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# CITY OF KIRKLAND

## CITY COUNCIL



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

### *Vision Statement*

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

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123 Fifth Avenue • Kirkland, Washington 98033-6189 • 425.587.3000 • [www.kirklandwa.gov](http://www.kirklandwa.gov)

### AGENDA

#### KIRKLAND CITY COUNCIL MEETING

#### City Council Chamber

#### Tuesday, November 19, 2013

#### 6:00 p.m. – Study Session

#### 7:30 p.m. – Regular Meeting

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

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
  - a. Totem Lake Park Master Plan
4. *EXECUTIVE SESSION*
5. *HONORS AND PROCLAMATIONS*
  - a. GIS (Geographic Information System) Day Proclamation
6. *COMMUNICATIONS*
  - a. *Announcements*
  - b. *Items from the Audience*
  - c. *Petitions*
7. *SPECIAL PRESENTATIONS*
  - a. Kirkland 2035 Update #8
  - b. Green Team

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

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

**QUASI-JUDICIAL MATTERS**

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

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

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

**8. CONSENT CALENDAR**

- a. Approval of Minutes:* November 6, 2013 Special Meeting
- b. Audit of Accounts:*
- |                |    |
|----------------|----|
| <i>Payroll</i> | \$ |
| <i>Bills</i>   | \$ |
- c. General Correspondence*
- d. Claims*
- e. Award of Bids*
- f. Acceptance of Public Improvements and Establishing Lien Period*
- (1) 6th Street Sidewalk Project, NPM Construction Company, Maple Valley, WA
- g. Approval of Agreements*
- (1) Resolution R-5015, Approving an Amendment to the Employment Agreement Between the Kirkland City Council and Kurt Triplett, its City Manager.
  - (2) Resolution R-5016, Approving an Amendment to an Interlocal Agreement with the Finn Hill Park and Recreation District Concerning O.O. Denny Park.
  - (3) Resolution R-5017, Approving an Interlocal Agreement with the Seattle Department of Parks and Recreation for Operation and Maintenance of O. O. Denny Park.
  - (4) Resolution R-5018, Approving an Interagency Agreement for Funding the Regional Stormwater Monitoring Program Between the State of Washington Department of Ecology and the City of Kirkland and Authorizing the City Manager to Execute the Interagency Agreement.
  - (5) Resolution R-5019, Authorizing the City Manager to Execute the 2013-15 Municipal Stormwater Capacity Grant Agreement Between the State of Washington Department of Ecology and the City of Kirkland and to Accept \$50,000 for National Pollution Discharge Elimination System Permit Implementation and \$120,000 for Stormwater Planning and Design.
- h. Other Items of Business*
- (1) Requesting Budget Adjustment for NE 112<sup>th</sup> Street Sidewalk Project
  - (2) NE 120<sup>th</sup> Street Extension Project Status Update and Authorization to Bid
  - (3) Resolution R-5020, Authorizing the City to Continue Participation in the Regional Advisory Council for the Eastside Rail Corridor to Establish

Collaborative Working Relationships and Continue Planning Efforts With the Owners of the Eastside Rail Corridor.

(4) Accepting Tourism Development Committee Resignation

(5) Report on Procurement Activities

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

9. *PUBLIC HEARINGS*

a. Preliminary Property Tax Levies:

(1) Ordinance O-4425, Establishing the Amount of Property Taxes to be Levied for the Year 2014, the Second Year of the City of Kirkland's 2013-2014 Fiscal Biennium.

(2) Ordinance O-4426, Establishing the Amount of Property Taxes to be Levied for the Year 2014, to Pay the Fire District 41 Debt Service Assumed as a Result of Annexation of the North Juanita, Finn Hill, and Kingsgate Neighborhoods on June 1, 2011.

b. 2013-2014 Mid-Biennial Budget

10. *UNFINISHED BUSINESS*

a. Amendment of the 2013-2018 Capital Improvement Program

**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 O-4427 and its Summary, Relating to Cross Kirkland Corridor Trail Use Regulations and Adopting a Cross Kirkland Corridor Trail User Code of Conduct.

