Juanita Beach are now well under way. In addition, a development plan for Forbes Lake Park was finalized and an updated Comprehensive Park, Recreation, and Open Space plan was adopted during your tenure. We also would like to acknowledge your contributions to initiatives such as the Active Living Task Force, your frequent participation on behalf of the Board at various neighborhood meetings, and your stellar attendance record at the Board's monthly meetings.

The City Council appreciates your contribution to the Park Board and we thank you for volunteering your time and talent to serve your community. We encourage you to reapply when another position becomes available following the effective date of annexation.

Best wishes in your future and current endeavors.

Sincerely,

KIRKLAND CITY COUNCIL

By: Joan McBride, Mayor



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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Kathi Anderson, City Clerk  
Tracey Dunlap, Director, Finance and Administration  
Robin Jenkinson, City Attorney

**Date:** October 21, 2010

**Subject:** Council Procedures – Board and Commission Appointment Process

**RECOMMENDATION**

Council adopt the attached resolution amending the procedure for Boards and Commissions appointments.

**BACKGROUND DISCUSSION**

At the October 5, 2010 City Council meeting Council discussed the procedures for Boards and Commissions appointments and amended the procedures for applicant screening process, maximum term length, and criteria for member removal. Council directed staff to prepare a resolution making appropriate edits to the Council Rules of Procedure, which have been incorporated. The issue of how Council will narrow the field of candidates for interviews if more than five applications are received per vacancy remains open.

RESOLUTION R-4845

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND REVISING SECTION 5.1 OF THE KIRKLAND CITY COUNCIL POLICIES AND PROCEDURES MANUAL, "BOARDS AND COMMISSIONS APPOINTMENT AND REAPPOINTMENT POLICY."

WHEREAS, the City Council desires to revise and clarify the boards and commissions appointment and reappointment process;

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

Section 1. The Appointment and Reappointment Policy attached as Exhibit A is adopted for inclusion in the Kirkland City Council Policies and Procedure Manual.

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

Attest:

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

## 5.1 APPOINTMENT AND REAPPOINTMENT POLICY

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

### **Applicability/Definition**

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

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

### **Eligibility**

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

### **Non-Discrimination**

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

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

### **Concurrent Offices**

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

### **Terms**

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

### **Term Limitations**

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

**Attendance**

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

**Appointment/Reappointment**

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

**Application Process**

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

**Criteria for Reappointment**

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

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

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

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

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

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

### **Appointment Process**

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

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

### **Criteria for Removal**

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



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**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Tracey Dunlap, Director of Finance and Administration  
**Date:** October 8, 2010  
**Subject:** Remittance of Duck Dash Raffle Tax Receipts to Selected Agency

**RECOMMENDATION:**

Approve the remittance of the Duck Dash raffle tax receipts to an agency or agencies on the list of Community Human Services Agencies recommended to the City Council by the Human Services Advisory Committee.

**BACKGROUND DISCUSSION:**

The Kirkland Rotary has a Duck Dash each year on the Fourth of July. This fundraising event provides funds to support the Kirkland Rotary. The event currently raises about \$35,000 after deduction for prizes.

All organizations that have raffles in Kirkland are required to collect and remit a raffle tax to the City. Gross revenues less cash paid as/for prizes are used to determine the taxable amount. When a raffle is conducted by a charitable or nonprofit organization, no tax is imposed on the first ten thousand dollars (per calendar year) of gross receipts. The raffle tax due is based on the taxable amount times a rate of five percent.

At the June 1, 1999 City Council meeting, the Council requested that staff and the Human Services Advisory Committee review options and make recommendations for a process to distribute raffle tax revenues to human service agencies. Since that time, the City has honored this request by distributing raffle tax collected to local nonprofit or charitable organizations as requested by the event organizer.

City staff is proposing that the 2010 Kirkland Rotary Duck Dash raffle tax be paid to the Kirkland Boys and Girls Club in the amount of \$1,245.25.



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**MEMORANDUM**

**To:** Kurt Triplett  
**From:** Tracey Dunlap, Director of Finance and Administration  
**Date:** October 15, 2010 (revised October 27, 2010)  
**Subject:** Cabaret Dance License

**RECOMMENDATION:**

City Council authorizes the issuance of a Cabaret Dance License to Olive You.

**BACKGROUND DISCUSSION:**

The request and recommended action being presented to the City Council is consistent with the Municipal Code and City Council practice.

**BACKGROUND DISCUSSION:**

The Olive You located at 89 Kirkland Avenue, has made application for a Cabaret Dance License. Staff has completed its review/investigation and the above referenced establishment has met the requirements of the Municipal Code. Staff recommends the issuance of a Cabaret Dance License be granted.

The restrictions contained within KMC 7.20.030 are the standards by which the police department representatives reviewing applications are legally allowed to approve or deny the issuance of a license. The City's application form was last updated in 2006 and was updated to include a perjury statement and waiver to allow a more stringent background check. These checks are completed prior to approval by the police department representative assigned to complete the investigation. The application form was also updated to include wording allowing approval by the designee of the Chief of Police, as has been past practice.



# CITY OF KIRKLAND

123 FIFTH AVENUE KIRKLAND, WASHINGTON 98033-6189 425.587.3140

## LICENSE APPLICATION FOR CABARET, CELEBRATION, PUBLIC DANCE

This application may be used for the procurement of any of the following: a **Public Dance License** whereby a public dance shall include any dance to which the general public is admitted for which an attendance charge or donation is imposed as a condition of attendance; a **Celebration License** for a one-time event, a **Cabaret License** permitting music only, or permitting both music and dancing, in a place of business in which food or liquor is sold and consumed on the premises.

This license may be issued to the manager of the place of business or in the name of a corporation or partnership. Full information must be supplied with references to all of the partners, officers and directors of the corporation, as required by City ordinances. Upon report by the Chief of Police, this application will be referred to the City Council for final determination.

**PLEASE PRINT OR TYPE**

**I. CHECK ONE**

- Application for Public Dance License \$ 100.00 yearly
- Application for Public Dance Permit \$ 25.00 per dance
- Application for Cabaret Music License \$ 100.00 yearly
- Application for Cabaret Dance License \$ 250.00 yearly
- Application for Celebration License \$ 25.00 one day - one-time

Date of Event Only 10/30/2010

(\* Application must be submitted 48 hours prior to dance.)  
(\*\* \$ 15.00 deposit for investigative costs required with application.)

2. Name of Applicant: TIMUR L LENO Applicant's Telephone: 206-9631675  
Applicants Address: 89 KIRKLAND AVE KIRKLAND WA 98033
3. Name of Business: OLIVE YOU KIRKLAND Business Telephone: 425-2501555
4. Will any admission fee be charged for the listed activity? If so, how much? NO
5. Name and address where event is to be held (if different from business address): \_\_\_\_\_
6. Name of Manager: JAN ARASLI Manager's Telephone: 425-4205797  
Manager's Address: 89 KIRKLAND AVE KIRKLAND WA 98033
7. Name of person(s) or corporation to whom or which license is to be issued: OLIVE YOU KIRKLAND
8. Qualifications of person signing this application:
  - a. How long have you resided in King County? 10 YEARS
  - b. How long have you resided in the State of Washington? 10 YEARS
  - c. Previous address: 20412 14th PL NW SHORELINE WA 98177 Dates at that address: \_\_\_\_\_
9. Have you ever been convicted of committing a felony? NO

**DECLARATION:**

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

10. Signature and official capacity of applicant: [Signature] GENERAL MANAGER
11. Signature of person accepting fee: [Signature] Date: 10/27/2010

**RETURN COMPLETED FORM AND PAYMENT TO:**

City of Kirkland/Licensing  
123 Fifth Avenue  
Kirkland WA 98033  
(425) 587-3140 or Fax (425)587-3110

**FOR OFFICIAL USE ONLY**

**Record of Report of Chief of Police/or his designee**

I hereby recommend OLIVE you / Tenor LENO of license for which application has been made.

Remarks: NONE

Signature of the Chief of Police LT. M. J. Murray # JFS Date: 10-27-10  
FOR CHIEF OLSEN

**Action of the Kirkland City Council (where applicable)**

Application Approved by \_\_\_\_\_ Date: \_\_\_\_\_

Application Approved by \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Disapproval \_\_\_\_\_

License No. \_\_\_\_\_ Date: \_\_\_\_\_

Receipt No. \_\_\_\_\_ Date: \_\_\_\_\_

Fee Amount: \_\_\_\_\_



**CITY OF KIRKLAND**  
**Department of Finance**  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3100  
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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Tracey Dunlap, Director of Finance and Administration  
Sri Krishnan, Financial Planning Manager

**Date:** October 21, 2010

**Subject:** **Public Hearing on Preliminary 2011-2012 Budget**

RECOMMENDATION:

City Council hold a public hearing on the Preliminary 2011-2012 Budget.

POLICY IMPLICATIONS:

1. A preliminary public hearing on anticipated revenue sources was held on September 21, 2010.
2. The Preliminary 2011-2012 Budget was available to the public on October 21, 2010.
3. RCW 35A.33 requires that a public hearing on the upcoming budget period be held on or before the first Monday in December.

BACKGROUND DISCUSSION:

The purpose of this public hearing is to solicit public comment on the Preliminary 2011-2012 Budget as submitted by the City Manager. The budget document is available at:  
[www.ci.kirkland.wa.us/depart/Finance\\_and\\_Administration/Budget/Budget\\_Documents.htm](http://www.ci.kirkland.wa.us/depart/Finance_and_Administration/Budget/Budget_Documents.htm).

Study sessions are scheduled for October 28<sup>th</sup>, November 1<sup>st</sup>, and November 8<sup>th</sup>. Another public hearing will be held on November 16, 2010. The budget is expected to be adopted at the December 7, 2010 City Council meeting.

At the beginning of the public hearing, staff will provide a summary of Council's discussion to date on the Preliminary 2011-2012 Budget.



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

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## MEMORANDUM

**To:** City Council  
**From:** Bob Kamuda, Chair, Park Board  
**Date:** October 20, 2010  
**Subject:** Off-Leash Area Proposal

## RECOMMENDATION:

The Park Board recommends that the City Council authorize the Parks and Community Services Department to enter into an agreement with Kirkland Dog Off-leash Group (KDOG) for the development and operation of a designated, fenced Off-Leash Area (OLA) on vacant City-owned park land south of the Heronfield Wetlands.

## BACKGROUND:

In April of this year the City Council directed the Park Board and staff to investigate a proposal to create a designated Off-Leash Area (OLA), or "dog park", on undeveloped park land south of the Heronfield Wetlands (the former Schott family property). This 7.5 acre site was purchased by the City in 2005.

Over recent months the Board and staff have worked with the local organization KDOG to study the site and its suitability as an OLA. **KDOG has agreed to fund all direct costs associated with both the development and on-going stewardship of the facility** should the site be deemed suitable and its use as an OLA be approved.

Some of the major questions we asked and a summary of our conclusions include:

### ❖ Is the site suitable as an OLA?

In short, we believe the answer is yes. From the standpoint of physical characteristics, size, and location **this unused park site is quite sufficient to serve as a designated, fenced off leash area.**

Physical characteristics. One of our early tasks was to complete a wetland delineation study for the site, since the adjacent Heronfield Wetlands extend from the north onto the property. The wetland study, funded in total by KDOG, identified the edge of the Type I wetland and its associated 100-foot protective buffer. The remainder of the site is comprised of a relatively flat former pasture encumbered with invasive Himalayan blackberry shrubs and a sloping wooded area which provides shade and visual interest. **All significant trees on the site can be retained** unless assessed as a safety hazard. Fencing and signage will need to be installed to **protect the existing wetland.**

Size. While the wetland and buffer encompass a large portion of the property, **as much as 2.5 acres of upland remains available for use as an OLA.** Not as big perhaps as some dog parks in the area, but according to KDOG very adequate for a successful off leash area.

Location. Part of the initial appeal of the site to us was its location – relatively isolated from adjoining properties yet not too difficult to find. The property is surrounded by a mixture of land uses, including office, single family residential, and multi-family residential. Residential properties are considerably buffered by a combination of distance, topography, and vegetation.

Traffic and Parking. It is somewhat of a challenge to quantify the expected daily use of an OLA at the proposed location, since OLA's in the region seem to each have unique dynamics and we have no history in Kirkland on which to judge. Based on a similar facility in Mountlake Terrace, KDOG is estimating that use of the OLA will stabilize at an **average total daily use of approximately 40 dogs (weekdays) and 85 dogs (weekends)**. Peak times are typically midday and early evening, with up to 10 vehicle parking spaces required.

As a Board, one of the critical factors we have evaluated with this proposed site has been the need for parking. Based on anticipated usage of the OLA we believe **there is adequate on-street parking** on both N.E. 120<sup>th</sup> Street and 113<sup>th</sup> Avenue N.E. This will require users to walk about 80 to 100 yards to enter the fenced OLA - not uncommon for many of our outdoor recreation facilities and parks. (It should be noted that an important purpose and benefit of an off-leash area is for exercise, after all). Pedestrian access would be achieved via an existing dedicated public pedestrian trail on the eastern edge of the Kirkland 405 Corporate Center bordering the park site.

At this point, managers of the adjacent office building have been unable to commit to any shared/leased parking arrangement (Verizon Communications manages an important switching facility in the adjacent building and has some significant operational and security requirements). Should the OLA be approved by Council, it will be important for KDOG to work closely with Verizon officials in order to be respectful, good neighbors. At a minimum, signage directing users to not park on private property should be installed, as well as provisions for dealing with problems should they arise in the future.

Please see the attached presentation summary detailing site-related issues.

#### ❖ **Is KDOG a viable City partner for the OLA?**

As a Board, we have been impressed with KDOG's dedication, energy, and organizational skills. This diverse group of local dog owners has committed to ensuring that the proposed OLA be successful. Success could be measured threefold: (a) that the OLA is well-used and generally meets the needs of dogs and their owners; (b) that the OLA is a "good neighbor" and is welcomed into the community; and (c) that KDOG is able to maintain its obligation as on-going managers of the facility. To reiterate, KDOG has agreed to fund all costs associated with both the construction of the OLA as well as its ongoing operations. Under this recommendation, **no City funds would be used to create and operate the proposed off-leash area.**

Construction-related costs would include those involving site-clearing, invasive plant removal, installation of fencing (both for wetland protection and for containing/defining the OLA); play surface materials such as woodchips, sand, etc.; signage; woodland trail development; and site amenities such as benches, tables, and an information kiosk. Preliminarily KDOG is estimating a total cost of \$25,000 - \$30,000 to create the OLA, which would be secured through a combination of donated funds, labor, equipment, and materials. KDOG has informed us that they have a number of local contractors ready to assist with the project, and they have made a significant head start with their fundraising.

On-going maintenance costs would be those related to replacement of surface material, repair of fencing and site amenities as necessary, removal of waste, liability insurance, etc. Similar OLA's in the region budget up to \$5,000 - \$6,000 per year for operational needs.

Please see the attached presentation summary from KDOG expanding upon their organizational history and their proposal for the OLA. **The Park Board recommends that the City enter into a partnership agreement with KDOG for development and operation of the Kirkland Off-Leash Area.**

❖ **Is the community supportive of an OLA at the proposed site?**

At the Board's meeting on October 13 a public hearing was held in order to receive citizen comment on the OLA proposal. The public hearing was advertised in several ways, including a news release, information placed on the City's webpage, printed flyers placed at public buildings, and email outreach to neighborhood associations. A public notice was mailed to all properties within 300 feet of the proposed site. In addition, staff and Board representatives attended meetings of the Juanita and the Totem Lake neighborhood associations to discuss the proposal and answer questions.

About a dozen citizens spoke at the hearing, with another four dozen in attendance. We also received comments from several citizens via email. **Comments received, both in person and in writing, were almost entirely in support of the proposal.** Concerns we did hear were primarily related to ensuring that the City does not fund the project, as well as parking/security issues that the adjacent Verizon facility would like to see addressed. A summary of the public hearing, as well as copies of emails we received, are attached for your information.

**SUMMARY**

After several years of discussion we believe we have found the right site, at the right time, with the right community partner and the right community support. The Park Board unanimously urges the City Council to approve this proposal. Thank you.

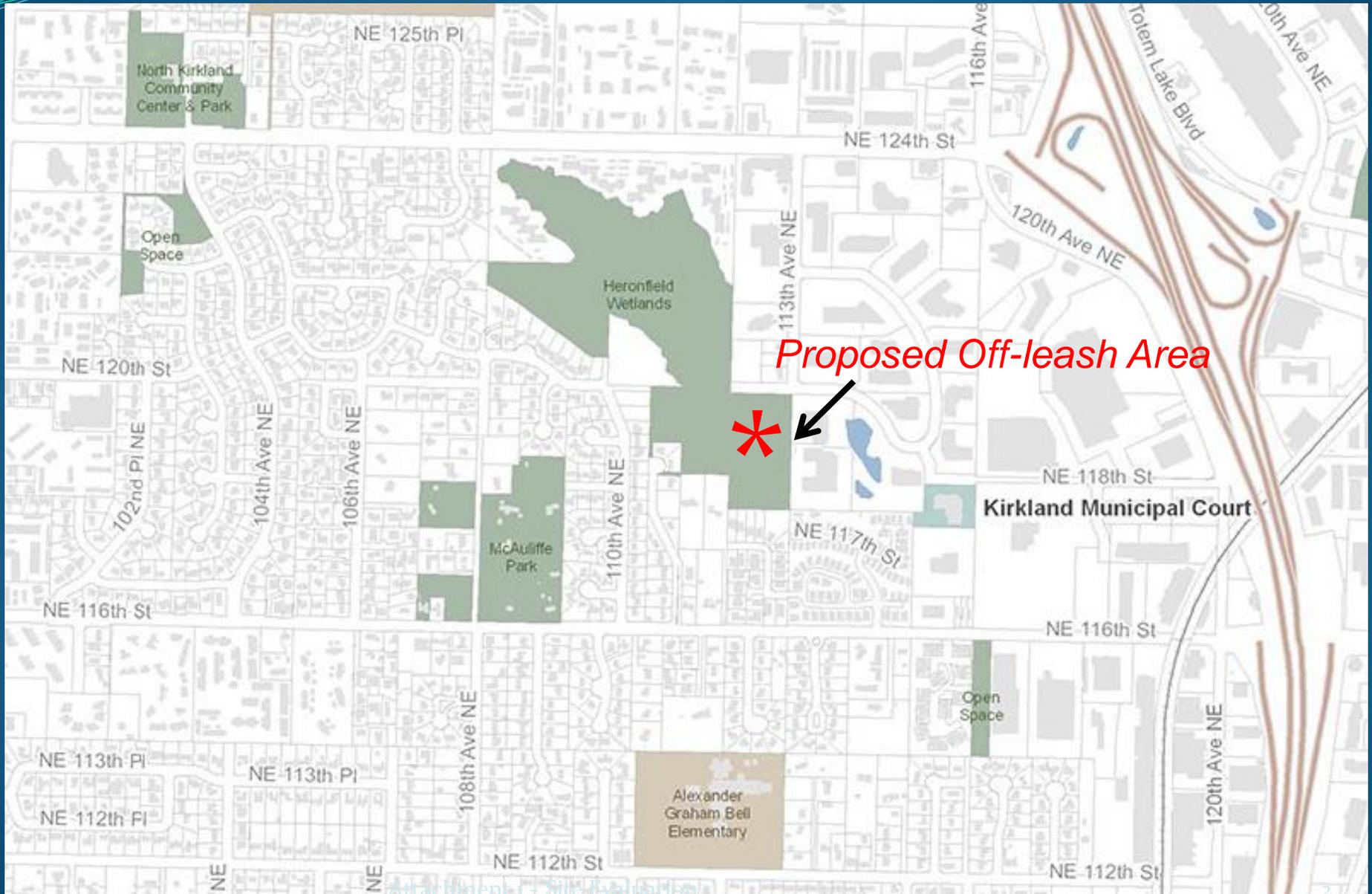
Attachments:

- 1 - Presentation Summary: Site Evaluation
- 2 - Presentation Summary: KDOG Organizational Background and Proposal
- 3 - Public Hearing Summary and Written Comments