12. *REPORTS*

a. *City Council*

(1) Finance and Administration Committee

(2) Public Safety Committee

(3) Community Planning, Housing and Economic Development Committee

(4) Public Works, Parks and Human Services Committee

(5) Regional Issues

b. *City Manager*

(1) Calendar Update

13. *ITEMS FROM THE AUDIENCE*

**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.

14. *ADJOURNMENT*



**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:** Jennifer Schroder, Director  
Michael Cogle, Deputy Director

**Date:** November 9, 2013

**Subject:** Proposed Master Plan for Totem Lake Park

### **RECOMMENDATION:**

That the City Council reviews the proposed master plan for Totem Lake Park as recommended by staff and the Park Board, <http://www.kirklandwa.gov/Assets/Kirkland+2035/Totem+MP-Draft+Summary.pdf>

### **BACKGROUND DISCUSSION:**

#### **Master Plan Process**

In February 2013 the City Council adopted the City's 2013 – 2014 Work Program, which included emphasis on Totem Lake revitalization:

*"Revitalize the Totem Lake Business District through continued implementation of the Totem Lake Action Plan to further the goals of Financial Stability and Economic Development."*

In March 2013 the City Council approved funding in the amount of \$120,000 to create a Totem Lake Park Master Plan. Working in cooperation with the property owner, King Conservation District, the goal is to develop a long range plan for future park and recreation improvements to the Lake property.

The Parks and Community Services Department subsequently hired The Berger Partnership (Berger) to help develop the Totem Lake Park Master Plan. Berger is also the lead consultant for the Cross Kirkland Corridor Master Plan. Key subconsultants working with Berger bring a wealth of local knowledge to the project, and include Kirkland-based The Watershed Company for environmental science and permitting tasks, and Bellevue-based CH2M Hill for civil engineering. CH2M Hill has also been working with the City on flood control issues in the Totem Lake area.

The master plan process has included the following major phases:

- I. Site Analysis (April – June)
- II. Develop Design Program (June – July)
- III. Develop Design Alternatives (August – October)
- IV. Final Schematic Design (November – December)

### **Public Involvement**

Park Board and staff have coordinated an extensive public participation process for the project. A project webpage has been developed on the City's website; information about the project has been featured in various City publications, in local media, on local blogs, and on neighborhood websites. Public events have been well attended and have included:

May 14	Kirkland Business Roundtable Event
June 1	Public Workshop and Site Tours
June 8	Spring Community Planning Day
June 24	Totem Lake Conversations Presentation
September 21	Public Workshop and Site Tours
October 14	Totem Lake Conversations Presentation
October 19	Fall Community Planning Day

Public input from residents, park enthusiasts, businesses and property owners, and representatives of various environmental and regulatory groups have been used to inform, direct, and shape the master plan effort.

### **Project Goals**

Totem Lake Park is a 17-acre site located in the heart of the Totem Lake Urban Center. Owned by the King Conservation District and co-managed by the City of Kirkland, the park is comprised primarily of wetlands, and the lake itself encompasses about 5 acres of the property.

Project goals include:

- Pursue opportunities to develop a strong sense of place that can become a catalyst for a new vision and new development that can revitalize the greater Totem Lake community.
- Take advantage of the adjacent Cross Kirkland Corridor. With the projects being planned concurrently, both projects can leverage each other, with the whole of their benefits being greater than the sum of the parts. Explore how the park can become a trailhead or a destination of those using the trail.
- Create a plan that can enhance the human experience of the park, opening it up to become an icon of the community, even as we work to enhance the ecological performance of the lake and wetland.

- Encourage neighborhood and regional connections. In addition to the regional connections that are possible with the development of the Cross Kirkland Corridor, create opportunities for linking the park to surrounding businesses, Evergreen Health, the Totem Lake Transit Center, and nearby residential neighborhoods.

### **Park Design Program**

On July 16, 2013 the City Council received a report on Totem Lake Park describing site context and considerations as well as a proposed park design program. The park design program, formally adopted by the City Council on August 6, 2013, lays out the overall vision, programming components, and design considerations for the project and forms the basis for creation of a final park schematic design. It includes:

1. Provide a loop trail that enhances and energizes the site.
2. Provide appropriate amenities to support use of the site (benches, signage, environmental and historical interpretation, seating areas, etc.).
3. Enhance connectivity to and from the park, to include Evergreen Medical Center and the Totem Lake Transit Center. Develop connections in cooperation with Seattle City Light at the utility easement and with local property owners on the "north hill" to allow adjacent community users to access the site.
4. Study and recommend parking opportunities and improved pedestrian access.
5. Provide improved pedestrian connections at Totem Lake Blvd and N.E. 124<sup>th</sup> Street.
6. Develop the CKC to enhance the experience of Totem Lake Park and provide connections to surrounding businesses.
7. Study the development of an upland parcel or parcels for future center, parking, and link to Totem Lake Mall properties.
8. Explore further how adjacent parcels could be re-developed to strengthen and support the programming of the park.
9. Enhance the ecological function of the park and the quality of water leaving the lake. Develop vegetation and wildlife management plans that look to diversify the existing vegetation, remove invasive species and support a diverse population of wildlife (consider stewardship and work with KCD).
10. Make recommendations on how to improve water quality and how management of the site may help alleviate future flooding issues.
11. Consider how public art could be incorporated into the planning process to energize the site and create an awareness of the lake.
12. Develop and maintain views and access to open water but don't provide for boating activities due to the limited size of the lake.