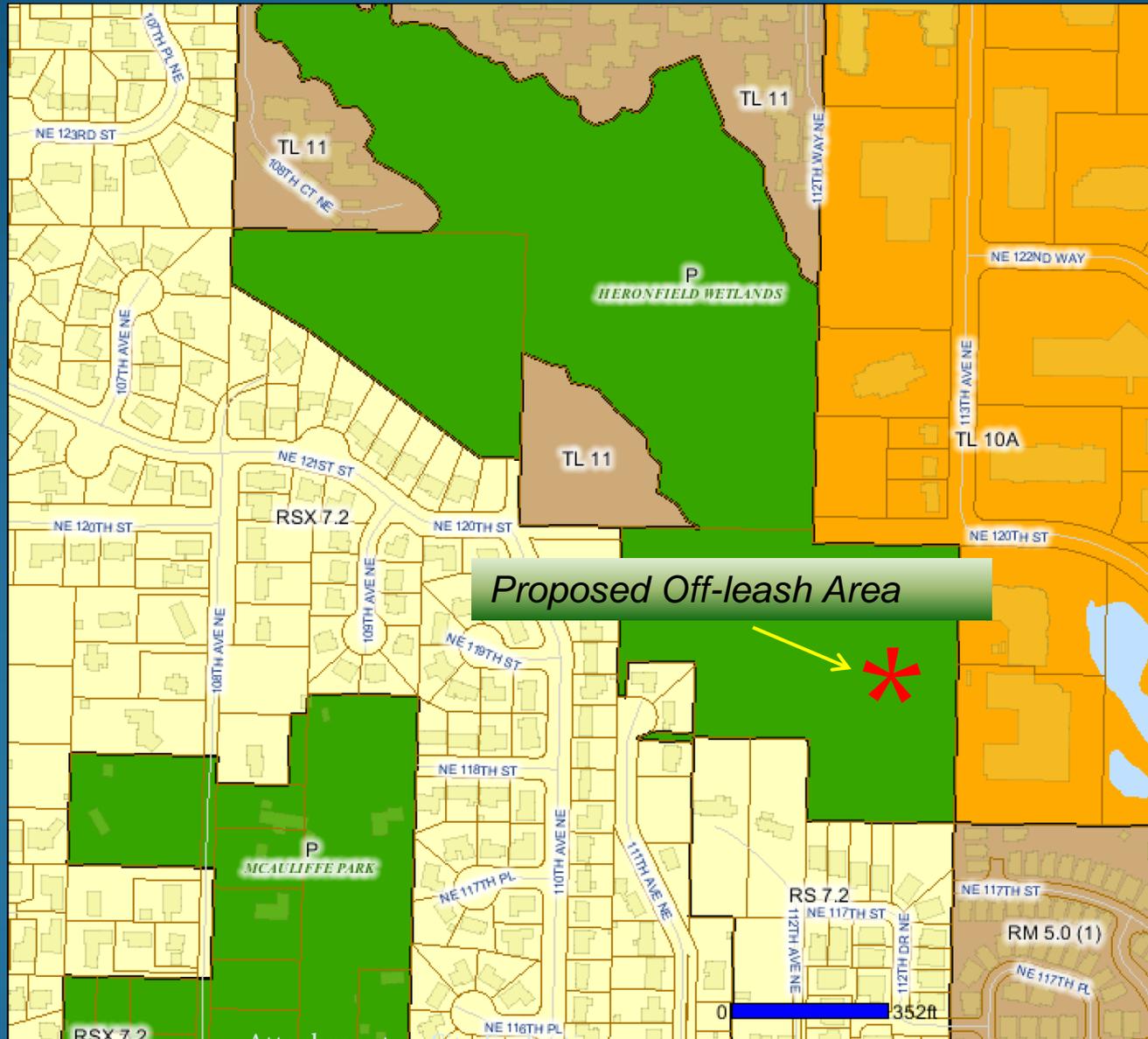
# Site Evaluation Proposed Off-Leash Area

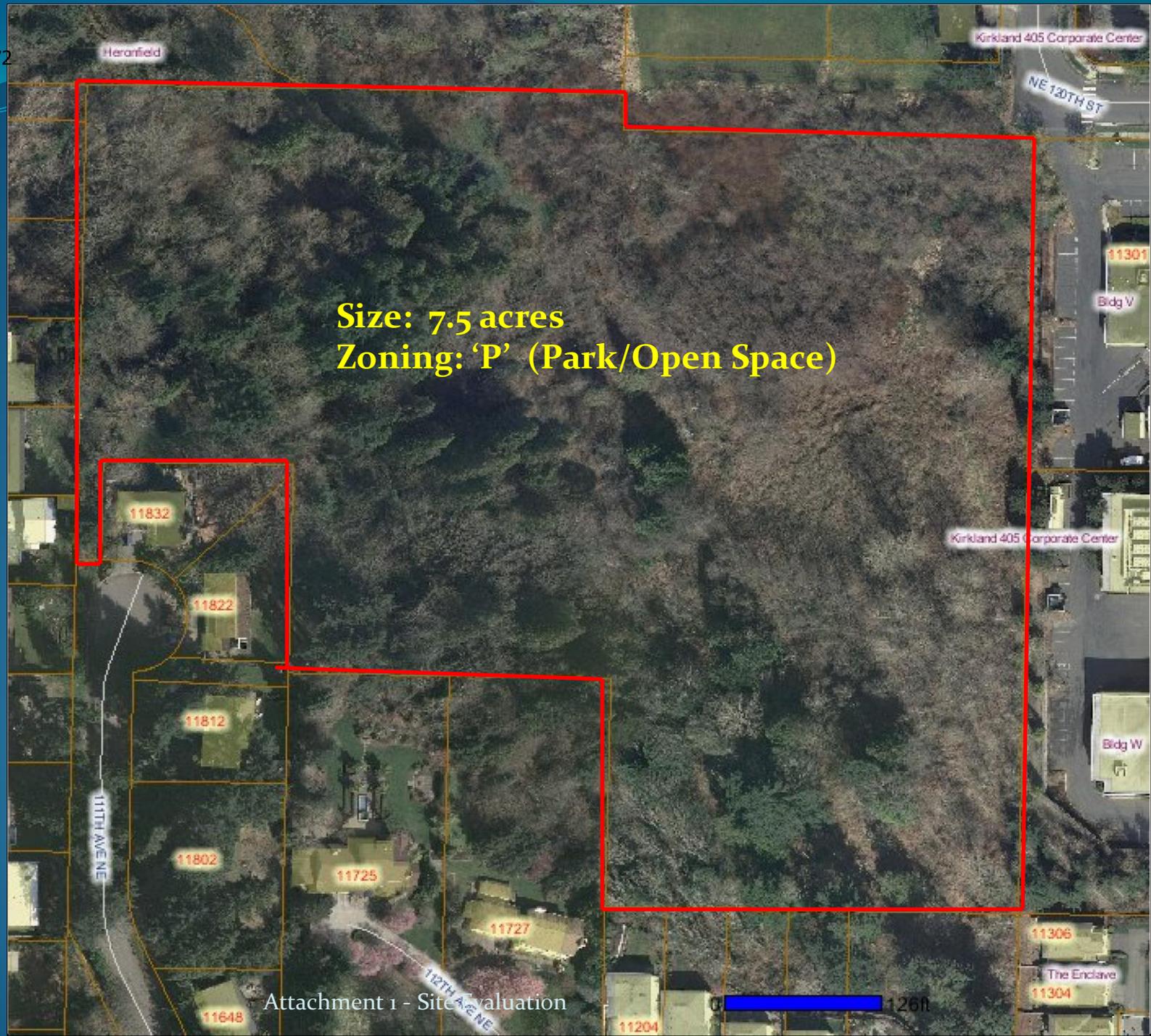
Park Board Recommendation, November 2010

# Vicinity Map



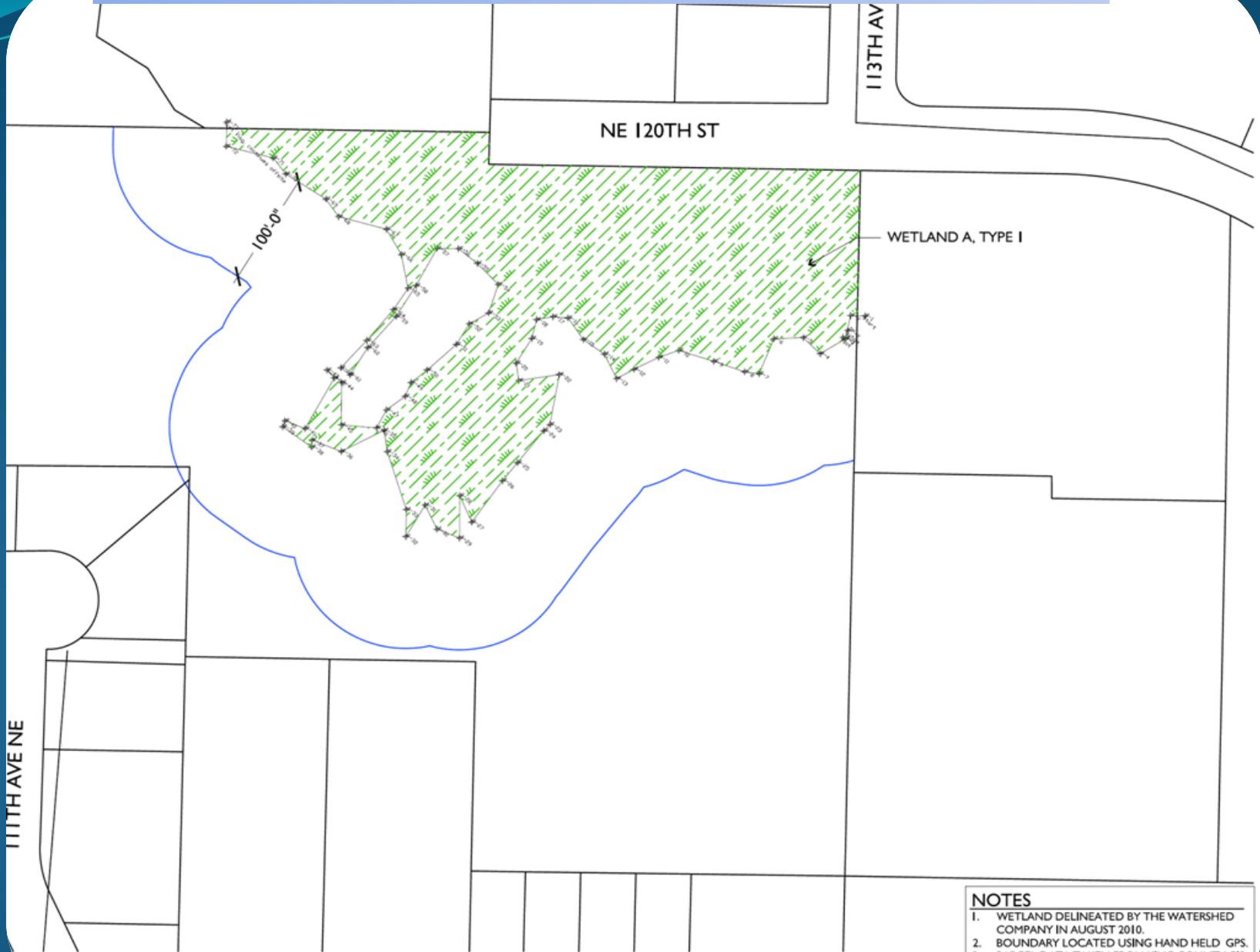
# Land Use Map

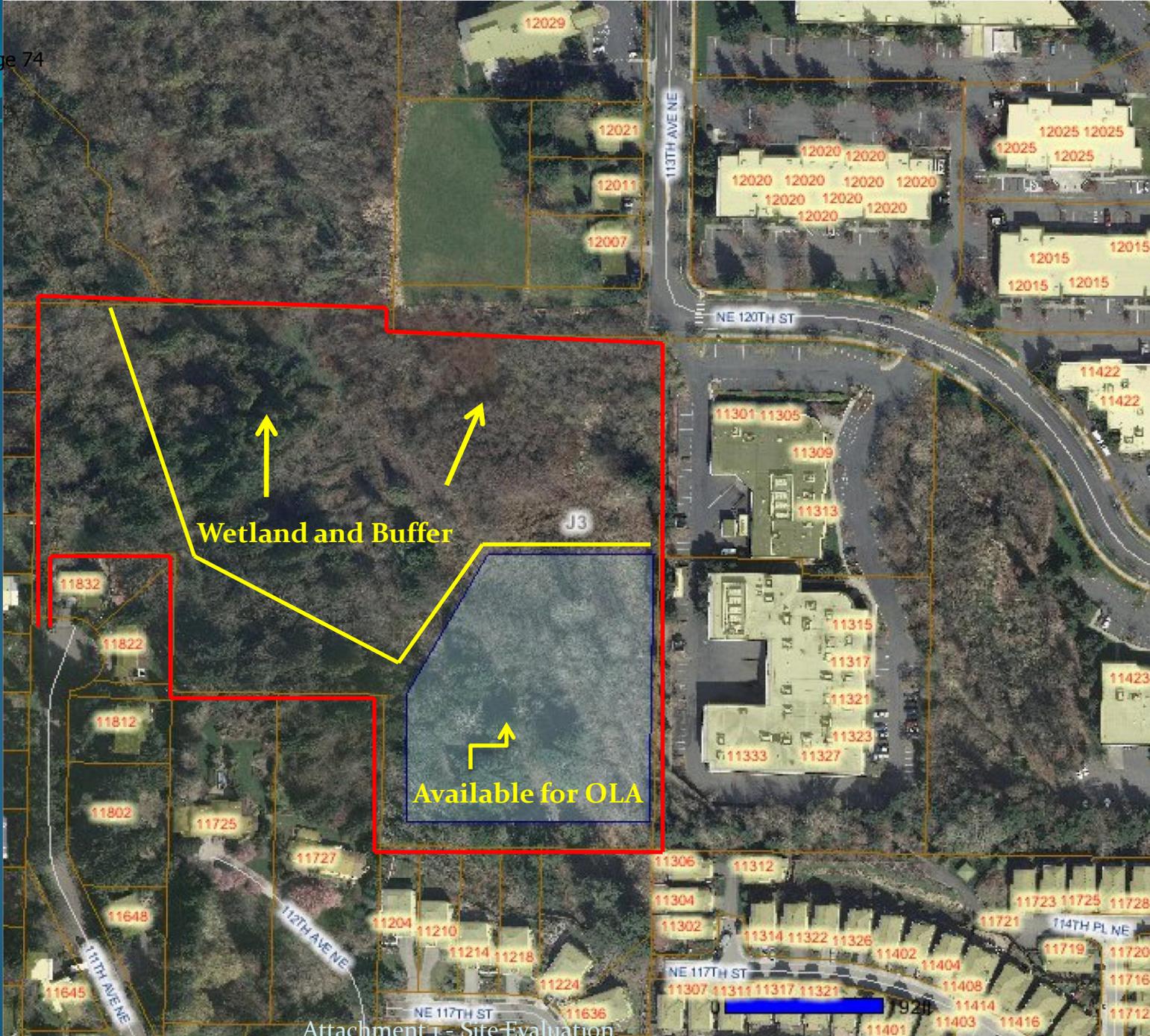




**Size: 7.5 acres**  
**Zoning: 'P' (Park/Open Space)**

# Location of Wetland and Buffer





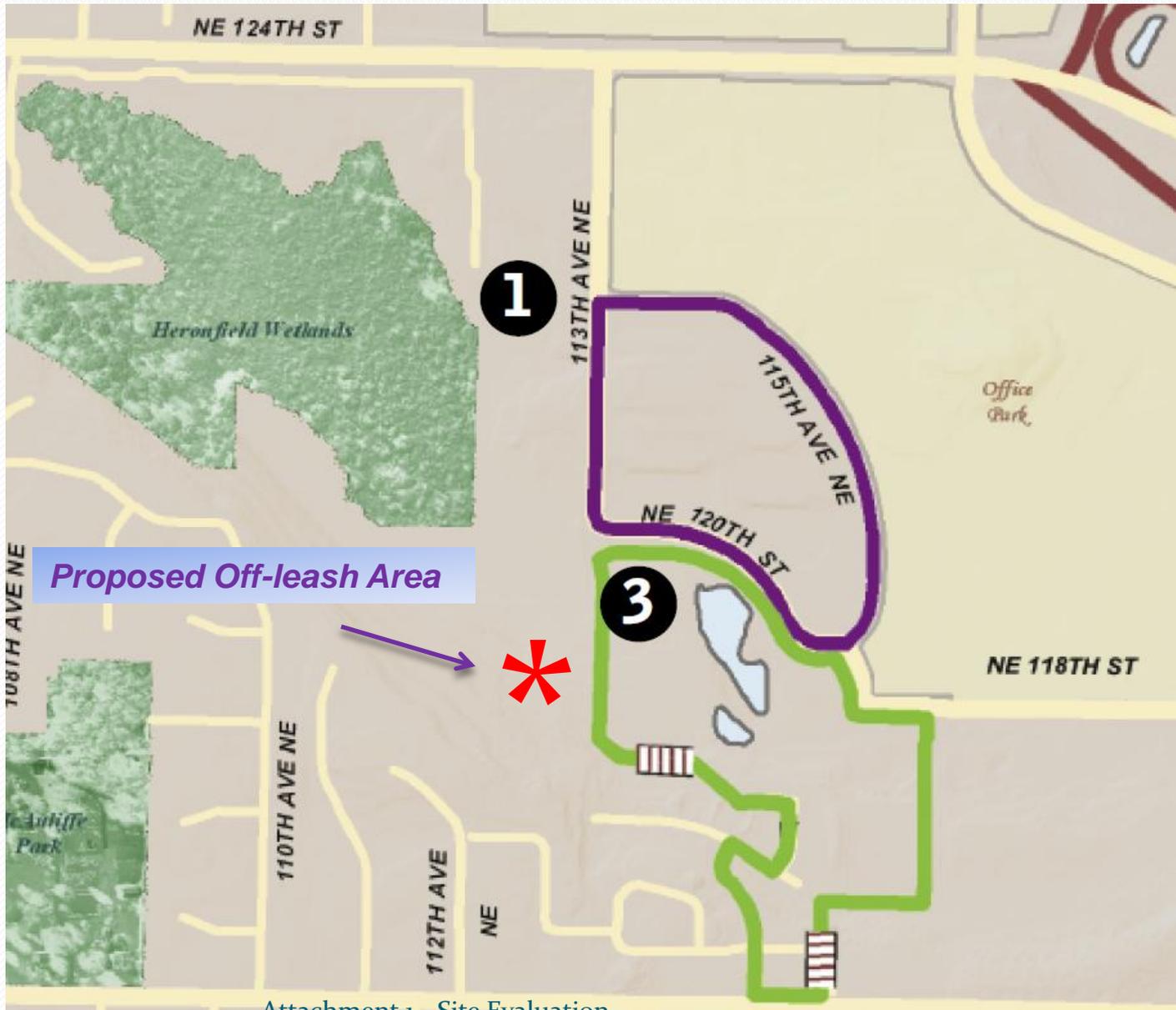






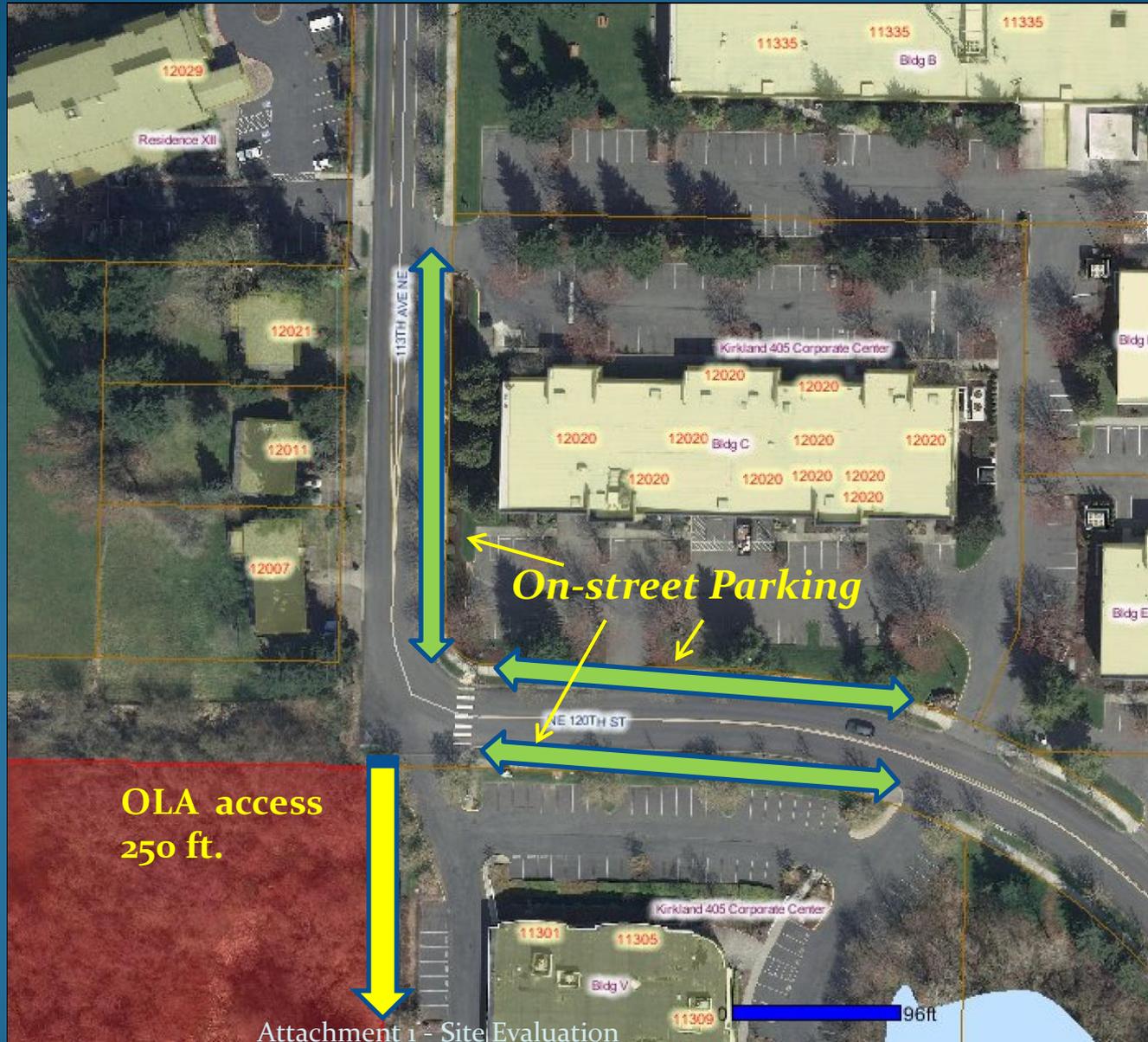


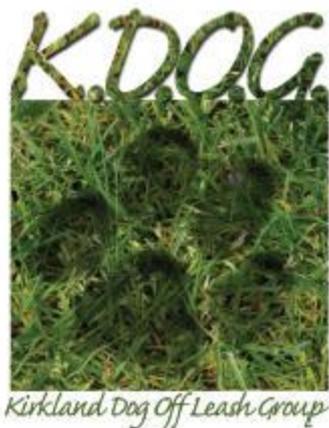
# Neighborhood Walk Routes





# On-Street Parking Availability





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# K-DOG Proposal for Kirkland Off Leash Area

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Presented to: Park Board  
October 13, 2010

# Kirkland Off Leash Dog Group

*Our goal since 2007 has been to:*

- Work with the City of Kirkland to build safe legal places for dogs to play in Kirkland.
- Provide a manner to maintain the site.
- Educate dog owners about dog park etiquette to make the experience of going to a dog park fun and safe for dogs and their owners.