### **Proposed Park Master Plan**

Working with the Park Board, Berger developed three distinct park concepts in September for community consideration. These alternatives are shown in Attachment B. Based on public feedback and recommendations of the Park Board, the design team subsequently created a preferred park plan (Attachment A) which best responds to the design program and meets the initial project goals.

The proposed park master plan will be presented to the City Council by staff and the design team on November 19. Council feedback will be used to finalize the park plan, with our intent to return to the Council on December 10 for formal adoption of the Totem Lake Park Master Plan. The consultant team will also provide recommendations for project implementation (phasing) and funding opportunities.

Attachments



**CITY OF KIRKLAND**  
**Information Technology Department**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3050**  
**www.kirklandwa.gov**

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## **MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Brenda Cooper, Chief Information Officer  
**Date:** November 14, 2013  
**Subject:** GIS Day Proclamation

## **RECOMMENDATION**

That the Mayor proclaims Wednesday, November 20, 2013, as GIS Day in the City of Kirkland.

## **BACKGROUND DISCUSSION**

The Information Technology Department is very proud of the Geographic Information Systems that the City has built together. It is truly a collaborative process between GIS professional staff, City staff in all areas that use GIS and help update data, and the City Council and Department Directors.

The GIS program has helped Kirkland decision makers at the policy and staff level to understand the complex interplay of multiple topics through mapping and GIS Analysis. GIS is used in almost every area of the City from park planning to public safety, from utility mapping and maintenance through permitting.

This year the GIS Division and other GIS users from around the City will come together on GIS day in the Peter Kirk room and take a first look at a new interactive GIS portal that will soon be made available to residents.



## A PROCLAMATION OF THE CITY OF KIRKLAND

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### Proclaiming November 20, 2013 as GIS (Geographic Information System) Day in Kirkland, Washington

**WHEREAS**, the City of Kirkland has implemented a highly successful enterprise-wide Geographic Information System (GIS) in support of its goals, policies, and programs; and

**WHEREAS**, the City's GIS has provided significant benefits to staff, the community, and our partner agencies; and

**WHEREAS**, the National Geographic Society and other organizations annually promote "Geography Awareness Week" which this year is designated as November 17-23, 2013 and also includes celebrating "GIS Day" on November 20, 2013; and

**WHEREAS**, the City utilizes GIS technology for many priority projects including Kirkland 2035, web GIS (Capital Improvement Projects, crime mapping, citywide GIS Browsers, NWMaps.net); and

**WHEREAS**, Kirkland city staff observes "GIS Day" in recognition of the contribution this technology has made to a vibrant, safe, and livable community by hosting a community event at City Hall;

**NOW, THEREFORE, I**, Joan McBride, Mayor of Kirkland, do hereby proclaim November 20, 2013 as "GIS Day" in the City of Kirkland, and invite the community to learn more about the benefits of GIS in their daily lives and to participate in the city-hosted event.

Signed this 19th day of November, 2013

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Joan McBride, Mayor



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

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## MEMORANDUM

**To:** Kurt Triplett, City Manager  
**From:** Marilynne Beard, Deputy City Manager  
**Date:** November 10, 2013  
**Subject:** KIRKLAND 2035 PUBLIC INVOLVEMENT PLANNING UPDATE #8

## RECOMMENDATION

City Council receives an update on recent and upcoming public outreach and communication efforts related to the Kirkland 2035 plan updates.

## BACKGROUND

This report is the eighth in a series monthly updates to keep City Council and the public informed about the results of recent public involvement activities and upcoming opportunities to get involved.

### Comprehensive Plan Visioning Process

The Comprehensive Plan visioning process has continued since September and is still underway. Staff will be conducting the exercise at a series of neighborhood meetings that will supplement the sessions already completed.

Visioning sessions were or will be held for:

- Business Round Table
- Joint Planning Commission, Design Review Board, Transportation Commission and Park Board
- Senior Council and Human Services Advisory Committee
- Community Planning Day (two sessions)
- Youth Council
- City of Kirkland Employees (two sessions)
- South Rose Hill and Bridle Trails Neighborhood Associations (11/12)
- Kirkland Alliance of Neighborhoods (11/13)
- North Rose Hill and Evergreen Hill Neighborhood Associations (11/18)
- Moss Bay and Lakeview Neighborhood Associations (11/18)
- Everest and Central Houghton Neighborhood Associations (11/19)
- Market Street Neighborhood Association (11/20)

The detailed comments are being transcribed and summarized and the cumulative "wordle" that reflects the composite themes from all of the sessions is updated with each session. The most recent wordle will be presented to Council at the November 19 meeting.

Staff has also included [follow-up questions on the Kirkland Ideas Forum site](#) to gain a better understanding of descriptors such as “livable” and “green” that were common themes during the visioning process.

Most of the group sessions will be completed in November and the Planning and Community Development Staff will be preparing a report on the results of the public input and developing a draft update to the vision statement for presentation to the Planning Commission. Once the Planning Commission has reviewed the report and draft vision statement, staff will provide an update to the City Council.

### **Kirkland Ideas Forum**

An updated series of questions and topics were posted to the Kirkland Ideas Forum and several hundred cards have been distributed at events and at City facilities to encourage participation. A poster is being developed that can be displayed at community gathering places in Kirkland with a “Question of the Week” and a QR code link to the website. The questions may be open-ended or involve a short survey. The City Council is encouraged to follow participant comments on the site.

### **Recent Public Involvement Activities**

#### **Fall Community Planning Day – October 19**

The second Community Planning Day was held on Saturday, October 19 at the Peter Kirk Community Center. Participants were able to attend two different group sessions on visioning and the Cross Kirkland Corridor. Approximately 150 individuals attended the event. In addition to the group sessions, participants were asked to provide feedback on the Totem Lake Park proposed master plan, early results on the Parks, Recreation and Open Space Plan and provide early input on the Transportation Master Plan.

The Community Planning day was marketed through posters, a direct mail postcard, City Update and advertisements in the City’s Parks Brochure and Kirkland Reporter. Participant feedback rated the event organization, materials and venue a 4.6 on a scale of 1-5 with about 30% of participants returning comment cards.

The next Community Planning Day will be held during the first quarter of 2014. A date will be set when staff has a better idea about when the most information will be available on the most plans.

#### **Cross Kirkland Corridor Community Walk and Interim Zoning**

The community was able to celebrate the removal of the rails with a Community Walk on October 27. Approximately 200 individuals participated in the ribbon cutting and walk. Many participants walked the entire corridor and received a spike salvaged from the rail removal project to commemorate the event.

A public hearing on proposed interim zoning along the corridor was held on October 15 and continued on November 6 when interim regulations were adopted by the City Council.

#### **Kirkland 2035 Update to Kirkland Conversations**

The City Manager provided an update on Kirkland 2035 activities at their October 27 meeting.

## **Status of Plan Updates**

### **Comprehensive Plan**

Early work on the Comprehensive Plan continues. As mentioned earlier, the public involvement portion of the vision update is nearly complete with Planning Commission and City Council review coming up. The draft of the Community Profile will be presented to the Planning Commission next. The capacity analysis is continuing with additional work to reduce the capacity information to match the targets at the traffic analysis zone level. Recent iterations of the capacity analysis confirm that sufficient capacity exists to accommodate the City's growth targets under the current zoning.

The Comprehensive Plan update will continue through 2014 and into 2015. Based on recent community feedback, staff is considering ways that updates to the neighborhood plan chapters could be incorporated in the overall update process. A draft approach is being developed and will be presented to KAN for feedback. The process would include updates to existing neighborhood plans and elements that should be added to the Comprehensive Plan. Staff is also considering ways to begin an abbreviated neighborhood plan process with the new neighborhoods in order to capture the current and envisioned plan for their area. The City Council will be updated on this new approach as it is developed.

### **Transportation Master Plan**

The Transportation Master Plan is early in the development phase with the current focus on existing conditions and goals. At the community planning day, participants were asked to identify their greatest priorities and indicate their current practices and barriers to change. The Transportation Commission is actively involved in the development of goals and a check-in with the City Council is planned for January 2014. Ultimately, the plan will include updated goals and strategies with specific projects that help move the transportation system toward the adopted goals. Questions (and responses) have been recently added to the [Ideas Forum](#).