# Short History of KDOG

- Kirkland Off Leash Dog group organized in 2007 to bring the need for off leash areas to the attention of the City.
- Registered as a non-profit corporation in WA state, elected board and officers in February 2008.
- Recognized by IRS, given 501(c)3 status March 2009.
- Created online petition with over 885 signatures.
- 244 members of our Meetup.com site.
- Go Dog Go event in Kirkland 2009 and 2010.
- Donated \$3000 to City in 2009 towards Parks.

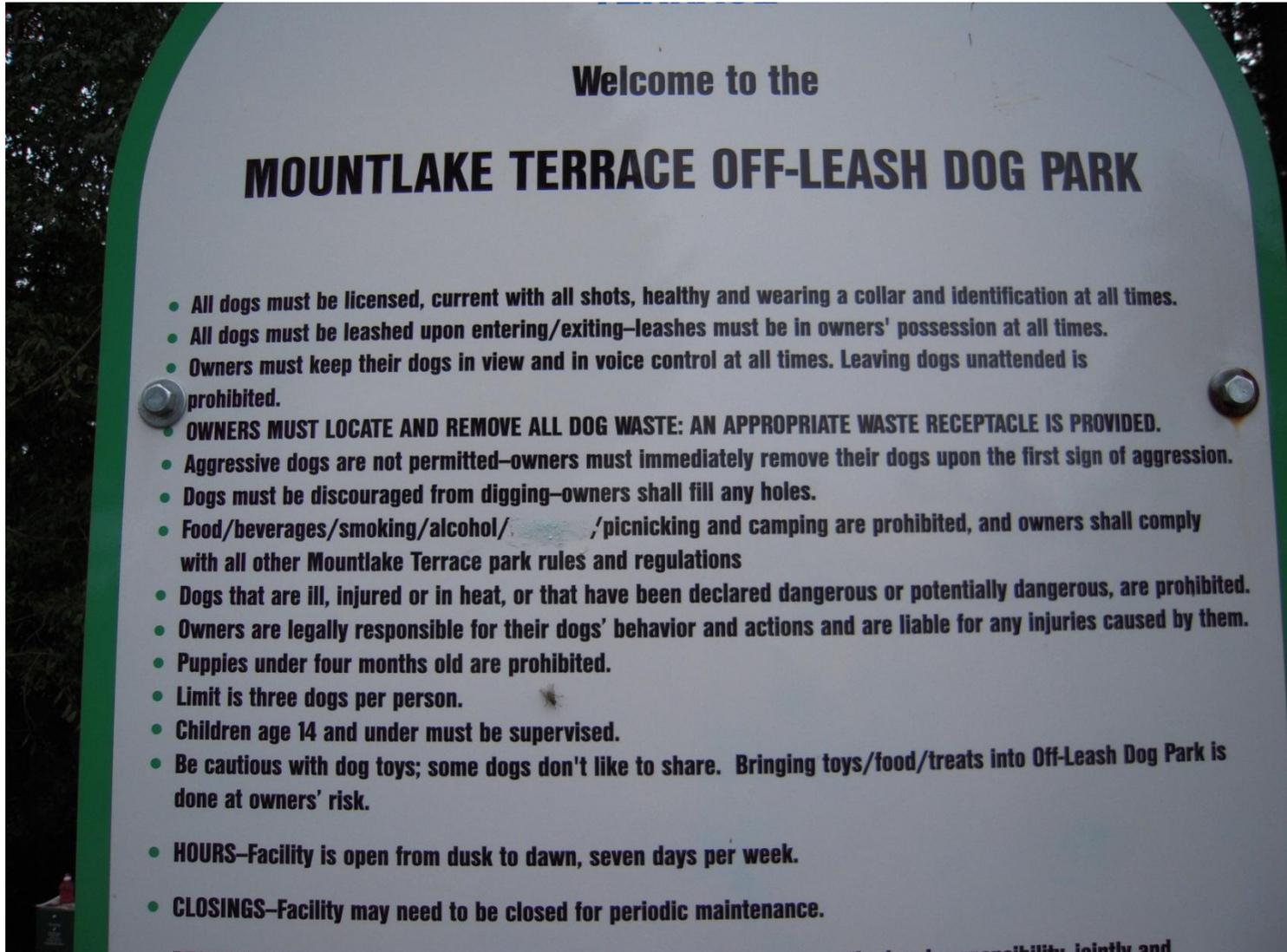
# KODG Proposal : Street Parking



# KDOG Proposal: Maintain Trees



# KDOG Proposal: Do's and Don'ts



# KDOG Proposal: Do's and Don'ts (cont.)



# KDOG Proposal: 4 Foot High Fencing



# KDOG Proposal : “Airlock” style gates



# KDOG Proposal: Community Kiosk



# KDOG Proposal: wood chip material and sand



# KDOG Proposal: Waste Disposal Dumpster



# KDOG Proposal: Recognition of Funders



# KDOG Proposal: Donor Opportunities for Benches and other furniture in the OLA



# KDOG Proposal: Educating Park Users

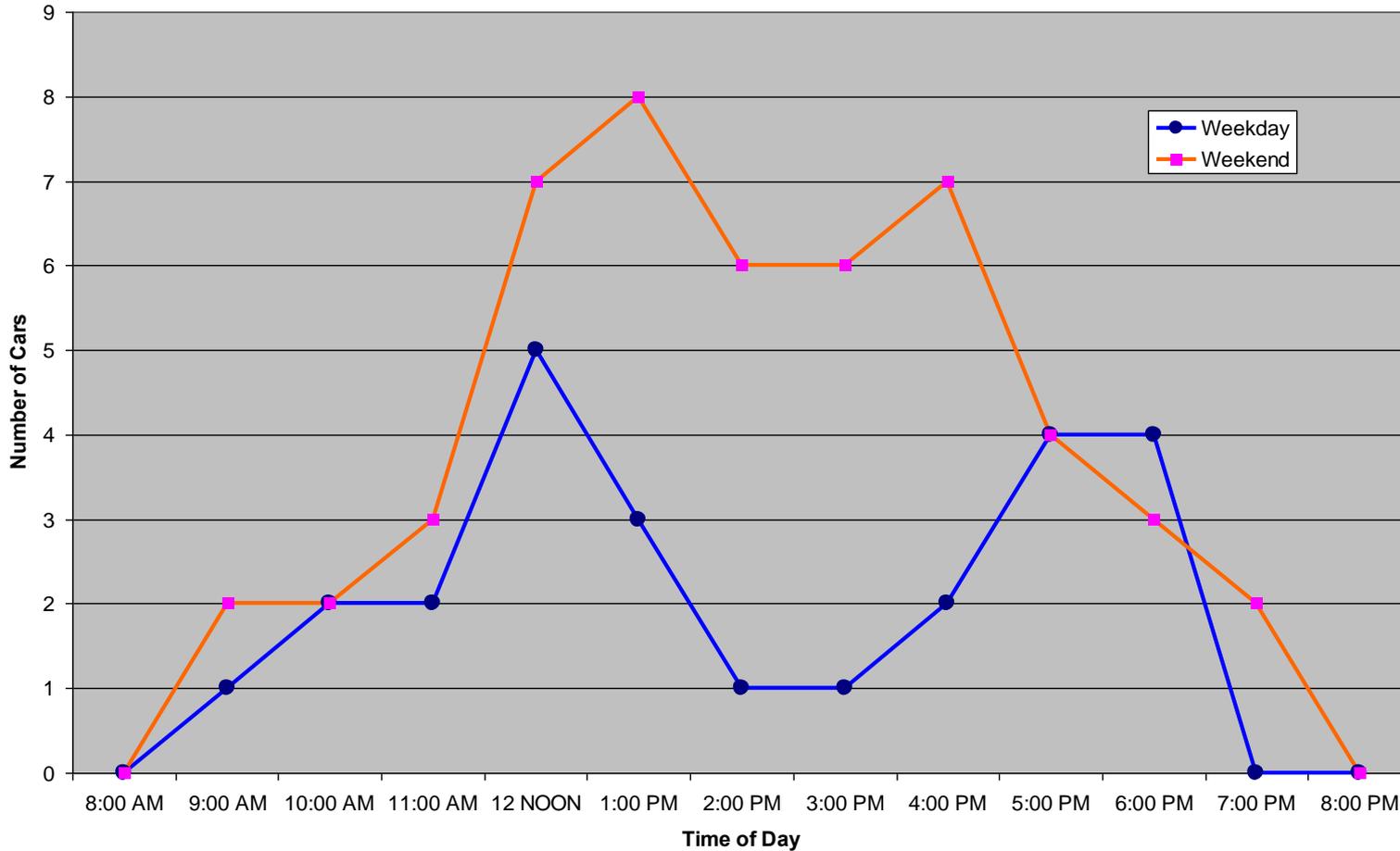


# Basic Assumptions

- Park users have responsibility to demonstrate mutual respect and to abide by park rules.
- Park design to maximize users experience.
- KDOG to continuously educate park users.
- Dog owners maintain voice control over their dogs at all times.
- Average dog park visit maximum 45 minutes.
- Highest use will be on weekends, expect average 40 dogs week days and 85 dogs weekends, spread out over the day.

# Anticipated Time of Day Usage

Anticipated Dog Park Use



# Funding by KDOG

## Estimated cost to build OLA:

- Wetland Delineation Study \$4,500 (completed)
- Site Construction \$25,000
- Poop Bags and Trash removal \$4,100 per year
- Signage, kiosk, gravel/wood chips/sand \$5,400
- Ongoing maintenance \$4,400 per year for 3 year starting balance

*\*KDOG has raised over \$11,500 to date\**

# KDOG Dedicated to a Safe Fun OLA

- K-Dog is committed to educate dog park users in expectations, rules, and dog socialization.
- Members are law abiding citizens who want to follow the rules.
- A few KDOG members are well respected dog trainers who have offered help.
- Excellent signage to adopt from existing parks.
- “User Handbook” from Sequim that we can adapt.
- K-Dog Website to provide articles, videos from local trainers on socialization skills for puppies and older dogs.

**ATTACHMENT 4**

**PARK BOARD PUBLIC HEARING  
Off Leash Area Proposal  
October 13, 2010  
Summary of Public Comments**

**Comments Received via Email:**

**Sandy Dain**

Is supportive of a dog park provided there is strong community support, self-policing and an education program available for dog owners.

**Heidi Hiatt**

Glad Kirkland is considering a dog park and that expenses are being covered by a non-profit.

**Suzanne Costa**

Loves the idea of off leash parks and requests that the City consider dog-free areas in parks, such as picnic areas

**Imelda Cheng**

Kirkland resident who frequently travels to Marymoor Park in Redmond and 100% supports Kirkland having its own off-leash park. Suggests a nominal fee for use of the park.

**Julie Barnett**

The owner of a rescued greyhound supports development of a fenced off-leash area as greyhounds cannot be off leash in unfenced areas.

**Nancy Bauchman**

Feels Kirkland is in great need of a place to exercise pets and is volunteering to help maintain the dog park.

**Anna Hersey**

Doesn't think the City should spend any money in setting up an off-leash park and requests increased leash law enforcement in other City parks.

**Louise Blain**

Supports establishing an off-leash dog park in Kirkland and requests a secure area for small or timid dogs in addition to a larger off-leash area for bigger dogs.

**John Porter**

Is supportive of the proposed park site, but requests no use of taxpayer funding, prevention of access to the park from 111<sup>th</sup> Ave NE, limiting hours of park use to minimize noise disturbance to park neighbors, and prompt disposal of dog waste to prevent increase rat activity.

**Richard Bready**

Supports an off-leash dog park as a means of encouraging responsible pet ownership and recreation and provided a reminder that park costs will be paid by KDOG.

**Karin Rosenberg**

Supports an off-leash dog park in Kirkland and plans to use that park rather than Houghton and Terrace Parks.

**Amy Introligator**

Wrote in support of the proposed off-leash area and discusses steps she and KDOG have taken in gathering support from members and local businesses for the project.

**Shinsuke Kano**

Supports an off-leash dog park as an excellent addition to the community.

**Danielle McClure**

Supports the off-leash dog park as an opportunity for neighbors to meet other neighbors, especially new neighbors from the annexation area.

**Lynda Haneman**

President, Totem Lake Neighborhood Association, supports the proposed off-leash area.

**Comments received in person at Hearing:**

**Greg Butler**

Former chair of Juanita Neighbors Association, noted that dog park patrons support the local economy; healthy dogs make healthy dog owners; good for community.

**Karen Patterson**

Works at Verizon facility nearby, expressed concern about park users impeding access to local businesses and residences and about improper use of business-owned utilizing dumpsters.

**Jim Ito**

President of Mountlake Terrace Dog Off-leash Group (MLTDOG). Shared information about the community's positive reception of the MLT dog park.

**Terri Fletcher**

Shared a letter by a business volunteering labor and some materials for the park construction.

**Bonnie McLeod**

"It's time for Kirkland to do the right thing and get a dog park."

**Graham Comely**

Drives to Bellevue, Passionate, ready to get going. Talked about area being safer, cleaner with the addition of dog park; ready to volunteer to build and maintain the dog park.

**Tracy Doering**

Vowed commitment on the part of KDOG to make this park happen. Encourages the Board to move forward.

**John Sheldon**

An opportunity to maintain "horizontal nature" of the City; and great opportunity to serve citizens of the City. Shared concerns about parking and access.

**Marley Olsen**

Youth Council member. Shared the importance to the youth community to have a local place for youth to take their dogs. Also beneficial in preventing unwanted off-leash activity in other parks.

**Jim McCutchen**

Veterinarian whose clinic is located near proposed site and in favor of dog park.

- End -

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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

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

**Date:** October 21, 2010

**Subject:** NE 85<sup>th</sup> Street Corridor Improvements – Project Update

**RECOMMENDATION:**

It is recommended that City Council review this NE 85<sup>th</sup> Street Corridor Improvement status update.

**BACKGROUND:**

The NE 85<sup>th</sup> Street Corridor Improvement Project combines several capital projects and provides various improvements for this vital business corridor. The Project will provide continuous sidewalks, traffic signal upgrades, new capacity at key locations, storm water quality improvements and the undergrounding of aerial utility lines for a portion of the corridor. As envisioned in the Rose Hill Business District Plan, and developed in partnership with business owners on NE 85<sup>th</sup> Street together with the North and South Rose Hill Neighborhoods, the improvements seek to address key goals of importance for business vitality and neighborhood quality of life. To ensure a safer pedestrian experience and to revitalize the business environment, the work includes significant new improvements where there currently are none. These improvements include sidewalks, landscape strips and retaining walls where needed, some of which requiring the acquisition of new property and/or property easements.

Staff most recently updated Council in May and June of this year as to the status of the Project, including right-of-way negotiations; at their regular meeting of June 15<sup>th</sup> Council authorized the use of eminent domain (condemnation) for completing the right-of-way acquisition process.

***Right-of-Way Acquisition***

Staff has reported to Council on the considerable number of parcels from which property is needed for the first phase of construction activity -- the conversion of aerial utility lines to an underground system along a majority of the corridor. At their June 15<sup>th</sup> meeting, Council was informed of the status of 32 parcels necessary to have certain property rights secured for the utility conversion phase. At that time, seven property owners had signed and closed their negotiations with the City. Today that number is 20 with twelve properties remaining. For a tabular and graphic representation of this information please refer to Attachments A and B.

Official notification to property owners of Council's approval for the use of eminent domain powers helped spur a flurry of activity with property owners, resulting in bringing many back to the bargaining table. Of the twelve property owners remaining to sign, the challenges facing the City include many issues, such as:

- Differing opinions as to fair and appropriate compensation -- compensation by a public agency is required to be substantiated by prescriptive means and, in many cases, property owners' opinions of value are not being or cannot be substantiated;
- Owner's legal representation negotiating new terms on City legal documents requiring significant examination and consideration of precedence on behalf of City Council;
- Coordinating schedules with property owners -- bringing reluctant property owners to the negotiating "table";
- One property is in receivership (similar to bankruptcy/foreclosure) with multiple partners and multiple lien-holders asserting claim against the title;
- Lease arrangements where the lessee or business owner have conflicting rights to the monetary proceeds from the property acquisition with their legal counsel sorting that out on their behalf;
- Resolving last minute (PSE related) design issues which have property impacts.

Staff and the right-of-way consulting firm of Abeyta & Associates are working extensively on all issues related to the negotiations with individual property owners as expediently as possible. As discussed in the May and June updates to Council, the formal use of eminent domain is likely in order to facilitate the acquisition should negotiations reach an impasse. However, staff is committed to exhausting all possible means of coordination and negotiation work prior to a decision for filing through the courts – to date, no court filings enacting eminent domain have been started. At this time, with the number of parcels and property owners remaining, it is likely that at least one to perhaps several properties will require the condemnation process be undertaken. Should court filings be required for any property which ongoing negotiations are not fruitful, the City would attempt to gain "possession and use" of the needed property while legal proceedings continue. Possession and use would result in funds being placed in escrow allowing construction to proceed while the legal process continues.

**Staff anticipates returning in December, 2010, to notify the City Council if court filings will be submitted to initiate eminent domain on specific properties.**

#### *114<sup>th</sup> Avenue NE / NE 85<sup>th</sup> Street Intersection Improvements*

Due to the prolonged right-of-way acquisition process for the main business corridor of 85<sup>th</sup> Street, staff has separated the 114<sup>th</sup> Ave NE/NE 85<sup>th</sup> Street Intersection Improvements from the other corridor improvements and will bid that Project separately in advance of the other improvements. The Intersection Project is not impacted by property acquisition needs and has now been taken to 90% design -- the design will be complete in November. Staff is moving towards Project bidding before the end of the year and will return to Council for a contract award recommendation in January. This Intersection Project will provide new capacity for those leaving the Highlands Neighborhood and experiencing congestion in the southbound direction on 114<sup>th</sup> Ave NE. This congestion will be alleviated by adding an additional left-turn lane (southbound to eastbound) on the north leg of the intersection; construction is anticipated to take approximately six months.

<b>Project Contract</b>	<b>Design Complete</b>	<b>Construction Start</b>
1. 114 <sup>th</sup> / 85 <sup>th</sup> Intersection	November 2010	Jan/Feb 2011

*Other Schedule Impacts*

The remaining Project schedule is contingent upon the successful conclusion of right-of-way negotiations and the following key timelines are anticipated for the various 85<sup>th</sup> Street Improvements:

<b>Project Contract</b>	<b>Design Complete</b>	<b>Construction Start</b>
2. Underground Conversion*	End of 2010	Spring 2011
3. Roadway Improvements	Summer 2011	Winter 2011
4. Pavement Overlay	Fall 2011	Summer 2012

\* The underground conversion project cannot begin until right-of-way/easements are secured.

Attachments (3)

## NE 85TH STREET CORRIDOR IMPROVEMENTS PROJECTS

## PHASE 1 PROPERTIES

Tracking Parcel #	Tax Parcel Number	Property Owner	Property Address	Property Rights To Be Acquired	Property Rights Documentation	1st Request for Response	2nd Request for Response	3rd Request for Response	Other Notes
1	1238500132	AMERCO REAL ESTATE CO.	12000 NE 85th Street	Utility Easement (UE), Temporary Construction Easement (TCE)	Administrative Offer Summary (AOS)	3/18/2010	4/14/2010		Signed
4	1233100855	HOK ENTERPRISES LLC	12420 NE 85th Street	UE, TCE	AOS	Field meeting; extensive meetings regarding previous property rights issues. 7/6/2010 - offer letter mailed. Additional meeting 7/19/2010.	8/24/2010	10/20/2010	Sale & Purchase Agreement for old ROW Completed May 2010; Attorneys coordinating; consultant coordinating other acquisition needs.
7	1233100750	GUDAZ LLC	12620 NE 85th Street	TCE, Right-of-Way Improvement Easement (RIE)	AOS	7/2/2010	7/27/2010	8/16/2010, 9/2/2010, 10/13/2010	Consultant coordinating with 'receivingship' and owner-LLC.
9	1233100760	STUMPF, DAN & DENISE	12676 NE 85th Street	Right-of-Way Acquisition (ROW), TCE	AOS	3/9/2010			Signed
10	1241900016	ROSE HILL LLC NORTHSTREAM	12804 NE 85th Street	ROW, TCE	Certificate of Appraiser, Certificate of Value	3/22/2010	5/6/2010	6/15/2010; 6/29/2010; 9/7/2010	Consultant coordinating with owner-rep. Six notices sent to owner.
11	1241900014	D.S. EDISON LLC	12822 NE 85th Street	ROW, TCE	AOS	3/22/2010	4/20/2010		Signed
14	1241900015	GOODYEAR TIRE	12856 NE 85th Street	TCE	AOS	3/18/2010	5/6/2010		Signed
16	8635700005	VALORIE E SOLEIBE	13012 NE 85th Street	ROW, Right-of-Way Improvement Easement (RIE), TCE	AOS	3/16/2010	4/2/2010; 4/29/2010 Remaild		Signed
17	8635700010	VJ PROPERTY LLC	13020 NE 85th Street	TCE	AOS	3/15/2010	5/6/2010		Signed
20	8635500025	Merit Homes	13122 NE 85th Street	ROW, RIE, TCE	AOS	3/12/2010	4/19/2010		Signed
21	8635500030	Merit Homes	8505 132nd Avenue NE	UE, ROW, RIE, TCE	AOS	3/12/2010	4/19/2010		Signed
22	1233100216	US Bank, successor in interest to People's Bank of Washington as Trustee under Revocable Trust Agreement of Arthur Munson and Faye Etta Munson, dated December 19, 1979.	12005 NE 85th Street	UE, ROW	Appraisal				Signed
26	1233100400	HOK ENTERPRISES LLC	12345 NE 85th Street	UE, ROW, TCE	Appraisal	Field meeting; extensive meetings regarding previous property rights issues			Coupled with Parcel 4 also owned by Honda. See no. 4.
27	1233100402	Kirkland WG Limited Partnership, a Washington partnership	12405 NE 85th Street	UE, ROW, TCE	Review Appraiser's Certificate #2	3/19/2010	5/7/2010	Extensive Sept & Oct 2010 contacts.	Concurred on value, negotiations between business owner, land owner and lessee. Proposing escrow assignment, gaining consent from all parties.
28	1233100405	SAFEWAY INC STORE (north)	12519 NE 85th Street	ROW, TCE	Appraisal	Rosa communicating with local Safeway rep			Signed

31	1233100555	DEVERE CORPORATION	12633 NE 85th Street	ROW, TCE	AOS, Certificate of Appraiser	3/19/2010			Signed
32	1233100680	KAO FAMILY PARTNERSHIP	12637 - 12673 NE 85th Street	UE, TCE, RIE, ROW	Appraisal, Certificate of Appraiser	First offer presented	10/30/2010		Coordinating with owner; late revised impacts on stalls, utility design updated appraisal.
34	1241900036	HERIBERTO M PINA	12821 NE 85th Street	TCE, ROW, Anchor Easement (AE), Utility Overhang Easement (UOE)	Review Appraisal Certificate	3/9/2010	4/19/2010	5/10/2010	attorney for owners had appeared to be stalling; consultant just received counter 10/18; reviewing and preparing a response.
35	1241900035	TIMOTHY J GAY	12841 NE 85th Street	RIE, UOE, ROW	Review Appraisal Certificate	4/19/2010	5/10/2010 Field meeting		Signed
36	1241900034	ROSE HILL BLDG LLC	12845 NE 85th Street	ROW, TCE, UOE	Appraisal, Certificate of Appraiser, Review Appraiser's Certificate No. 2	3/26/2010	5/10/2010		Signed
37	1241900037	ITO & ITO LLC	12857 - 12865 NE 85th Street	ROW, RIE, TCE, UOE	Review Appraisal Certificate	4/20/2010	5/10/2010		Signed
38	1241900045	LENNON J MCADAMS II	13003 NE 85th Street	ROW, RIE, TCE, UOE	Review Appraisal Report	4/16/2010	5/7/2010		Signed
39	1241900049	YOUTH EASTSIDE SERVICES INC	13009 NE 85th Street	ROW, RIE, TCE, UOE	AOS #1, Review Appraisal Certificate No. 3	3/19/2010	4/19/2010	5/10/2010	YES board stalling, awaiting counter from them; extensive coordination with owner reps.
40	1241900048	LAI & LIN CHEN YVAN SHOU-TSU	13015 NE 85th Street	ROW, RIE, TCE, UOE	Appraisal	3/11/2010	5/6/2010	6/17/2010; 8/2/2010	Received latest counter from Chen 8/26; reviewing.
41	1241900051	WILLIAM JOHN WEBER	13021 NE 85th Street	ROW, RIE, TCE, UOE	Review Appraisal Certificate	4/19/2010	5/6/2010	Extensive Sept & Oct 2010 contacts.	Consultant extensively coordinating, awaiting signature or counter. Meeting scheduled for presentation to owner, and signature 10/20/2010.
42	1241900052	LOOKS BY LORI, LLC	13027 NE 85th Street	ROW, RIE, TCE, UOE	Updated Appraisal, Review Appraisal Certificate No. 4, Appraisal	3/22/2010	5/7/2010	8/30/2010 Field Meeting; 9/27/2010; 10/5/2010	Consultant preparing/coordinating latest counter - continued negotiations.
43	1241900046	GRINBERG INVESTMENTS INC	13111 NE 85th Street	ROW, TCE, UOE	Review Appraisal Certificate, Appraisal	3/23/2010	5/7/2010		Signed
44	1241900047	SEAWEST INVESTMENT ASSOCIATES	13131 NE 85th Street	TCE	AOS	3/26/2010			Signed
60	1238500235	MC DONALDS Corp	8515 132nd Avenue NE	TCE	AOS	3/19/2010; 3/26/2010	4/19/2010	Multiple	Attorneys re-editing legal docs. Concurred on value.
90	0325059125	Cities of Kirkland, Redmond SS2	13205 NE 85th Street	ROW, TCE	AOS	3/25/2010			Signed
91	0325059079	WILLIAM C MEYERS	8402 132nd Avenue NE	ROW, RIE, TCE	Certificate of Appraiser, Review Appraiser's Certificate No. 1, Appraisal	03/19/2010 & 04/01/2010			Signed
93	1237500760	Duane A. Gugeler and Kathryn L. Gugeler	8340 132nd Avenue NE	ROW, RIE, TCE	Review Appraisal Certificate No. 1	3/10/2010	5/7/2010		Signed

**ATTACHMENT B  
October 2010**



**Vicinity Map**  
0 3,800 7,600 11,400

**Map Legend**

- No Property Rights Needed
- 1st Contract Status**
- Info Packets
- Appraisals
- Negotiations
- 2nd Offer
- Rights Secured
- 2nd Contract Status**
- Info Packets
- Appraisals
- Negotiations
- 2nd Offer
- Rights Secured

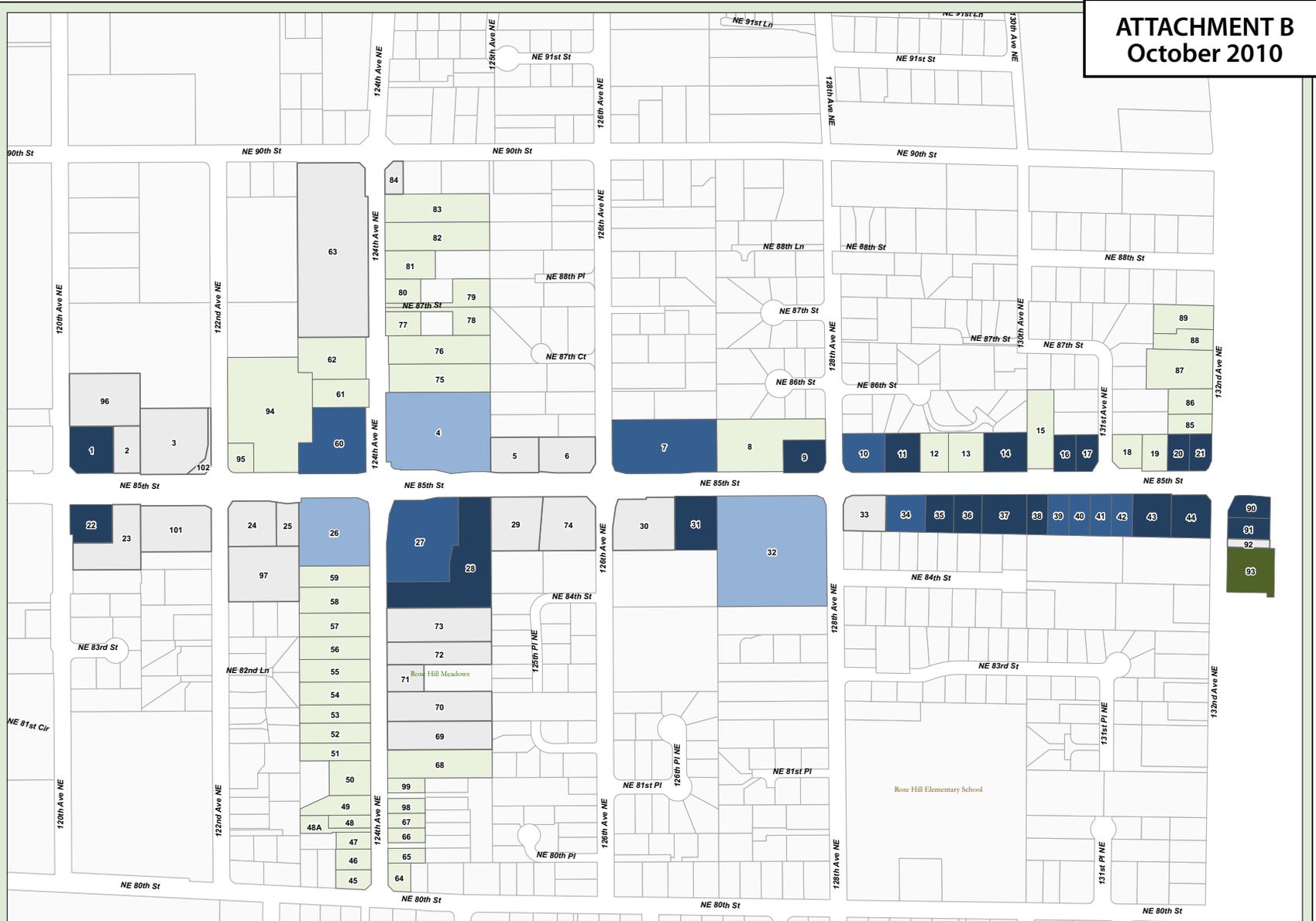
0 150 300 450  
Feet



Produced by the City of Kirkland.  
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No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

Map Created - May 15, 2009  
Map Revised - May 18, 2009

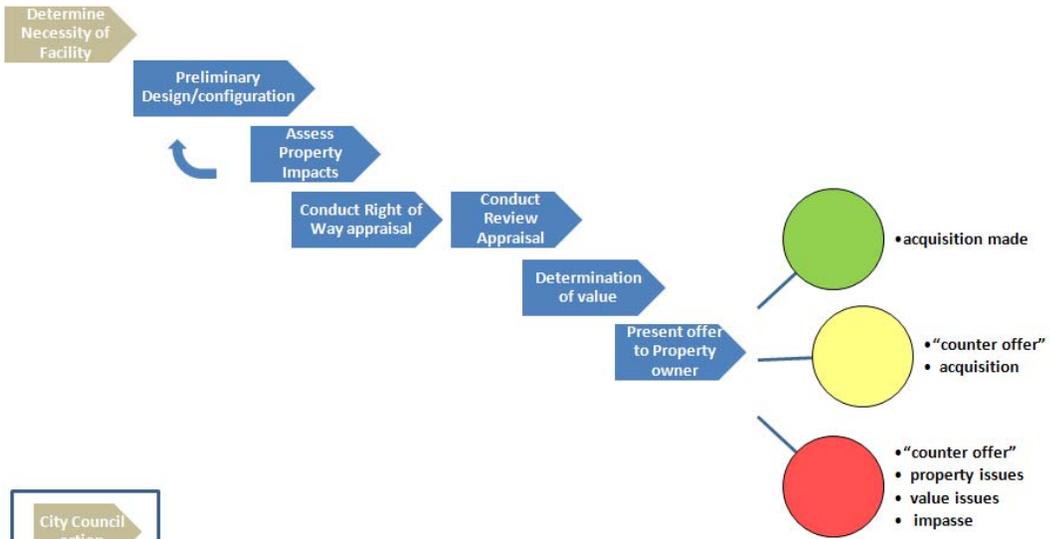
H:\Pw\CLIP\group\Project Files\COMBINED\NE 85th Street Corridor Improvements\ROW\Status Graphics\NE\_85th\_Map\_11x17.mxd



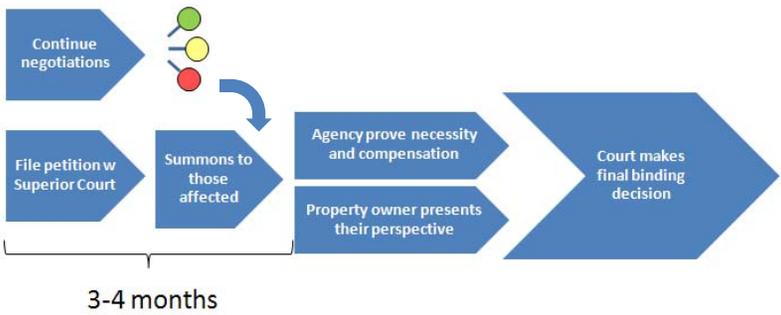
**NE 85th Street Corridor - Property Rights Status Map**

### Property Acquisition for Public Improvements

**ATTACHMENT C**  
**October 2010**



Intent to pursue eminent domain (ordinance)





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**Department of Finance & Administration**  
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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Tracey Dunlap, Director of Finance and Administration  
Michael Olson, Deputy Director

**Date:** October 22, 2010

**Subject:** Debt Issuance Update

**Background**

In preparation for debt issuance for the public safety facility, SDM Advisors presented an overview of the debt issuance process at the Council Study Session on October 19, 2010.

SDM Advisors will be presenting additional analysis on the debt structuring and issuance elements at the November 1 Council Meeting.

The following schedule, provided by SDM Advisors at the October 19 Study Session, is included for your reference.

<u>DATE</u>	<u>ACTIVITY</u>
November 1	City Council Update
November 16	City Council approval of Bond Ordinance
Week of Nov. 15	S&P and Moody's Rating Calls
November 23	Ratings Received
November 29	Official Statement Distributed
Week of Dec. 6	Bond Sale
December 21	Bond Closing

As discussed at the Study Session, to free up capacity to pursue debt issuance by year-end, it will be necessary to backfill some Finance activities. The estimated cost of the backfill is \$8,500, which will be funded from the City Manager's General Fund Contingency.



**CITY OF KIRKLAND**  
**Fire & Building Department**  
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## MEMORANDUM

**To:** Kurt Triplett, City Manager  
**From:** J Kevin Nalder, Fire Chief  
**Date:** October 25, 2010  
**Subject:** Medical Transport Fee Implementation Plan

### RECOMMENDATION:

City Council approves the implementation plan for Emergency Medical Service (EMS) Fee for Transport and authorizes preparation of detailed staff reports on key policy, financial, and operational issues.

### BACKGROUND DISCUSSION:

After reviewing the feasibility study on EMS Fee for Transport at the August 3<sup>rd</sup> Council Meeting, Staff was directed to develop a draft implementation plan. A staff lead has been assigned from Fire, a draft implementation plan has been prepared, and a team representing all involved departments has been convened to research and implement EMS Fee for Transport. The Public Safety Committee was briefed and commented at their meeting October 19<sup>th</sup>. A draft work plan is included as Attachment A to this memo. Our aggressive implementation schedule will allow billing to commence on or before March 1, 2011.

The EMS-Fee Team is researching and preparing additional staff reports on the following key policy, financial and operational issues:

Key policy issues relate to billing, rates, and program expenses:

- Program policies and procedures should be designed so as not to create any perceived or actual barriers to EMS service.
- How much is the fee and what is the basis for the fee schedule?
- Billing and collection policies--who will receive a bill and how aggressively will collection be pursued?
  - Will customer classes (resident, nonresident, employee) be established?
  - Will delinquent accounts be sent to collections and what is the scope of collection activities authorized?

- Program Administration
  - Contract out Billing from private company, governmental agency or do in-house?
  - Contract for Collection?
  - Additional internal staff requirements
    - Fire
    - Finance

Key financial issues:

- Rates and collection policies relative to revenue (billing and collection policies will impact revenue)
- Forecast program administration costs (program costs will determine net revenue available)

Operational issues:

- Bargaining unit impacts (IAFF has submitted a request to bargain the implementation of EMS fee for transport)
- Development of standard operating procedures and training
  - Coordinate with local hospitals early
  - Develop Standard Operating Procedures (SOP's) for operations and administration
  - Develop standard forms
  - Deliver initial and ongoing training
- Obtain provider authorizations and licenses

The draft work plan (see attachment A) involves a number of steps, some of which can be accomplished simultaneously. In order for an ordinance and SOP's to be developed, billing and collection policies need to be established. Staff will be conducting research on best practices and will return to City Council in December with a discussion and recommendation on program policies. After receiving Council direction, staff will prepare an ordinance for consideration in January.

**City of Kirkland**  
**Preliminary Fee for Transport Tasks and Assignments**

**DRAFT FOR DISCUSSION ONLY**

Task	Lead Department	Due	Notes
Convene Staff Group	CMO	10/19/2010	
Designate Lead Staff			Fire Department Lead
Develop Draft Implementation Plan	CMO/Fire	11/1/2010	Ongoing refinement as project proceeds
Present to Public Safety Committee	Fire	10/21/2010	
Prepare Council Memo	Fire	10/21/2010	
Present to Council	Fire	11/1/2010	Approval of implementation plan and project management
Conduct Research and Obtain Samples	All	Ongoing	Sample policies, procedures, forms, RFP's and communication materials
Coordinate with Hospitals on Procedures	Fire	11/1/2010-1/1/2011	
Verify EMS Provider License	Fire	11/15/2010	
Develop Policies		11/15/2010	
Customer Classes	Fire/Finance		Who will be billed how much?
Billing and Collection	Fire/Finance		Billing practices and uncollectable policies
Billing and Collection Service Procurement	Fire/Purchasing		Interlocal or private billing service
Develop Rates	Fire/Finance	1/1/2011	
Check in with City Council	Fire/CMO	12/7/2011	
Policies			
Rates			
Updated Revenue/Expenditure Est.			
Develop cash flow analysis to match expenses to revenues			
Develop Communication Plan	CMO/Fire	1/1/2010-1/1/2011	May be interlocal agreement
Develop Contract for Billing Service	Fire/Purchasing	1/1/2010	
Scope Statement	Fire		
Schedule and Advertising	Purchasing		
Selection Process	Fire/CMO		
Consultant Contract	Fire	2/1/2011	
Update Expenditure/Revenue Estimates	Fire/Finance	1/1/2011	
Develop Contract for Collection Services	Finance	2/1/2011	
RFP and Scope Statement	Finance		
Schedule and Advertising	Purchasing		
Selection Process	Finance		
Consultant Contract	Finance	2/1/2011	
Obtain provider numbers/authorization	Fire/Consultant	11/1/2010 -2/1/2011	Medicare provider number required before billing can occur of any third party payer; process takes 8 to 12 weeks
Medicare			
Medicaid			
L&I			
Other Insurers			
Complete authorizing documents			
Ordinance	CAO/Fire	1/4/2011	Approval by Council
HIPPA Compliance	Fire	1/1/2011	
Obtain Equipment and Supplies	Fire/Purchasing	2/1/2011	
Forms	Fire/Purchasing		
Hardware/software	Fire/IT/Purch		May delay automated data capture pending participation in King County program
Engage IAFF in Impact Bargaining	HR/Fire	10/5/2010-2/1/2011	Request to bargain received 10/5/2010
Develop Standard Operating Procedures	Fire	2/1/2011	
Department SOP's			
Forms			
Establish internal accounting procedures	Finance	1/1/2011	
Conduct Training	Fire	2/1/2011	
Hire Staff			Staff classification and responsibilities to be determined and coordinated with HR and appropriate bargaining unit
Develop job description	Fire/HR	12/15/2010	
Conduct Recruitment	HR/Fire	1/15/2011	
Hire	Fire/HR	2/1/2011	
Develop Reporting Schedule to Council	Fire/CMO	2/1/2011	Periodic reporting to Council on program status and financial results



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Fire & Building Department  
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## MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** J Kevin Nalder, Director Fire and Building

**Date:** October 21, 2010

**Subject:** Interlocal Agreement between the City and Woodinville Fire and Rescue

### **RECOMMENDATION:**

City Council approve the attached resolution authorizing the City Manager to execute the Interlocal Agreement between the City of Kirkland and Woodinville Fire & Rescue.

### **BACKGROUND DISCUSSION:**

Pursuant to RCW 52.08.025, upon the effective date of the Finn Hill, Juanita and Kingsgate annexation, the City will assume the responsibility for providing fire protection and emergency medical services from the current providers of these services in that area. Woodinville Fire and Rescue (WFR) is one of the entities currently providing such services there. Under state law, annexation imposes certain obligations on the City and WFR that each must fulfill to accomplish the transition of services from one to the other. In order to reach agreement on how these obligations would be met, the City and WFR began negotiations in May of 2009 and entered into mediation to expedite that process on August 17, 2009, which was concluded on February 8, 2010.

As a result of those negotiations, the attached Interlocal Agreement (ILA) between the City and WFR was drafted by the Kirkland City Attorney's Office. It was then approved by the WFR Commissioners at their September meeting. Subsequently, a resolution was drafted by the Kirkland City Attorney's Office asking Council to approve authorizing the City Manager to execute the ILA between the City of Kirkland and WFR. If approved by the Council, once signed by you, staff of both entities will begin to implement its provisions.

One of the immediate provisions to be implemented is item three of the ILA "District Employees". WFR provided a response to this provision in a cover letter accompanying the signed ILA. The timelines identified in this provision do not commence until the ILA is fully executed which means the City response must occur within thirty days of final signature. This will require staff to draft a response allowing time for City Council approval during the November 16<sup>th</sup> Council meeting in order to meet the thirty day response timeline identified in the ILA. City staff has notified WFR of the status of execution of the ILA and the concurrent response timeline.



## Woodinville Fire and Life Safety District

P.O. Box 2200 • 17718 Woodinville - Snohomish Rd NE  
Woodinville, WA 98072  
Phone 425-483-2131 • Fax 425-486-0361

September 21, 2010

Kevin Nalder, Fire Chief  
City of Kirkland  
123 5th Avenue  
Kirkland, WA 98033

Dear Chief Nalder:

Attached please find a copy of the signed Interlocal Agreement (ILA) approved by the Board of Fire Commissioners of Woodinville Fire & Rescue on September 7, 2010. Pursuant to the ILA; the following are the plans regarding hires, separations, terminations and any other changes in employment that are a direct consequence of the annexation.

As a direct result of the annexation, on March 15, 2010, the Board of Fire Commissioners elected to close Fire Station #34 as of May 31, 2011. Based on the fact that Fire Station 34 has one (1) on-duty lieutenant position and two (2) on-duty firefighter positions and the current "fill ratio" used to staff response operations in the District, the closure of Fire Station #34 would result in a surplus of **four (4) lieutenant** positions and **ten (10) firefighter** positions. The District will, in its 2011 budget be eliminating these positions. As a result of a new organization structure being implemented in the 2011 budget, the net impact to individuals will be as many as three demotions of current officers and as many as ten layoffs of firefighters.

I look forward the City's reply per the Interlocal, and the opportunity to work in a collaborative fashion towards a situation that continues the strong partnership between our jurisdictions and continues the delivery of service to those affected by the annexation.

Sincerely,

A handwritten signature in black ink, appearing to read "I. Daniels", with a long horizontal flourish extending to the right.