### **Parks, Recreation and Open Space (PROS)**

The random telephone survey was completed in September and an on-line survey was conducted in October. Nearly 800 responses were received to the on-line survey. The Park Board has held multiple workshops to consider public input and priorities. Project options will be developed for the park system and public feedback and prioritization will be solicited on the proposed projects. The PROS plan is scheduled for City Council review during the second quarter of 2014.

### **Totem Lake Park Master Plan**

After multiple on-site workshops, meetings with the Park Board and Totem Lake businesses, a preferred option for the park was unveiled at the October 19 Community Planning Day. Participants were asked to provide comments about the preferred option which was developed in coordination with the Cross Kirkland Corridor Master Plan. The proposed design has been posted to the [Ideas Forum site](#). The City Council is scheduled to review the preferred option at the November 19 meeting.

### **Surface Water Master Plan**

Early input was obtained from the public including a meeting with the Finn Hill Neighborhood Alliance. Draft recommendations and projects are currently under review. An open house is

planned for Spring 2014 when the public will be able to comment on the proposed plan and projects.

### **Cross Kirkland Corridor Master Plan**

The City's project consultants have developed a schematic design for the basic "backbone" of the corridor. The schematic describes the types of activities that could occur on different areas of the corridor based on their adjacency to neighborhoods, parks and business areas. Additional detail about the overall plan is being prepared with a preferred layout presented to the City Council in February 2014. In the meantime, staff is continuing to work with SRM Development on the Google segment of the corridor as they begin their expansion of the campus.

The City launched a Cross Kirkland Corridor Facebook (<https://www.facebook.com/crosskirklandcorridor>) account which is currently being managed by Stepherson & Associates. As of November 12, 2013, there are 160 people who "like" the page.

Staff is working to post the character zones on the Ideas Forum website to seek additional comments.

### **Juanita Drive Corridor Study**

After multiple community workshops, Citizen Advisory Group meetings and Transportation Commission meetings, the project consultants have developed 20 recommended project options for the corridor. The Citizen Advisory Group and Transportation Commission will now focus on locations for different treatments on the corridor. Draft recommendations will be presented to the City Council in January 2014.

### **Streets Levy**

The 2013 Slurry Seal and Overlay projects are complete. Based on community concerns expressed about the slurry seal process, staff is conducting additional outreach with neighborhoods that received slurry seal over the past two years to determine how the process can address their concerns.

Phase one of the flashing crosswalk installations is complete and phase two is beginning. Staff is developing an accountability report for the public that will be released early in 2014, one year following the implementation of the levy.

### **Transfer of Development Rights**

The first draft of the consultant study discussing the potential for transfer of development rights in the Totem Lake neighborhood was completed as was a market study of Totem Lake. The market study and TDR report together will inform the City of the feasibility of using transfer of development rights as a means of catalyzing redevelopment.

The next comprehensive Kirkland 2035 update will be presented in January 2014 with the possibility of more information on the neighborhood planning process presented in December.



**CITY OF KIRKLAND**  
Planning and Community Development Department  
123 Fifth Avenue, Kirkland, WA 98033  
425.587-3225 - [www.kirklandwa.gov](http://www.kirklandwa.gov)

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Kirkland Green Team  
Jim Lopez, Green Team, Chair  
David Barnes, Green Team, Co-Chair

**Date:** November 7, 2013

**Subject:** Green Team Presentation to City Council

**RECOMMENDATION**

Council receives a presentation from the City's Green Team and provide direction as appropriate, to implement the Council's Environment Goal. The presentation will explain who we are, what we are doing and how our work continues to support the City Council's environmental goals and enhance a healthy, sustainable natural environment in Kirkland.

**BACKGROUND DISCUSSION**

**Mission Statement:** *Kirkland's Green Team is an inter-departmental team charged with coordinating the City's activities related to environmental stewardship and sustainability policies and practices.*

The Green Team is committed to working internally, within the Kirkland community, and regionally to be proactive problem-solvers for common issues that impact our streams and wetlands, climate and natural resources as they have a direct bearing on a successful economy and the quality of life in Kirkland.

**History and Role:** In 2000, the Natural Resources Management Team was formed to draft the City's [Natural Resource Management Plan](#). In 2005, in response to the Council signing the U.S. Mayor's Climate Protection Agreement, a staff team was formed to develop a Climate Action Plan. Both of these plans were adopted by the City Council. These two groups merged in 2007 and together with members of the green building team to become the official Green Team.