I. David Daniels  
Fire Chief/CEO

IDD

RESOLUTION R-4846

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND WOODINVILLE FIRE AND RESCUE REGARDING THE TRANSITION OF SERVICES DUE TO ANNEXATION.

WHEREAS, pursuant to RCW 52.08.025, upon the effective date of the Finn Hill, Juanita and Kingsgate annexation, the City will assume the responsibility for providing fire protection and emergency medical services from current providers in that area; and

WHEREAS, Woodinville Fire and Rescue (WFR) is one of the entities currently providing such services in that area; and

WHEREAS, under state law, annexation imposes certain obligations on the City and WFR that each must fulfill to accomplish the transition of services from one to the other; and

WHEREAS, in order to reach an agreement on how these obligations would be met, the City and WFR began negotiations in May of 2009 and entered into mediation to expedite that process on August 17, 2009, which was concluded on February 8, 2010; and

WHEREAS, as a result of those negotiations the City and WFR prepared the attached interlocal agreement to govern the transition of services as authorized by Chapter 39.34 of the Revised Code of Washington, and

WHEREAS, the Commissioners of WFR approved the attached interlocal agreement at their September meeting;

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an interlocal agreement substantially similar to that attached as Exhibit "A", which is entitled "Interlocal Agreement between the City of Kirkland and Woodinville Fire and Rescue."

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

Attest:

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

**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF KIRKLAND  
AND THE  
WOODINVILLE FIRE & RESCUE  
REGARDING THE ANNEXATION OF DISTRICT AREA BY THE CITY**

**THIS INTERLOCAL AGREEMENT** is made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between The City of Kirkland, a municipal corporation of the State of Washington ("the City") and Woodinville Fire & Rescue (fka Woodinville Fire & Life Safety District), a municipal corporation of the State of Washington ("the District").

**WHEREAS**, the City has annexed real property contiguous with the current boundaries of the City as described in the attached Exhibit "A" ("the Annexation Area"), which will remove more than 5% but less than 60% of real property from the District by operation of law; and,

**WHEREAS**, under the Revised Code of Washington, annexation imposes certain obligations on each of the parties that must be met; and,

**WHEREAS**, in order to reach agreement on how these obligations would be fulfilled the parties began meeting in May of 2009 to negotiate such terms and entered into mediation to expedite that process on August 17, 2009, which was concluded on February 8, 2010; and,

**WHEREAS**, the City and the District now wish to enter into an Interlocal Agreement to memorialize such terms as authorized by Chapter 39.34 of the Revised Code of Washington,

**NOW THEREFORE**, in consideration of their mutual promises herein, the parties hereby agree as follows:

**1. Fire and Medical Services.** Pursuant to RCW 52.08.025, as a result of the annexation, the Annexation Area will be removed from the jurisdiction of the District upon the effective date of the annexation. However, as required by RCW 35A.14.400, the District will continue to provide primary fire and medical services within the Annexation Area as long as it continues to receive the regular property taxes it levied within the Annexation Area or until June 1, 2011, whichever is later. However, in the event the District does not meet the schedule required by Subsection 3(a) herein, the District agrees it will continue to have primary

emergency fire and medical services responsibility in the Annexation Area beyond those dates until the City can provide the staff to assume that responsibility. The City will become responsible to provide primary emergency fire and medical response within the Annexation Area once it begins receiving the property taxes levied in the Annexation Area or until June 1, 2011, whichever is later unless the District has not met the schedule provided in Subsection 3(a) and is therefore continuing to provide primary services. Notwithstanding the foregoing, both parties agree the terms of the King County, Washington Mutual Assistance and Interlocal dated October 3, 2006, will remain in effect both before and after that date.

**2. Payment.** (a) In accordance with RCW 35A.14.400, the District shall pay in cash a percentage of the value of its assets equal to the percentage of the value of the real property in the entire district lying within the Annexation Area. That amount had been estimated to be \$1,572,000 using the jointly approved methodology and values provided in the report prepared by Berk & Associates dated December 15, 2009, which was paid for equally by the City and the District.

(b) The parties agree the final amount due in cash will be determined using the methodology summarized in the Berk & Associates report after making any needed updates to the values based on the financial results for December 31, 2010, which updating process will be paid for equally by the parties. The update will be ordered by the City with instructions to use December 31, 2010 financial data, once the District notifies the City that the data is available. The District shall make the payment within 6 months of the effective date of the annexation. RCW 35A.14.400. The District shall retain all other assets.

**3. District Employees.**

(a) Pursuant to RCW 35A.14.485 and 35.13.215, the City and the District will jointly inform the employees of the District about hires, separations, terminations and any other changes in employment that are a direct consequence of the annexation. To accomplish this, within 30 days of the execution date of this agreement, the District will send a letter to the City indicating its plans regarding "hires, separations, terminations and any other changes in employment that are a direct consequence of the annexation." The City will provide its input to the District in writing regarding these same topics within 30 days of the receipt of that letter. Within 30 days of the District's receipt of that input, the parties will sign a written notice to the employees of the District informing them of these matters, which though not required by law will be copied to the Executive Board of the City's IAFF local. The District agrees this process will be completed no later than December 31, 2010, and further agrees that if this is not accomplished

by this date, it will remain responsible to provide primary emergency fire and medical service in the Annexation Area as provided in Section 1 herein.

(b) It is the intent of the parties, with the participation of each party's respective union, to negotiate a collective bargaining agreement that will address all matters related to the transfer of employee's from the District to the City. In the event these negotiations do not provide guidance to the City and the District on relevant matters in a timely manner, which determination of timeliness will be made at the sole but reasonably exercised discretion of each, then the parties agree that state law will govern as provided below. If anything recited in this section impermissibly conflicts with state law, state law will govern.

(c) Pursuant to RCW 35A.14.485 and 35.13.215, if at the time of the Annexation any employee of the District was employed exclusively or principally performing the same powers, duties and functions as performed by the City's Fire Department and was terminated because of the Annexation, he or she may transfer employment to the Civil Service system of the City as provided in RCW 35.13.215, 35.13.225 and 35.13.235 so long as the employee can perform the duties and meet the minimum requirements of any position that needs to be filled by City.

(d) To accomplish this, as required by RCW 35A.14.485 and 35.13.225, the employee must file a written request with the City's Civil Service Commission, which should be sent to Commission Secretary Rod Lank in care of the City of Kirkland, whose address is 505 Market Street, Kirkland, WA 98033. The employee must also give written notice to the Commissioners of the District. Upon receipt of the request, so long as all of the aforementioned conditions have been met, the transfer of employment to the Civil Service system will be made.

(e) Thereafter, as required by 35A.14.485, 35.13.225, needed employees shall be taken in order of seniority and the remaining employees who transfer as provided in this section and RCW 35.10.360 and 35.10.370 shall head the list for employment in the civil service system in order of their seniority, to the end that they shall be the first to be reemployed in the code city fire department when appropriate positions become available. Employees who are not immediately hired by the code city shall be placed on a reemployment list for a period not to exceed thirty-six months unless a longer period is authorized by an agreement reached between the collective bargaining representatives of the employees of the annexing and annexed fire agencies and the annexing and annexed fire agencies.

(f) After assuming primary service in the annexation area, as required by 35A.92.050 and for the period of time therein required, the City will maintain fire protection and emergency services response times in the newly annexed areas

consistent with response times recorded prior to the annexation as defined in the previous annual report for the District and as reported in RCW 52.33.040 and as determined by the City. However, if the City is unable to do so, the transfer of firefighters from the annexed fire protection district as a direct result of the annexation must occur as outlined in RCW 35A.14.485.

(g) Upon transfer, the employee is entitled to the rights, benefits and privileges to which he or she was entitled as an employee of the District as provided in 35A.14.485 and 35.13.225 unless upon transfer an agreement for different terms of transfer are reached between the collective bargaining representatives of the transferring employees and the City and District. In the event the transferring employees receive the rights, benefits and privileges provided by those statutes, those rights, benefits and privileges are subject to collective bargaining at the end of the current bargaining period for the jurisdiction to which the employee has transferred. RCW 35A.14.485(4) and 35.13.225(3).

**4. Indebtedness/Liabilities.** The real property within the Annexation Area shall not be liable for any of the District's outstanding indebtedness, bonded or otherwise. Though RCW 35A.14.500 would otherwise require the real property to remain liable, that obligation was satisfied by deducting the value of the outstanding liability for the property in the Annexation Area from the payment that will be due under Section 2 above. Further, the District shall remain solely liable for all payments required to be made as a result of such indebtedness and for any other claims arising out of the Annexation Area before the effective date of the annexation.

**5. Term.** The term of this agreement shall be from the date hereof and shall terminate when all of its obligations have been fulfilled except for the provision regarding indemnification below.

**6. Indemnification.** The District shall defend, indemnify and hold the City and its agents, employees, and/or officers, harmless from any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the District's, its agents, employees, and/or officers, performance or failure to perform any aspect of this Agreement.

The City shall defend, indemnify and hold the District and its agents, employees, and/or officers, harmless from any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the District arising out of, in connection with, or incident to the execution of this Agreement and/or the City's, its agents, employees, and/or officers, performance or failure to perform any aspect of this Agreement.

If such claims are caused by or result from the concurrent negligence of the City or its agents, employees, and/or officers, and the District or its agents, employees, and/or officers, then these indemnity provisions shall be valid and enforceable only to the extent of the negligence of the indemnifying party; provided that nothing herein shall require either party to hold harmless or defend the other party or the other party's agents, employees and/or officers from any claims arising from the sole negligence of the other party, or its agents, employees, and/or officers.

By virtue of this provision, the parties shall not be deemed to have waived their immunity pursuant to Title 51 RCW, and nothing contained in this agreement shall be construed so as to operate as a waiver.

The provisions of this Indemnification Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**7. Compliance with laws.** The parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein. However, to the extent allowed by law, the parties agree the provisions of this Agreement shall supersede such provisions.

**8. Assignment.** The parties shall not assign this Agreement or any interest, obligation or duty therein without the express written consent of the other party. However, the District agrees its consent is not required if the City assigns the agreement to any regional fire authority created by the City.

**9. Attorneys fees.** If either party shall be required to bring any action to enforce any provision of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall substantially prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorney's fees in the trial court and in any appellate courts.

**10. Notices.** All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To the City

To the District

Attn:

Attn:

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

## **11. Miscellaneous.**

- A. All of the terms in this Agreement shall extend to and bind the legal successors and assigns of the parties hereto.
- B. This Agreement is made and shall be construed in accordance with the laws of the State of Washington. Jurisdiction and venue for any action arising out of this Agreement shall be in King County, Washington.
- C. No separate legal entity is hereby created.
- D. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the terms herein contained nor to give any such third party a cause of action on account of any nonperformance hereunder.
- E. No joint oversight and administration board is created hereby.
- F. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a final decision of any court having jurisdiction on the matter, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect, unless either party determines that such invalidity or unenforceability materially interferes with or defeats the purposes hereof, at which time either party shall have the right to terminate the Agreement.
- G. This Agreement constitutes the final and completely integrated agreement between the parties on its subject matter.
- H. No modifications or amendments of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
- I. Copies of this Agreement shall be filed with the King County Auditor's Office by the City.
- J. Each party has had opportunity to consult with counsel in connection with this Agreement. Each of the provisions of this Agreement represents the combined work product of both parties hereto. Therefore, no presumption or other rules of construction which would interpret the

provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

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

**CITY OF KIRKLAND**

**WOODINVILLE FIRE & RESCUE**

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

\_\_\_\_\_  
Clint Olson  
Board of Fire Commissioners, Position 1

\_\_\_\_\_  
Robert Miller  
Board of Fire Commissioners, Position 2

\_\_\_\_\_  
Timothy Osgood, Board Vice Chair  
Board of Fire Commissioners, Position 3

\_\_\_\_\_  
Kevin Coughlin  
Board of Fire Commissioners, Position 4

\_\_\_\_\_  
Randy Ransom, Board Chair  
Board of Fire Commissioners, Position 5

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
District Counsel



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

---

### MEMORANDUM

**To:** Kurt Triplett, City Manager Quasi-Judicial

**From:** Eric Shields, Planning Director  
Tony Leavitt, Associate Planner

**Date:** October 20, 2010

**Subject:** LAKE VIEW MANOR PLANNED UNIT DEVELOPMENT PERMIT, PCD FILE NO. ZON10-00017

### **RECOMMENDATION**

Consider the Preliminary PUD and Final PUD applications and the Hearing Examiner recommendation, and direct staff to return to the November 16<sup>th</sup> Council meeting with an ordinance to either:

- Grant the application as recommended by the Hearing Examiner; or
- Modify and grant the application; or
- Deny the application.

Option to adopt resolution on November 1st: Under the Council Rules of Procedure, Section 26, the City Council shall consider a Process IIB application at one meeting and vote on the application at the next or a subsequent meeting. The City Council may, by a vote of at least five members, suspend the rule to vote on the matter at the next meeting and vote on the application at this meeting.

In the alternative, the Council may direct that the application be considered at a reopening of the hearing before the Hearing Examiner and specify the issues to be considered at the hearing.

### **RULES FOR CITY COUNCIL CONSIDERATION**

The City Council shall consider the Zoning Permit application based on the record before the Hearing Examiner and the recommendation of the Hearing Examiner. Process IIB does not provide for testimony and oral arguments. However, the City Council in its discretion may ask questions of the applicant and staff regarding facts in the record, and may request oral argument on legal issues.

## **BACKGROUND DISCUSSION**

### **Proposal**

Todd Kilburn of Kilburn Architects, representing the Lake View Manor Condominium Home Owners Association, has applied for a Preliminary and Final Planned Unit Development permit to allow an additional unit within an existing condominium development. The existing development contains 11 dwelling units and 1 common use unit. The PUD permit would allow the common use unit to be converted into another dwelling unit by increasing the allowed density on the subject property from 11 units to 12 units. The applicant is proposing the installation of a public community bench area along Lake Washington Boulevard and the installation of landscaping on the hillside above Lake Washington Boulevard as specifically identified PUD Benefits.

### **Public Hearing**

The Hearing Examiner held an open record public hearing on September 30, 2010 (see Enclosure 2 for minutes). City Staff and Larry Christensen of the Lake View Manor Homeowner Association Board testified during the hearing.

On October 5, 2010, the Hearing Examiner recommended approval of the application with conditions per Staff's recommendation (see Enclosure 1).

## **ENCLOSURES**

1. Hearing Examiner Recommendation and Exhibits
2. Hearing Examiner Hearing Minutes

**CITY OF KIRKLAND  
HEARING EXAMINER FINDINGS,  
CONCLUSIONS AND RECOMMENDATION**

---

**APPLICANT:** Todd Kilburn, on behalf of Lake View Manor Condominium Home Owners Association

**FILE NO:** ZON10-00017

**APPLICATION**

1. **Site Location:** 725 1<sup>st</sup> Street South
2. **Request:** The Applicant seeks a permit for a preliminary and final planned unit development to allow an additional unit within an existing condominium development. The existing development contains 11 dwelling units and one common use unit. The PUD permit would allow a common use unit to be converted to another dwelling unit by increasing the allowed density on the subject property from 11 units to 12 units.
3. **Review Process:** Process IIB, the Hearing Examiner conducts a public hearing and makes a recommendation to the City Council, which makes a final decision.
4. **Key Issues:**
  - Compliance with the criteria for PUD approval; and
  - Compliance with Process IIB Zoning Permit Approval Criteria

**SUMMARY OF RECOMMENDATIONS:**

Department of Planning and Community Development: Approve with conditions  
Hearing Examiner: Approve with conditions

**PUBLIC HEARING:**

The Hearing Examiner held a public hearing on the applications at 9:00 a.m. September 30, 2010 in the Council Chamber, City Hall, 123 Fifth Avenue, Kirkland, Washington. A verbatim recording of the hearing is available in the City Clerk's office. The minutes of the hearing and the exhibits are available for public inspection in the Department of Planning and Community Development. The Examiner visited the site prior to the hearing.

**COMMENT:**

Comments by the following persons, who offered sworn testimony at the hearing, are summarized in the minutes of the hearing:

From the City:

Tony Leavitt, Project Planner

From the Applicant:

Larry Christensen, Homeowner Association  
Board Member

**FINDINGS, CONCLUSIONS AND RECOMMENDATION:**

After considering the evidence in the record and inspecting the site, the Examiner enters the following findings of fact and conclusions:

The Findings of Fact and Conclusions set forth in Section II of Exhibit A, the Department's Staff Advisory Report, are accurate, complete and supported by the record. Accordingly, they are adopted by reference as the Hearing Examiner's Findings and Conclusions.

**Recommendation:**

Based upon the foregoing findings of fact and conclusions, the Hearing Examiner recommends that the Council approve the Preliminary and Final PUD, subject to the four conditions set forth in Section I.B of Exhibit A.

Entered this 5<sup>th</sup> day of October, 2010.

---

Sue A. Tanner  
Hearing Examiner

**EXHIBITS:**

The following exhibits were offered and entered into the record at the public hearing:

- A. Department of Planning and Community Development Staff Advisory Report dated September 30, 2010 , with 7 attachments

**PARTIES OF RECORD:**

Todd Kilburn, 1661 E. Olive Way, Suite 200, Seattle Washington 98102  
Larry Christensen, c/o Lake View Manor Homeowners Association, 725 1st Street South,  
Kirkland, WA 98033

Department of Planning and Community Development  
Department of Public Works  
Department of Building and Fire Services

## **SUBSEQUENT MODIFICATIONS**

Modifications to the approval may be requested and reviewed pursuant to the applicable modification procedures and criteria in effect at the time of the requested modification.

## **CHALLENGES AND JUDICIAL REVIEW**

The following is a summary of the deadlines and procedures for challenges and appeals. Any person wishing to file or respond to a challenge or appeal should contact the Planning Department for further procedural information.

### **A. CHALLENGE**

Section 152.85 of the Zoning Code allows the Hearing Examiner's recommendation to be challenged by the applicant or any person who submitted written or oral comments or testimony to the Hearing Examiner. A party who signed a petition may not challenge unless such party also submitted independent written comments or information. The challenge must be in writing and must be delivered, along with any fees set by ordinance, to the Planning Department by 5:00 p.m., \_\_\_\_\_, seven (7) calendar days following distribution of the Hearing Examiner's written recommendation on the application. Within this same time period, the person making the challenge must also mail or personally deliver to the applicant and all other people who submitted comments or testimony to the Hearing Examiner, a copy of the challenge together with notice of the deadline and procedures for responding to the challenge.

Any response to the challenge must be delivered to the Planning Department within seven (7) calendar days after the challenge letter was filed with the Planning Department. Within the same time period, the person making the response must deliver a copy of the response to the applicant and all other people who submitted comments or testimony to the Hearing Examiner.

Proof of such mail or personal delivery must be made by affidavit, available from the Planning Department. The affidavit must be attached to the challenge and response letters, and delivered to the Planning Department. The challenge will be considered by the City Council at the time it acts upon the recommendation of the Hearing Examiner.

### **B. JUDICIAL REVIEW**

Section 152.110 of the Zoning Code allows the action of the City in granting or denying this zoning permit to be reviewed in King County Superior Court. The petition for review must be filed within twenty-one (21) calendar days of the issuance of the final land use decision by the City.

**LAPSE OF APPROVAL**

Under Section 152.115 of the Zoning Code, the applicant must submit to the City a complete building permit application approved under Chapter 152, within four (4) years after the final approval on the matter, or the decision becomes void; provided, however, that in the event judicial review is initiated per Section 152.110, the running of the four years is tolled for any period of time during which a court order in said judicial review proceeding prohibits the required development activity, use of land, or other actions. Furthermore, the applicant must substantially complete construction approved under Chapter 152 and complete the applicable conditions listed on the Notice of Approval within six (6) years after the final approval on the matter, or the decision becomes void.



**CITY OF KIRKLAND**

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

**ADVISORY REPORT  
 FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS**

**To:** Kirkland Hearing Examiner

**From:** \_\_\_\_\_ Tony Leavitt, Project Planner  
 \_\_\_\_\_ Eric R. Shields, AICP, Planning Director

**Date:** September 23, 2010

**File:** Lake View Manor Planned Unit Development (PUD), ZON10-00017

**Hearing Date and Place:** September 30, 2010  
 City Hall Council Chamber  
 123 Fifth Avenue, Kirkland

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## **I. INTRODUCTION**

### **A. APPLICATION**

1. Applicant: Todd Kilburn of Kilburn Architects representing the Lake View Manor Condominium Home Owners Association
2. Site Location: 725 1<sup>st</sup> Street South (see Attachment 1)
3. Request: Preliminary and Final Planned Unit Development permit to allow an additional unit within an existing condominium development. The existing development contains 11 dwelling units and 1 common use unit. The PUD permit would allow the common use unit to be converted into another dwelling unit by increasing the allowed density on the subject property from 11 units to 12 units (see Attachment 2).
4. Review Process: Process IIB, Hearing Examiner conducts public hearing and makes recommendation; City Council makes final decision.
5. Summary of Key Issues and Conclusions:
  - a. Compliance with PUD Approval Criteria (see Section II.D.1)
  - b. Compliance with Process IIB Zoning Permit Approval Criteria (see Section II.D.2)

### **B. RECOMMENDATIONS**

Based on Statements of Fact and Conclusions (Section II), and Attachments in this report, we recommend approval of this application subject to the following conditions:

1. This application is subject to the applicable requirements contained in the Kirkland Municipal Code, Zoning Code, and Building and Fire Code. It is the responsibility of the applicant to ensure compliance with the various provisions contained in these ordinances. Attachment 4, Development Standards, is provided in this report to familiarize the applicant with some of the additional development regulations. This attachment does not include all of the additional regulations.
2. As part of the building permit application, the applicant shall submit plans that include the installation of 2 additional parking stalls (see Conclusion II.E.2).
3. Prior to issuance of the building permit application, the applicant shall submit a signed right-of-way improvement easement (see Conclusion II.D.1.d)
4. Prior to final inspection of the building permit, the applicant shall complete installation of the proposed landscaping of the hillside and provide a final as-built landscape plan and a signed landscape maintenance agreement to maintain and replace all landscaping that is being proposed as a PUD public benefit (see Conclusion II.D.1.d).

## II. FINDINGS OF FACT AND CONCLUSIONS

### A. SITE DESCRIPTION

1. Site Development and Zoning:

a. Facts:

- (1) Size: 38,938 square feet (.89 acres)
- (2) Land Use: The property contains 11 multi-family stacked dwelling units and 1 common use unit.
- (3) Zoning: The subject property is zoned Residential Multi-family (RM) 3.6 (1 unit per 3,600 square feet), which is a medium density residential zone. The allowed base density for the subject property is of 10.8 units. Pursuant to KZC Section 125.30 (PUD Density), the applicant is seeking to increase the allowed density to 110% of the allowed base density.
- (4) Terrain: The subject property has a significant slope on the western half of the property. The existing condominium building is located on the flat eastern half.
- (5) Vegetation: Existing significant vegetation will not be impacted by the proposal.

b. Conclusions:

- (1) Size, land use, terrain, and vegetation are not relevant factors in the review of this application.
- (2) Zoning is a relevant factor in the review of this application as the applicant is proposing to increase the allowed density thru the Planned Unit Development permit application.

2. Neighboring Development and Zoning:

a. Facts: The neighboring properties are zoned as follows and contain the following uses:

**East, North, & South:** RM 3.6. Properties are developed with attached and stacked dwelling unit uses.

**West:** WD I and P. Properties are developed with stacked dwelling units and park (David E Brink Park) uses.

b. Conclusion: Development and zoning of neighboring properties is not a relevant factor in the review of this application.

**B. HISTORY**

1. Facts: According to applicant (see Attachment 2) and submitted building permit drawings, the existing structure was originally constructed in the mid-1980's as an 11 dwelling unit development. The developer built a 12<sup>th</sup> unit on the main floor for common use by the 11 dwelling unit owners.
2. Conclusion: The previously approved building permit is relevant in the review of the current application.

**C. PUBLIC COMMENT**

The initial public comment period ran from August 11, 2010 until September 2, 2010. The Planning Department received no comments during the initial comment period or prior to the drafting of this memorandum.

**D. APPROVAL CRITERIA**

1. Planned Unit Development (PUD)
  - a. KZC Chapter 125 Requirements
    - (1) Facts: KZC Chapter 125 establishes three decisional criteria with which the proposed PUD request must comply in order to be granted. The applicant's response to these criteria can be found in Attachment 2. Sections II.F.2.b through 2.d contain staff's findings of fact and conclusions based on these three criteria.
    - (2) Conclusions: Based on the following analysis, the application meets the established criteria for approval of a Preliminary and Final PUD.
  - b. PUD Criterion 1: The proposed PUD must meet the requirements of Zoning Code Chapter 125.
    - (1) Facts:
      - (a) KZC Chapter 125 sets forth the procedures by which a PUD is to be reviewed, criteria for PUD approval, the Zoning Code provisions that may be modified through a PUD, and PUD density provisions.
      - (b) The proposal is being reviewed through the process established by Chapter 125.
      - (c) Staff finds that the proposal meets the criteria for PUD approval (see the following sections).
      - (d) The proposal meets PUD density requirements (see Conclusion II.E.1).
    - (2) Conclusion: The proposed PUD is consistent with the requirements of KZC Chapter 125.

- c. PUD Criterion 2: Any adverse impacts or undesirable effects of the proposed PUD are clearly outweighed by specifically identified benefits to the residents of the city.
- (1) Facts:
- (a) The applicant is seeking to increase the number of dwelling units on the subject property from 11 to 12 units.
  - (b) The proposed dwelling unit will be located within an existing building. There is no need to expand or alter the size of the building to accommodate the dwelling unit. Additional required parking can be accommodated on the subject property.
  - (c) The addition of one unit will generate minimal vehicle trips. The applicant will be required to pay traffic and park impact fees as part of the building permit issuance.
  - (d) The applicant is proposing the installation of a public community bench area along Lake Washington Boulevard and the installation of landscaping on the hillside above Lake Washington Boulevard (see Attachments 2 and 3).
- (2) Conclusions: The adverse impacts or undesirable effects of the proposed PUD have been minimized by a locating the proposed dwelling unit within an existing building, the installation of onsite parking stalls, and the future payment of impact fees. Additionally the applicant is mitigating these impacts thru specifically identified PUD benefits including the installation of a public community bench area and the installation of landscaping on the hillside above Lake Washington Boulevard.
- d. PUD Criterion 3: The applicant is providing one or more of the following benefits to the City as part of the proposed PUD:
- The applicant is providing public facilities that could not be required by the City for development of the subject property without a PUD.
  - The proposed PUD will preserve, enhance or rehabilitate natural features of the subject property such as significant woodlands, wildlife habitats or streams that the City could not require the applicant to preserve, enhance, or rehabilitate through development of the subject property without a PUD.
  - The design of the PUD incorporates active or passive solar energy systems.
  - The design of the proposed PUD is superior in one or more of the following ways to the design that would result from development of the subject property without a PUD:
    - Increased provision of open space or recreational facilities
    - Superior circulation patterns or location or screening of parking facilities

- Superior landscaping, buffering, or screening in or around the proposed PUD
  - Superior architectural design, placement, relationship or orientation of structure(s)
  - Minimum use of impervious surfacing materials
- (1) Facts: The applicant is proposing the following benefits to the City as part of the proposed PUD:
- (a) Installation of a community bench area along Lake Washington Boulevard that will be available for use by all residents of Kirkland. The seating area will have a view of Lake Washington and David Brink Park to the west.
  - (b) The hillside between the condominium building and Lake Washington Boulevard will be cleared of existing invasive species, grasses, and weeds. The applicant is proposing the installation of new landscaping to rehabilitate the existing hillside (see Attachment 3).
  - (c) If an applicant is proposing the installation of a public bench as a PUD public benefit, the City requires that the applicant submit a signed right-of-way improvement easement to ensure that the bench is continuously available for public use (see Attachment 5).
  - (d) If an applicant is proposing the installation of landscaping as a PUD public benefit, the City requires that the applicant submit a signed landscape maintenance agreement to ensure that the landscaping is maintained in perpetuity (see Attachment 6).
- (2) Conclusions:
- (a) Considering the minimal impact of adding the additional dwelling unit, the proposed PUD provides a sufficient number of benefits to the City. The PUD will benefit the city by providing a community bench area along Lake Washington Boulevard and rehabilitating the existing the hillside above the Boulevard.
  - (b) Prior to issuance of the building permit application, the applicant should submit a signed right-of-way improvement easement.
  - (c) Prior to final inspection of the building permit, the applicant should complete installation of the proposed landscaping of the hillside and provide a final as-built landscape plan and a signed landscape maintenance agreement to maintain and replace all landscaping that is being proposed as a PUD public benefit.

2. Process IIB Zoning Permit

- a. Facts: Zoning Code section 152.70.3 states that a Process IIB application may be approved if:
- (2) It is consistent with all applicable development regulations and, to the extent there is no applicable development regulation, the Comprehensive Plan; and
  - (3) It is consistent with the public health, safety, and welfare.
- a. Conclusion: The proposal complies with the criteria in section 152.70.3. It is consistent with all applicable development regulations (see Section II.E) and the Comprehensive Plan (see Section II.F). In addition, it is consistent with the public health, safety, and welfare because the project will provide the City with an additional housing unit while meeting the goals of the Comprehensive Plan for this neighborhood (see section II.F).

**E. DEVELOPMENT REGULATIONS**1. Densitya. Facts:

- (1) The subject property has a total lot area of 38,938 square feet.
- (2) KZC section 125.30.1 states the maximum permitted residential density is the greater of that recommended by the Comprehensive Plan or 110 percent of that permitted in the zone in which the PUD is located.
- (3) The Comprehensive Plan recommends 12 dwelling units per acre or 10.73 units for this subject property.
- (4) Based on the total lot area of 38,938 square feet, the permitted residential density for the subject property is 10.73 units. 110 percent of the permitted density in the RM 3.6 zone is 11.90 units. KZC Section 115.125 states that if the unit calculation results in a fraction above 0.66, the number shall be rounded up. As a result, the allowed density is 12 units.

- b. Conclusions: The proposed density is allowed pursuant to Kirkland Zoning Code section 125.30 if the PUD is approved.

2. Required Parkinga. Facts:

- (1) The subject property contains a total of 25 parking stalls for the existing 11 units.
- (2) KZC Section 20.10.020 requires 1.7 parking stalls per unit. Additionally, KZC Section 105.20 requires 0.5 stalls per unit for guest parking.
- (3) The proposed 12 unit development will require a total of 27 parking stalls. The applicant is proposing a total of 28 parking stalls.

- b. Conclusion: As part of the building permit application, the applicant should submit plans that include the installation of 2 additional parking stalls.

#### **F. COMPREHENSIVE PLAN**

- 1. Fact:
  - a. The subject property is located within the Moss Bay neighborhood. The Moss Bay Neighborhood Land Use Map designates the subject property for multi-family at 12 units per acre (see Attachment 7).
  - b. The applicant is proposing to increase the allowed density pursuant to KZC Chapter 125.30.1.
- 2. Conclusion: The proposal is consistent with the multi-family designation within the Comprehensive Plan.

#### **G. DEVELOPMENT STANDARDS**

- 1. Fact: Additional comments and requirements placed on the project are found on the Development Standards, Attachment 4.
- 2. Conclusion: The applicant should follow the requirements set forth in Attachment 4.

### **III. SUBSEQUENT MODIFICATIONS**

Modifications to the approval may be requested and reviewed pursuant to the applicable modification procedures and criteria in effect at the time of the requested modification.

### **IV. CHALLENGES AND JUDICIAL REVIEW**

The following is a summary of the deadlines and procedures for challenges and appeals. Any person wishing to file or respond to a challenge or appeal should contact the Planning Department for further procedural information.

#### **A. CHALLENGE**

Section 152.85 of the Zoning Code allows the Hearing Examiner's recommendation to be challenged by the applicant or any person who submitted written or oral comments or testimony to the Hearing Examiner. A party who signed a petition may not challenge unless such party also submitted independent written comments or information. The challenge must be in writing and must be delivered, along with any fees set by ordinance, to the Planning Department by 5:00 p.m., \_\_\_\_\_, seven (7) calendar days following distribution of the Hearing Examiner's written recommendation on the application. Within this same time period, the person making the challenge must also mail or personally deliver to the applicant and all other people who submitted comments or testimony to the Hearing Examiner, a copy of the challenge together with notice of the deadline and procedures for responding to the challenge.

Any response to the challenge must be delivered to the Planning Department within seven (7) calendar days after the challenge letter was filed with the Planning Department. Within the same time period, the person making the response must deliver a copy of the response to the applicant and all other people who submitted comments or testimony to the Hearing Examiner.

Proof of such mail or personal delivery must be made by affidavit, available from the Planning Department. The affidavit must be attached to the challenge and response letters, and delivered

to the Planning Department. The challenge will be considered by the City Council at the time it acts upon the recommendation of the Hearing Examiner.

## **B. JUDICIAL REVIEW**

Section 152.110 of the Zoning Code allows the action of the City in granting or denying this zoning permit to be reviewed in King County Superior Court. The petition for review must be filed within twenty-one (21) calendar days of the issuance of the final land use decision by the City.

## **V. LAPSE OF APPROVAL**

- A.** Under Section 152.115 of the Zoning Code, the applicant must submit to the City a complete building permit application approved under Chapter 152, within four (4) years after the final approval on the matter, or the decision becomes void; provided, however, that in the event judicial review is initiated per Section 152.110, the running of the four years is tolled for any period of time during which a court order in said judicial review proceeding prohibits the required development activity, use of land, or other actions. Furthermore, the applicant must substantially complete construction approved under Chapter 152 and complete the applicable conditions listed on the Notice of Approval within six (6) years after the final approval on the matter, or the decision becomes void.

## **VI. APPENDICES**

Attachments 1 through 7 are attached.

1. Vicinity Map
2. Development Plans
3. Landscape Plan
4. Development Standards
5. Right-of-way Improvement Easement
6. Maintenance and Retention Agreement for Trees and Required Landscaping
7. Moss Bay Neighborhood Land Use Map

## **VII. PARTIES OF RECORD**

Applicant: Todd Kilburn, 1661 E. Olive Way, Suite 200, Seattle, WA 98102  
Property Owner: Larry Christensen, c/o Lake View Manor HOA, 725 1<sup>st</sup> Street South, Kirkland, WA 98033  
Department of Planning and Community Development  
Department of Public Works  
Department of Building and Fire Services

A written recommendation will be issued by the Hearing Examiner within eight calendar days of the date of the open record hearing.

**LAKE VIEW MANOR PUD  
ZON10-00017**

David E.  
Brink Park

**P**

*Lake Washington*

**RS 5.0**

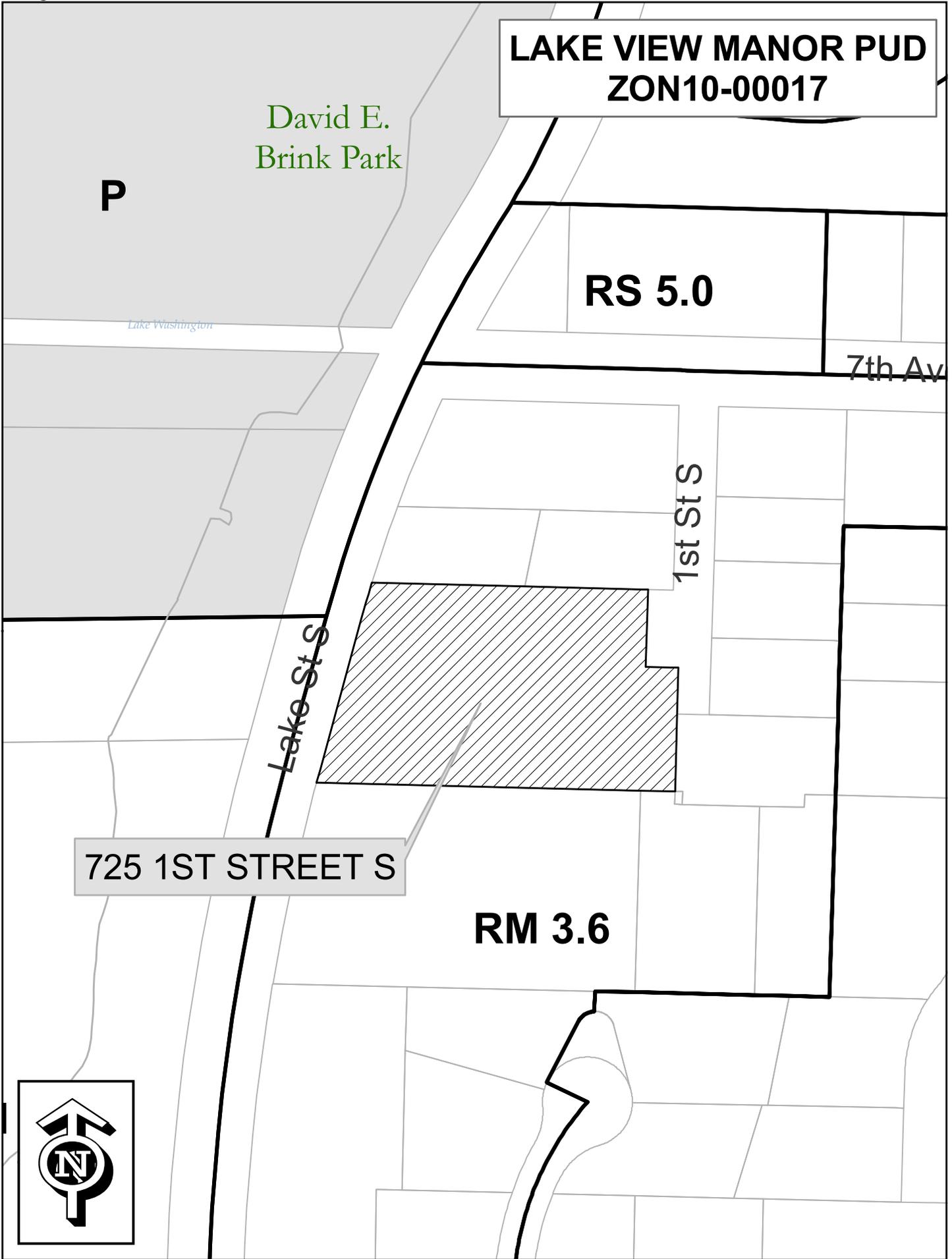
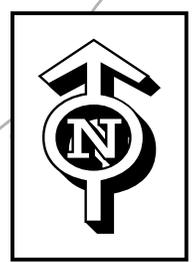
7th Av

1st St S

Lake St S

725 1ST STREET S

**RM 3.6**



23 June 2010

Mr. Tony Leavitt  
Planner  
Kirkland Planning and Community Development  
123 Fifth Avenue  
Kirkland, WA 98033

RE: Lakeview Manor Condominiums PUD Permit  
725 1<sup>st</sup> Street South  
Kirkland, WA 98033  
Tax Parcel Number: 409850-0000

Dear Mr. Leavitt:

A brief summary of our proposed PUD submittal:

The zoning code allows eleven (11) residential units on the existing site. Eleven (11) residential units were originally approved by the City of Kirkland and constructed in the mid 1980's. The developer built a 12<sup>th</sup> unit on the main floor for common use by the eleven (11) condominium owners. The Condominium Association proposes a Planned Unit Development (PUD) project in order to allow up to 110% of the allowed density that would give them the ability to have, convert and sell the 12<sup>th</sup> condominium unit. Recently it has come to light that the condominium has had sewer water intrusion issues that have compromised the structural integrity of the building. The conversion of the common space into a residential unit and future sale will help them offset the high costs of the imminent building envelope remediation project. There will be three (3) additional parking stalls created on-site to comply with current parking standards.

KZC 125.35 Compliance:

1. The proposed PUD meets the requirements of this chapter.
2. There are no adverse impacts or undesirable effects of the proposed PUD. The proposed unit is within the existing footprint of the building. There is no need to expand or alter the size of the existing building to increase the density. Code required parking is available on-site. The Association proposes to create a community amenity and visually improve the portion of the site that can be viewed by the community. By adding a community area (a proposed bench) and landscaping the hillside (west half of the property towards Lake Washington Boulevard) the community and site is enhanced.
3. The applicant is providing one or more of the following benefits to the City as part of the proposed PUD:
  - a. The proposed public facility is a bench community area along Lake Washington Boulevard beneath the site.  
The proposed PUD will preserve, enhance or rehabilitate natural features of the site by landscaping the hillside (west half of the property). The Association will enter into a long-term maintenance agreement with the City to ensure the hillside will remain an aesthetically pleasing landscaped area.

- b. N/A
- c. N/A
- 4. N/A

Sincerely,

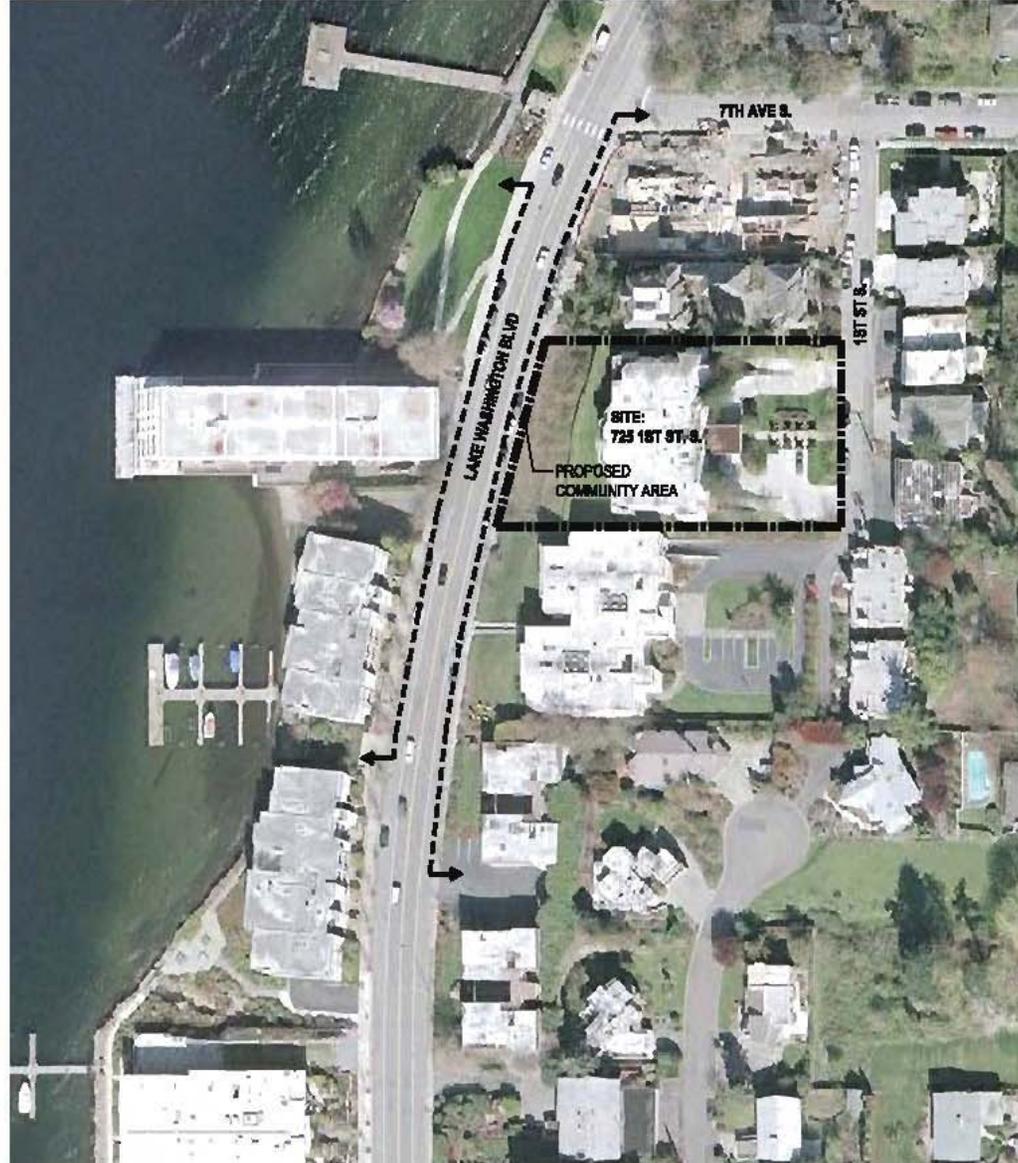
H. Todd Kilburn AIA  
Kilburn Architects LLC



2 WEST ELEVATION



3 NORTH-WEST ELEVATION



1 AERIAL PHOTO



**KILBURN**  
ARCHITECTS LLC

1881 East Olive Way  
Suite 200  
Seattle, WA 98102

Tel: 206.682.6211  
Fax: 206.682.1403

[www.kilburnarchitects.com](http://www.kilburnarchitects.com)

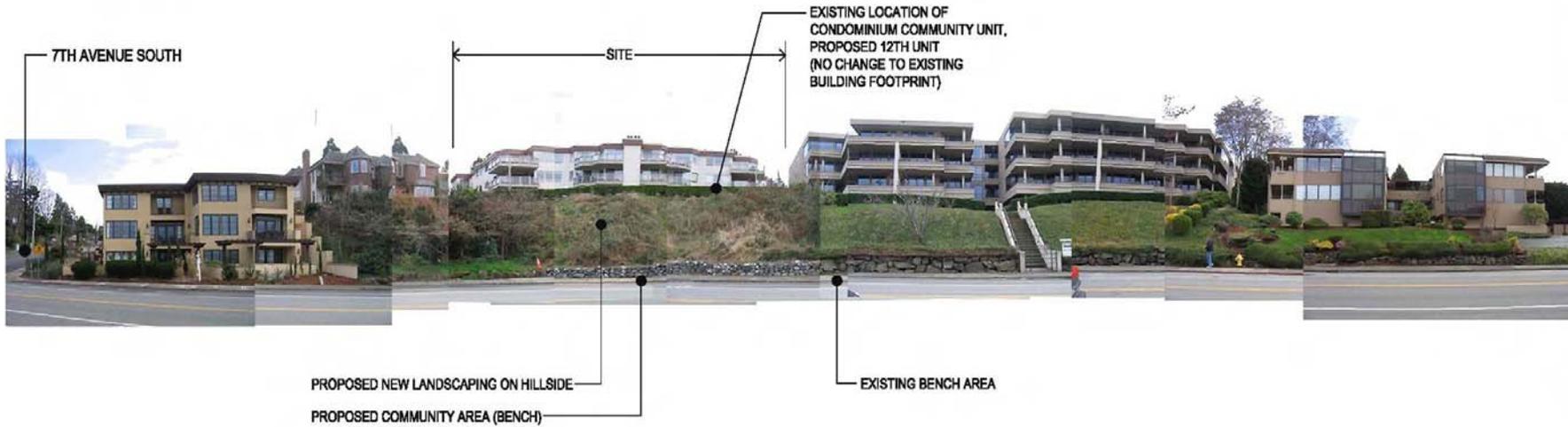
**Lake View  
Manor**

725 1st Street South  
Kirkland, WA 98033

Release	Date
Pre-Substantial Conference	05.18.2010
PLD Permit Submittal	06.23.2010

**AERIAL PHOTOS &  
SITE PHOTOS**

**A1**



1 LAKE WASHINGTON BLVD (EAST VIEW)



2 LAKE WASHINGTON BLVD (WEST VIEW)



**KILBURN**  
ARCHITECTS LLC

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Fax: 206.882.1403

[www.kilburnarchitects.com](http://www.kilburnarchitects.com)

Lake View  
Manor

725 1st Street South  
Kirkland, WA 98033

Release	Date
Pre-Submittal Conference	03.18.2010
PUD Permit Submittal	08.23.2010

STREET VIEW  
PHOTOS

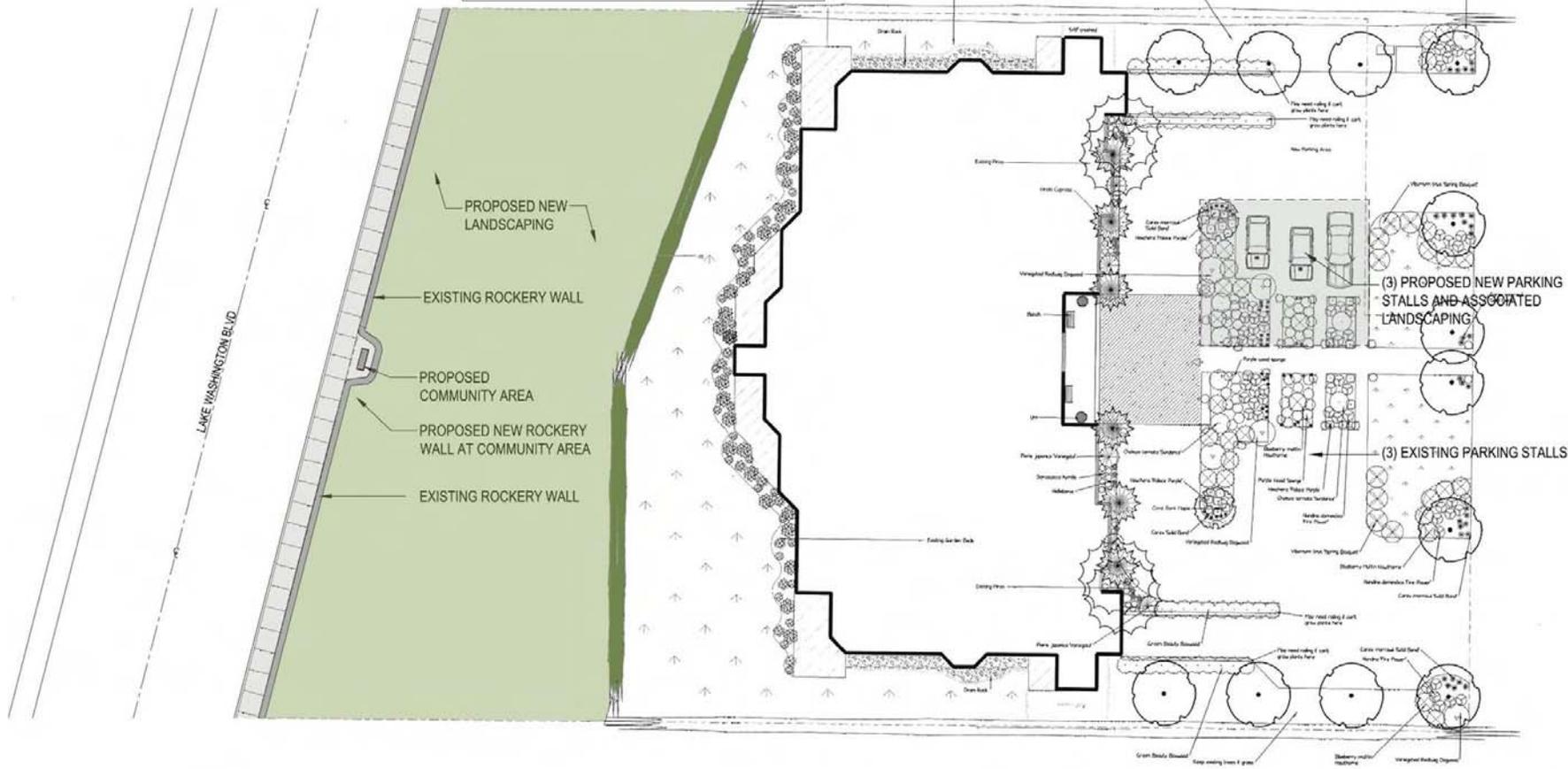
A2

**PARKING CALCULATIONS:**

1.7 REQUIRED PARKING STALLS PER UNIT  
 + .5 UNIT  
 = 2.2 REQUIRED PARKING STALLS PER UNIT

12 UNITS x 2.2 = 26.4 OR 27 REQUIRED PARKING STALLS

22 EXISTING BELOW GROUND PARKING STALLS  
 3 EXISTING PARKING STALLS AT GRADE  
 3 PROPOSED PARKING STALLS AT GRADE  
 = 28 PARKING STALLS



**KILBURN**  
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 Fax: 206.682.1403

www.kilburnarchitects.com

**Lake View  
 Manor**

725 1st Street South  
 Kirkland, WA 98033

Release	Date
Pre-Submittal Conference	03.16.2010
PUD Permit Submittal	06.23.2010

**LANDSCAPE PLAN**

**1 LANDSCAPE PLAN**  
 N.T.S.



**A3**

**LEGAL DESCRIPTION**

LOTS 2 THRU 13 INCLUSIVE, COMMERCIAL APON TO KIRKLAND AS RECORDED IN VOL. 4 OF PLATS 1466, 77 RECORDED IN KING COUNTY WASHINGTON AND PORTION OF VACATED 1<sup>ST</sup> ST SOUTH ADJOINING.

7<sup>TH</sup> AVE SO.

**ADDRESS MUST BE POSTED**  
 THE ADDRESS NUMBERS MUST BE POSTED BEFORE FEELING. SIGNS TO BE MINIMUM 3 INCHES HIGH, ON A CONTRASTING BACKGROUND, AND VISIBLE FROM THE STREET. SECTION 21.88.020 KIRKLAND CODE.

MINIMUM 20' UNOBSTRUCTED WIDTH REQUIRED

CONCRETE RETAINMENT FOOTING FOR CONCRETE DRIVEWAY PAVED 4" ASPHALT 12" TO 100 MG. GRANITE

PROPOSED COMMUNITY AREA

PROPOSED 12TH UNIT (ON FIRST FLOOR - NO CHANGE TO EXISTING BUILDING FOOTPRINT. INTERIOR REMODEL ONLY.)

NOTE: SHADY PORTION TO BE EXISTING HOUSE AND GARAGE THAT WILL BE REMOVED.

NORTH

**1 EXISTING SITE PLAN**  
 N.T.S.



**KILBURN**  
 ARCHITECTS LLC

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 Suite 200  
 Seattle, WA 98102

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 Fax: 206.682.1403

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**Lake View Manor**

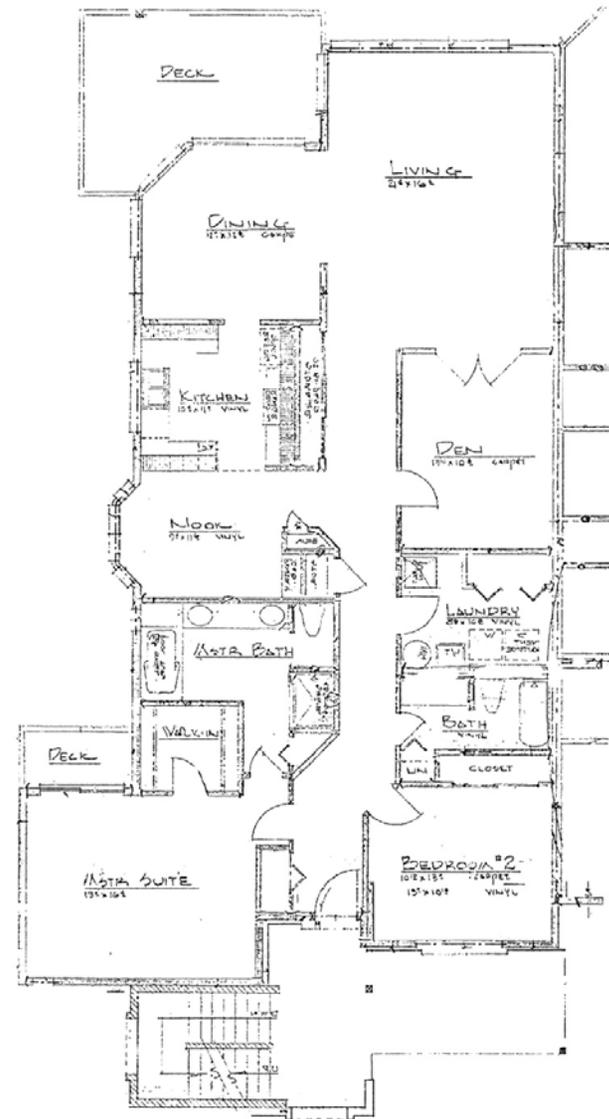
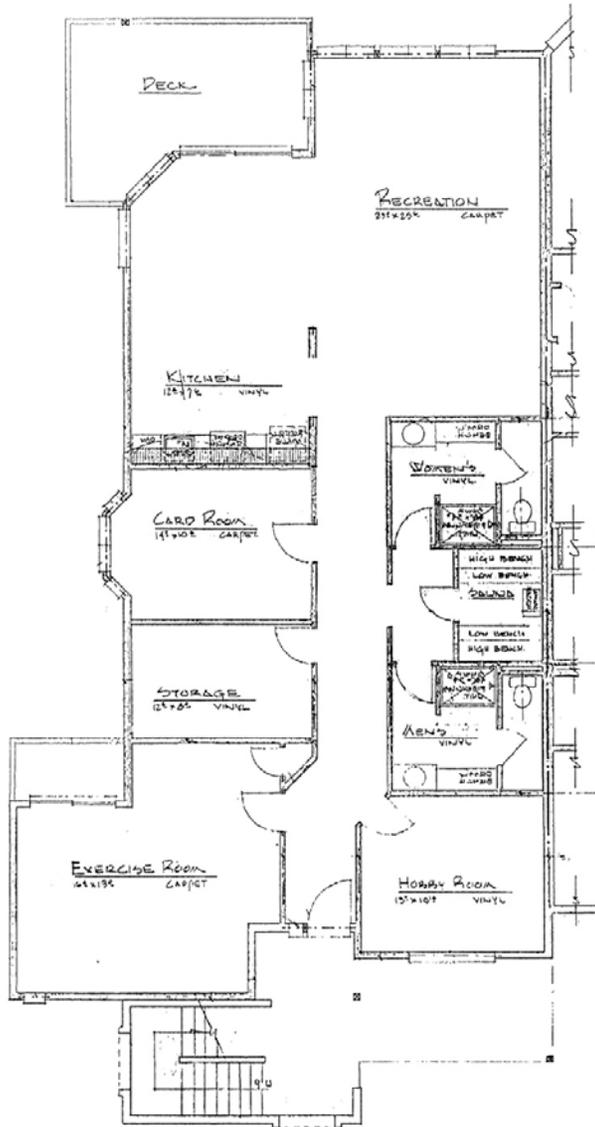
725 1st Street South  
 Kirkland, WA 98033

Release	Date
Pre-Submittal Conference	03.16.2010
PLD Permit Submittal	06.23.2010

**EXISTING SITE PLAN**

**A4**





**1** EXISTING 101 UNIT PLAN  
N.T.S.

**2** PROPOSED UNIT 101 PLAN - TO MATCH EXISTING UNIT ABOVE  
N.T.S.



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**Lake View  
Manor**

725 1st Street South  
Kirkland, WA 98033

Release	Date
Pre-Submittal Conference	03.18.2010
PLD Permit Submittal	06.23.2010

**UNIT 101 PLAN**

**A6**



**1** VIEW FROM SOUTH  
N.T.S.



**2** VIEW FROM SOUTH  
N.T.S.



**3** VIEW FROM WEST  
N.T.S.



**4** VIEW FROM NORTH  
N.T.S.



**5** VIEW FROM NORTH  
N.T.S.



**6** VIEW FROM ABOVE  
N.T.S.



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**Lake View  
Manor**

725 1st Street South  
Kirkland, WA 98033

Release	Date
Pre-Submittal Conference	03.18.2010
PUD Permit Submittal	06.23.2010

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**3D MODEL  
CONCEPTUAL  
DESIGN**

**A7**





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

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**DEVELOPMENT STANDARDS LIST**  
**FILE: LAKE VIEW MANOR PUD, ZON10-00017**

**ZONING CODE STANDARDS**

**95.51.2.a Required Landscaping.** All required landscaping shall be maintained throughout the life of the development. The applicant shall submit an agreement to the city to be recorded with King County which will perpetually maintain required landscaping. Prior to issuance of a certificate of occupancy, the proponent shall provide a final as-built landscape plan and an agreement to maintain and replace all landscaping that is required by the City.

**95.52 Prohibited Vegetation.** Plants listed as prohibited in the Kirkland Plant List shall not be planted in the City.

**105.20 Required Parking.** 27 parking spaces are required for this use.

**105.65 Compact Parking Stalls.** Up to 50% of the number of parking spaces may be designated for compact cars.

**105.60.2 Parking Area Driveways.** Driveways which are not driving aisles within a parking area shall be a minimum width of 20 feet.

**105.60.3 Wheelstops.** Parking areas must be constructed so that car wheels are kept at least 2' from pedestrian and landscape areas.

**105.77 Parking Area Curbing.** All parking areas and driveways, for uses other than detached dwelling units must be surrounded by a 6" high vertical concrete curb.

**115.25 Work Hours.** It is a violation of this Code to engage in any development activity or to operate any heavy equipment before 7:00 am. or after 8:00 pm Monday through Friday, or before 9:00 am or after 6:00 pm Saturday. No development activity or use of heavy equipment may occur on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. The applicant will be required to comply with these regulations and any violation of this section will result in enforcement action, unless written permission is obtained from the Planning official.

**115.75.2 Fill Material.** All materials used as fill must be non-dissolving and non-decomposing. Fill material must not contain organic or inorganic material that would be detrimental to the water quality, or existing habitat, or create any other significant adverse impacts to the environment.

**115.90 Calculating Lot Coverage.** The total area of all structures and pavement and any other impervious surface on the subject property is limited to a maximum percentage of total lot area. See the Use Zone charts for maximum lot coverage percentages allowed. Section 115.90 lists exceptions to total lot coverage calculations See Section 115.90 for a more detailed explanation of these exceptions.

**115.95 Noise Standards.** The City of Kirkland adopts by reference the Maximum Environmental Noise Levels established pursuant to the Noise Control Act of 1974, RCW 70.107. See Chapter 173-60 WAC. Any noise, which injures, endangers the comfort, repose, health or safety of persons, or in any way renders persons insecure in life, or in the use of property is a

violation of this Code.

**115.115.3.p HVAC and Similar Equipment:** These may be placed no closer than five feet of a side or rear property line, and shall not be located within a required front yard; provided, that HVAC equipment may be located in a storage shed approved pursuant to subsection (3)(m) of this section or a garage approved pursuant to subsection (3)(o)(2) of this section. All HVAC equipment shall be baffled, shielded, enclosed, or placed on the property in a manner that will ensure compliance with the noise provisions of KZC 115.95.

**115.115.5.b Driveway Setbacks.** For attached and stacked dwelling units in residential zones, driveways shall have a minimum 5' setback from all property lines except for the portion of any driveway, which connects with an adjacent street. Vehicle parking areas shall have a minimum 20-foot setback from all front property lines and meet the minimum required setbacks from all other property lines for the use.

**115.120 Rooftop Appurtenance Screening.** New or replacement appurtenances on existing buildings shall be surrounded by a solid screening enclosure equal in height to the appurtenance. New construction shall screen rooftop appurtenances by incorporating them in to the roof form.

**115.135 Sight Distance at Intersection.** Areas around all intersections, including the entrance of driveways onto streets, must be kept clear of sight obstruction as described in this section.

**152.22.2 Public Notice Signs.** Within seven (7) calendar days after the end of the 21-day period following the City's final decision on the permit, the applicant shall remove all public notice signs.

***Prior to issuance of a grading or building permit:***

**27.06.030 Park Impact Fees.** New residential units are required to pay park impact fees prior to issuance of a building permit. Please see KMC 27.06 for the current rate. Exemptions and/or credits may apply pursuant to KMC 27.06.050 and KMC 27.06.060. If a property contains an existing unit to be removed, a "credit" for that unit shall apply to the first building permit of the subdivision.

CITY OF KIRKLAND  
123 FIFTH AVENUE, KIRKLAND, WASHINGTON 98033-6189 (425) 587-3225

---

Date: 9/23/2010

DEVELOPMENT STANDARDS

CASE NO.: ZON10-00017

PCD FILE NO.:ZON10-00017

PUBLIC WORKS CONDITIONS:

The additional condo unit will trigger a traffic and park impact fee. Impact fees shall be paid with the Building Permit for the remodel of the unit

The drainage from the new parking areas shall be collected and conveyed to the existing storm system. The Building Permit shall include a design for this collection system.

The design for the proposed bench, sidewalk widening, and retaining wall along Lake St. shall be included in the Building Permit.

\*\*\*BUILDING DEPARTMENT CONDITIONS\*\*\*

Building permits must comply with the 2009 editions of the International Building and Mechanical Codes and the Uniform Plumbing Code as adopted and amended by the State of Washington and the City of Kirkland.

Structure must comply with Washington State Energy Code (WAC 51-11); and the Washington State Ventilation and Indoor Air Quality Code (WAC 51-13).

Structures must be designed for seismic design category D, wind speed of 85 miles per hour and exposure C.

Plumbing meter and service line shall be sized in accordance with the UPC.



## RIGHT-OF-WAY IMPROVEMENT EASEMENT

THIS RIGHT-OF WAY IMPROVEMENT EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ ("Grantor") and City of Kirkland, a Washington Municipal Corporation ("Grantee").

Grantor is the owner of the real property legally described as follows:

Insert legal description of the entire parcel in this field.

Grantor, for and in consideration of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants and conveys unto Grantee, its successors and assigns, a perpetual, nonexclusive easement for a street, sidewalk, and related appurtenances now in place or hereafter constructed over, under, in, along, across, together with the right of ingress and egress upon the property that is described above for access to said easement area described as follows:

Insert legal description of the easement area in this field.

Grantor also grants to Grantee and those acting under or on behalf of Grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction or maintenance of said sidewalk and related appurtenances in the easement, such additional area to be held to the minimum necessary for that purpose.

In case of emergency, Grantee shall have the right, without prior notice or proceeding at law, to enter upon the property for purpose of construction, repair and/or reconstruction of said street, sidewalk and related appurtenances or making any connections therewith. In all other cases, Grantee shall notify Grantor of the need to enter onto the easement area prior to doing so.

Grantee shall, upon completion of any work within the property, restore the surface of the easement and any private improvements disturbed or destroyed during the execution of the work, as nearly as practicable, to the condition they were in before commencement of the work or entry by Grantee.

Grantor may continue to use and enjoy the property, including the right to use the surface of the property, provided that (1) such use shall not in any way interfere with construction, installation, maintenance, repair, alteration, or reconstruction of Grantee's street, sidewalk, and related appurtenances; (2) Grantor shall not construct any structures or improvements upon the easement area; and (3) Grantor shall not plant vegetation having deep root patterns which may cause damage to or interfere with the street, sidewalk, and related appurtenances placed within the easement by Grantee.

In any legal action between the parties hereto to enforce any of the terms of this Easement, the prevailing party shall be entitled to recover all its expenses incurred in connection therewith, including reasonable attorney's fees, including and in connection with appeals.

This Easement contains the entire understanding between the parties and supersedes any prior understanding and agreements between the parties respecting the Easement. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Easement which are not fully expressed herein.

This Easement shall be recorded with the King County Recorder, shall run with the land described herein, and shall be binding upon the parties, their heirs, successors-in-interest, and assigns.

Dated at Kirkland this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



**MAINTENANCE AND RETENTION AGREEMENT  
FOR TREES AND REQUIRED LANDSCAPING**

*Project Name:* Lake View Manor PUD  
*Address:* 725 1<sup>st</sup> Street South  
*Parcel No:* 409890-0000

This agreement is entered into between each undersigned owner of the real property and the City of Kirkland, in consideration of approval by the City of a permit under City of Kirkland File No. ZON10-00017 for the hereinafter described real property in Kirkland, King County, Washington.

Each undersigned owner jointly and severally hereby agrees to maintain and retain the trees and other vegetation required by the City to be planted or retained on the real property described below, in accordance with the final approved landscaping plan/site plan (on file in the Kirkland Department of Planning and Community Development) throughout the life of the project, pursuant to Chapter 95 of the KZC unless written approval for removal is granted by the Kirkland Department of Planning and Community Development.

Each of the undersigned agree to defend, pay, and save harmless the City of Kirkland, its officers, agents, and employees from any and all claims of every nature whatsoever, real or imaginary, which may be made against the City, its officers, agents, or employees for any damage to property or injury to any person arising out of the maintenance of said trees and other said vegetation on said owner's property or out of the actions of the undersigned in carrying out the responsibilities under this agreement, excepting therefrom only such claims as may arise solely out of the negligence of the City of Kirkland, its officers, agents, or employees.

This Agreement shall be binding upon the heirs, successors and assigns of each of the undersigned and shall run with the land. This Agreement shall, at the expense of the undersigned, be recorded by the City of Kirkland with the King County Department of Elections and Records.

Failure to maintain and retain said trees and other said vegetation in accordance with this agreement may subject the undersigned to civil penalties as authorized by Chapter 95 of the KZC.

The real property owned by the undersigned and the subject property of this Agreement is situated in Kirkland, King County, Washington and described as follows:

Exhibit A

DATED at Kirkland, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

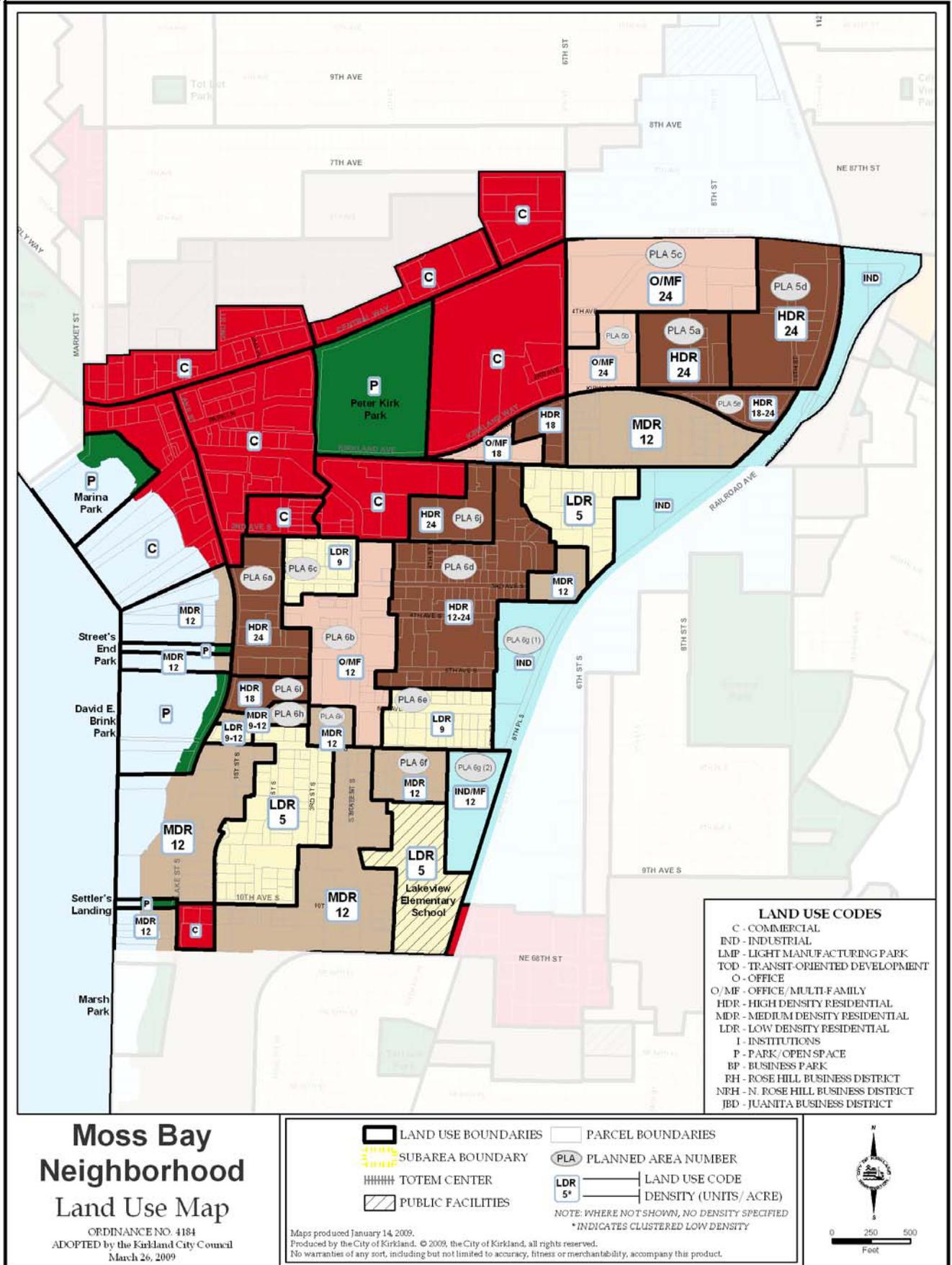


Figure MB-2: Moss Bay Area Land Use



**KIRKLAND HEARING EXAMINER**  
**September 30, 2010**

**1. CALL TO ORDER**

Members Present: Sue Tanner, Hearing Examiner.

Members Absent: None.

Staff Present: Tony Leavitt, Associate Planner, Jeremy McMahan, Planning Supervisor, and Jeannie Dines, Recording Secretary.

Hearing Examiner Sue Tanner called the meeting to order at 9:00 a.m.

**2. PUBLIC HEARINGS**

**A. Lake View Manor PUD, File Number: ZON10-00017, Address: 725 1st Street South**

Ms. Tanner opened the public hearing at 9:00 a.m. She provided file number ZON10-00017 and the site address, 725 1st Street South. She explained in a Process IIB, the Hearing Examiner conducts the public hearing and makes a recommendation to the City Council who makes the final decision.

Ms. Tanner swore in Planner Tony Leavitt. Ms. Tanner entered the Staff Report as Exhibit A.

Mr. Leavitt presented the Staff Report, an application for a Preliminary and Final Planned Unit Development permit to allow an additional unit within an existing condominium development. The existing development contains 11 dwelling units and 1 common use unit. The PUD permit would allow the common use unit to be converted into another dwelling unit by increasing the allowed density on the subject property from 11 units to 12 units.

He relayed staff's conclusion that the additional condominium unit will have minimal impact on the City, and that the application meets the established criteria for approval of a Preliminary and Final PUD. Based on Statements of Fact and Conclusions and attachments to the Staff Report, staff recommends approval of the application for a Preliminary and Final PUD subject to conditions in the Staff Report.

Ms. Tanner swore Larry Christensen, Lake View Manor Condominium Home Owners Association Board Member, 725 1st Street South, #102, Kirkland. He concurred with Mr. Leavitt's presentation, explaining the residents plan to use the funds from the sale of the unit to abate the cost of a remediation program to re-side the building and install new decks and windows.

Ms. Tanner closed the hearing at 9:06 a.m., advising she would issue a written recommendation to the City Council within 8 calendar days.

**3. ADJOURNMENT**

Mr. Tanner adjourned the meeting at 9:06 a.m.

ORDINANCE NO. 4267

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LAND USE, APPROVAL OF A PRELIMINARY AND FINAL PUD AS APPLIED FOR BY TODD KILBURN OF KILBURN ARCHITECTS IN DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT FILE NO. ZON10-00017 AND SETTING FORTH CONDITIONS OF SAID APPROVAL.

WHEREAS, the Department of Planning and Community Development has received an application, pursuant to Process IIB, for a Preliminary and Final Planned Unit Development (PUD) filed by Todd Kilburn of Kilburn Architects as Department of Planning and Community Development File No. ZON10-00017 to convert a common use unit into a dwelling unit within a RM 3.6 zone; and

WHEREAS, pursuant to the City of Kirkland's Concurrency Management System, KMC Title 25, this action is exempt from the concurrency management process; and

WHEREAS, pursuant to the State Environmental Policy Act, RCW 43.21C, and the Administrative Guideline and local ordinance adopted to implement it, the project is exempt from the environmental checklist process; and

WHEREAS, the application was submitted to the Kirkland Hearing Examiner who held a public hearing thereon at her special meeting of September 30, 2010; and

WHEREAS, the Kirkland Hearing Examiner after her public hearing and consideration of the recommendations of the Department of Planning and Community Development did adopt certain Findings, Conclusions and Recommendations and did recommend approval of the Process IIB Permit subject to the specific conditions set forth in said recommendations; and

WHEREAS, the City Council, in regular meeting, did consider the recommendation of the Hearing Examiner; and

WHEREAS, the Kirkland Zoning Ordinance requires approval of this application for PUD to be made by ordinance.

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

Section 1. The Findings, Conclusions, and Recommendations of the Kirkland Hearing Examiner as signed by her and filed in the Department of Planning and Community Development File No. ZON10-00017 are adopted by the Kirkland City Council as though fully set forth herein.

Section 2. The Process IIB Permit shall be issued to the applicant subject to the conditions set forth in the Recommendations hereinabove adopted by the City Council.

Section 3. Nothing in this ordinance shall be construed as excusing the applicant from compliance with any federal, state or local statutes, ordinances or regulations applicable to this project, other than expressly set forth herein.

Section 4. Failure on the part of the holder of the permit to initially meet or maintain strict compliance with the standards and conditions to which the Process IIB Permit is subject shall be grounds for revocation in accordance with Ordinance No. 3719, as amended, the Kirkland Zoning Ordinance.

Section 5. This ordinance shall be in full force and effect five (5) days from and after its passage by the City Council and publication as required by law.

Section 6. A complete copy of this ordinance, including Findings, Conclusions and Recommendations adopted by reference, shall be certified by the City Clerk, who shall then forward the certified copy to the King County Department of Assessments.

Section 7. A certified copy of this ordinance, together with the Findings, Conclusions, and Recommendations herein adopted shall be attached to and become a part of the Process IIB Permit or evidence thereof delivered to the permittee.

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

SIGNED IN AUTHENTICATION THEREOF on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

Attest:

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

Approved as to Form:

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

**CITY OF KIRKLAND****Fire & Building Department**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000

www.ci.kirkland.wa.us

**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
Kevin Nalder, Director of Fire and Building

**From:** Tom Phillips, Building Services Manager

**Date:** October 20, 2010

**Subject:** MyBuildingPermit.com Fee/Surcharge

Beginning in 2011 the eCityGov Alliance is changing the MyBuildingPermit.com (MBP) fee structure from a population based schedule to a percentage (1.3%) of most development services permit revenue. Although jurisdictions have the option of paying this fee from their general fund, the eCityGov Alliance is recommending that participants adopt a 1.3% surcharge to pass through the costs of MBP and ePlan to the user. The intent of the proposed change is to:

- Provide a more equitable fee structure (based on permit activity, not population)
- Cover new costs associated with the ePlan project (described below)
- Provide cities with the option to utilize a permit fee surcharge to eliminate additional general fund expenditures
- Encourage more cities to join MBP with little impact to their budget

**Fiscal Impact**

Kirkland's MBP fee is currently \$22,000 per year based on 2008 population. Changing to a permit revenue based fee and adding the ePlan project funding for 2011 is forecast to increase Kirkland's MBP annual fee to approximately \$33,000 per year. This forecast is based on 2009 permit revenues and represents 1.3% of the fees. The actual 2011 fee will depend on Kirkland's total permit revenue for the year. If revenues are less than forecast, the amount paid to the Alliance for MBP will be less. The Alliance and MBP member jurisdictions will monitor the revenue generated from the surcharge and adjust it periodically as needed. MBP will be establishing and funding a reserve to address fluctuations in permit activity and once it's funded, additional reserves will only be added if the reserve balance is used. **In each budget development process, if permit revenues go up among the member jurisdictions and surplus revenue is generated, the percentage would be lowered to reach the target revenue and avoid over-collecting. Policy and programmatic details of how this will be implemented among the multiple jurisdictions are still being developed by the Alliance.**

Adoption of the 1.3% surcharge on our development fees will reduce expenses by \$22,000 a year through the elimination of the current MBP dues from the Information Technology budget. In reality, there are two alternatives:

- Adopt the surcharge
- Absorb the cost within the existing budget

Staff is asking for the Council's direction on which option is preferred. This issue was presented to the Economic Development Committee on September 27, 2010 and the Finance Committee on September 28, 2010. The Committees agreed that the issue should be presented to the full Council with the recommendation to adopt the surcharge but only if there was support from the development community to implement the surcharge. On October 7, 2010, staff met with the leaders of the Master Builders Association who also endorsed the surcharge (see attached letter).

### **Other Technology Fees**

It should be noted that some jurisdictions are instituting a higher surcharge, or technology fee to cover the cost of MBP plus the cost of some of their internal technology that are related to development services. These costs include purchase of new permit tracking software, larger monitors, and upgrading the interface between their permit tracking software and MBP. Bellevue, Renton and Snohomish County are considering total surcharges or technology fees between 3 and 5%.

In 2008, a permit tracking system replacement charge of about 1.5% of fee revenues was incorporated into our existing development fees. The revenue has been used to fund a process improvement study and other activities related to our current system replacement. Future revenues are intended to be set aside toward a future permit tracking system replacement. In this case, the charge was not applied as a separate surcharge; rather the cost was incorporated within the fees themselves. During a future development fee update, the City Council could consider moving toward a surcharge structure for this element as well.

### **List of Fees to be Affected**

The following is a list fees that eCityGov Executive Board has agreed will be subject to the MBP surcharge. The attached table shows examples of how this surcharge would be applied.

Building permit	Erosion control fee
Electrical permit	Traffic review fee (not impact fees)
Plumbing permit	Side sewer inspection permit
Mechanical permit	Right of Way permit
Demolition permit	SEPA Checklist fee
House move permit	Rezone permit
Fire Sprinkler permit	Tree permit
Fire Alarm permit	Shoreline permit
Sign permit	Zoning permit
Subdivisions fee	Sensitive area assessment fee
Grading permit (LSM)	Concurrency review fee
Drainage review fee	

## MBP Background

MBP is a regional coalition of 15 jurisdictions that was created to share resources to provide online services at a low cost and create regional consistency for customers of development review processes. The current members of MBP are Bellevue, Bothell, Burien, Duvall, Kenmore, Kirkland, Issaquah, Mercer Island, Mill Creek, Renton, Sammamish, SeaTac, Snohomish County Snoqualmie and Woodinville. The online services shared by these jurisdictions include:

- **Over-the-counter (OTC) permits** – permits for work such as a water heater replacement or re-roof project can be obtained and paid for online without a trip to City Hall.
- **Online inspection requests** – Builders and homeowners can request their inspections from the convenience of the internet. This applies to all building permits, not just those obtained through MBP.
- **Permit status check** – Builders and homeowners can monitor the progress of their permit and permit application over the internet. Again this applies to all permits, not just those obtained through MBP.

While many of our customers are familiar with the above services, they are not aware of the services MBP provides to improve enforcement consistency among the jurisdictions. These services include:

- **Tipsheets** – typically these are architectural details that show how a specific component (such as a water heater) should be installed. All MBP jurisdictions agree to follow these tip sheets.
- **Inspection checklists** – these are created by our inspectors to let owners and builders know what items the inspectors typically look for on the various inspections.
- **Common interpretations** – These are created so gray areas of the code are enforced consistently across the jurisdictions.
- **Training** – MBP coordinates code related training for its members and the public at very low cost.
- **Common code adoption** – Since 2004 the jurisdictions have worked together to adopt the same codes and amendments to those codes. Membership in MBP requires that each jurisdiction make a good faith effort to align their codes to the extent possible.

## ePlan

With the improvements in computer technology, more and more developers, architects and engineers are requesting that building departments accept electronic (digital) plans and submittals documents. An electronic permit and plan submittal service can save applicants hundreds of dollars in printing and shipping costs. MBP also saves contractors significant amounts of time by eliminating many vehicle trips to city hall. Since the ideal way to receive electronic plans would be through an online portal, MBP members concluded it was only logical to upgrade the current MBP portal so it can accept electronic plans. This is an ambitious plan because it would require the MBP portal to accept all development services related permits, not just the OTC permits.

After careful consideration and feedback from a development community focus group, the MBP members agreed to pursue an ePlan program. The main reasons for initiating the ePlan project are to:

- Keep the MBP portal up to date with the industry standards expected by our customers.
- Provide an ePlan program that is affordable for all jurisdictions. Many jurisdictions could not afford to create an ePlan program by themselves.
- Keep the MBP members unified in their delivery of services. If each jurisdiction were to develop their own ePlan program they would end up with two online portals; one for OTC permits (MBP) and one for electronic plans. This would be confusing for the customer which could result in some jurisdictions leaving MBP.

Permit or Fee type	Type of Project	Permit Fee	1.3% MBP fee
Building permit	Lake Washington High School	\$207,824.00	\$2,701.71
Building permit	Typical new single family home	\$4,000.00	\$52.00
Building permit	Typical home remodel	\$1,400.00	\$18.20
Electrical permit	Lake Washington High School	\$46,611.60	\$605.95
Electrical permit	Typical single family add/alteration	\$192.50	\$2.50
Plumbing permit	Lake Washington High School	\$3,159.00	\$41.07
Plumbing permit	Typical single family add/alteration	\$50.00	\$0.65
Plumbing permit	Typical water heater replacement	\$29.00	\$0.38
Mechanical permit	Lake Washington High School	\$66,012.00	\$858.16
Mechanical permit	Typical single family add/alteration	\$100.00	\$1.30
Mechanical permit	Furnace replacement	\$120.00	\$1.56
Demolition permit	Typical house	\$27.50	\$0.36
House move permit	Typical	\$75.00	\$0.98
Fire Sprinkler permit	Typical new single family home	\$180.00	\$2.34
Fire Alarm permit	Lake Washington High School	\$810.00	\$10.53
Sign permit	Typical	\$179.00	\$2.33
Subdivisions fee (long)	Typical 12 lot subdivision	\$16,170.00	\$210.21
Grading permit (LSM)	Typical	\$1,690.00	\$21.97
Drainage review fee	Typical single family home	\$905.00	\$11.77
Traffic concurrency review fee (not impact fees)	51-200 trips	\$1,487.00	\$19.33
Side sewer inspection permit	Typical	\$425.00	\$5.53
Right of Way permit	Typical	\$110.00	\$1.43
SEPA Checklist fee	Typical	\$522.00	\$6.79
Rezone permit	Typical	\$300.00	\$3.90
Tree permit	Typical	\$200.00	\$2.60
Shoreline permit	Typical	\$4,500.00	\$58.50
Sensitive area assessment fee	Typical	\$2,400.00	\$31.20



Master Builders Association  
of King and Snohomish Counties  
335 116th Avenue SE  
Bellevue, Washington 98004  
t (425) 451-7920 / f (425) 646-5985  
www.masterbuildersinfo.com

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October 20, 2010

Mayor Joan McBride  
Kirkland City Council  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

RE: Proposed MyBuildingPermit.com surcharge

Dear Mayor McBride,

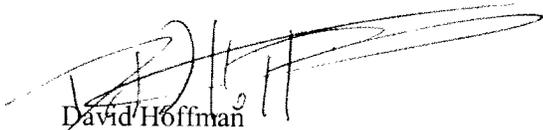
On behalf of the nearly 3,400 member companies of the Master Builders Association of King and Snohomish Counties, I am writing to support the proposed technology surcharge on permits issued by the building department.

The business community continues to realize cost savings from technological advances, and this is another example. As you are well aware, our industry is very sensitive to increasing costs, especially at this time. However, after an in depth review, our association is pleased to support this surcharge.

The proposal would support technology improvements needed to implement electronic plan submittals, review and issuance. These modernizations will save both time and resources for the city as well as homebuilders. We believe this surcharge makes sense and look forward to working with city staff on implementation.

Thank you for the opportunity to comment and for your consideration of these changes. If you have any questions, please feel free to contact me at 206-605-3836.

Sincerely,



David Hoffman  
King County Manager