In order to articulate the key policy and service priorities for Kirkland, the Kirkland City Council developed its operational values and goals. As one out of ten City Council goals, the 'Environment' fell under the Green Team's mission to measure, monitor and report

on. Some ways in which a healthy environment is measured in Kirkland includes greenhouse gas emissions, waste reduction and natural habitat improvements.

***We are committed to the protection of the natural environment through an integrated natural resource management system.***

**Goal: to protect and enhance our natural environment for current residents and future generations.**

The Green Team raises staff awareness and promotes participation in sustainable initiatives, and serves as a technical advisory panel to the City Council on environmental issues. Internal recycling and waste reduction efforts have saved the City over \$35,000 in avoided waste disposal costs, due in part to the efforts of the Green Team Ambassadors. A recent example of the Green Team's role as technical advisors is with the Go Green 13 Mayor Panelist Presentation in which Green Team members helped prepare the Mayor for a panel and provided information about Kirkland's leadership on sustainability.

**Accomplishments:** The list of Green Team accomplishments includes the Natural Resource Management Plan (2003), the [Climate Protection Action Plan](#) (adopted 2009), the Green Codes Updates to the Zoning Code (2011), and providing the Environmental performance measure data that is included on page 22 of [Kirkland's Annual Performance Report](#) (since 2009). Collectively, these documents set a course for increased sustainability and environmental stewardship for current and future generations.

Ongoing public education for the City's sustainability issues is achieved through the City's Green Kirkland webpage; Reuse, Recycle, Conserve, a newsletter mailed to residents (biannually) and businesses (annually) and Green E-Updates, a community email news subscription on everything green.

**Current Major Projects:** The Green Team has decided to focus on three major projects at a time. The following list describes the current projects underway.

**Green Power Challenge** – Earlier this year, the City signed up for the Puget Sound Energy driven campaign, *Take Charge, Green Power Challenge*, to get more citizens to purchase green power. This can help City win \$20,000 to help offset the cost to purchase solar panels for the Public Safety Building. There are two parts to the challenge as described below:

I. Kirkland's Challenge

At the beginning of 2013, over 1,500 Kirkland citizens were already participants of PSE's Green Power program, with a goal to recruit 400 more Kirkland households and businesses by December 31<sup>st</sup>. Kirkland met that challenge earlier than the deadline and actually exceeded it with 700 new participants at the end of October 2013. Meeting that goal has earned Kirkland \$20,000 for a solar array to be installed at the new Public Safety building.

II. Inter-city Challenge

The Green Power Challenge is also a competition among five cities. Kirkland is competing with Snoqualmie, Anacortes, Tumwater, and Bainbridge Island to enroll the highest percentage of new participants from available accounts. If Kirkland out-competes the other cities in the Inter-city Challenge, the City will earn another \$20,000, for a total of \$40,000! Most importantly, Kirkland will earn bragging rights as the greenest town in Puget Sound! Although we have far exceeded the number of new enrollments in comparison to other cities, because the goal is based on the size of the city and we are the largest competing city, we are in fourth place among the five participating cities.

**Sustainable Works** – Sustainable Works is an energy efficiency program and non-profit general contractor funded through the State of Washington. Sustainable Works' mission is to help Washington residents save energy and reduce their carbon footprint while creating quality jobs. In the past 3.5 years Sustainable Works has inspected 3000 homes, weatherized 800 homes, saved homeowners \$500,000 in energy costs, and created more than 350 living wage jobs. Sustainable Works program is designed to remove barriers that keep homeowners from making their homes more energy efficient. This includes providing a subsidized \$95 home energy assessment (a \$400 value), access to low-interest financing and project and utility incentive coordination.

Earlier this year, Sustainable Works engaged the Green Team and Kirkland Chamber of Commerce to promote energy efficiency and economic development in the City. The Kirkland Home Energy Audit and Retrofit campaign within the City limits kicked off at Heritage Hall on November 12, 2013. The goal for Kirkland's campaign is to perform a minimum of 140 energy audits on a minimum of homes and 70 whole retrofit those homes to save the owner money and reduce their energy consumption.

**Cross Kirkland Corridor (CKC)** – The Green Team has provided assistance in the visioning process and promotion of the trail as the "greenest in America." The Green Team met with Project Manager David Godfrey and is looking for opportunities to certify the CKC using metrics similar to the International Living Future Institute's [Living Building Challenge](#). As of yet, there is not a trail that has been certified, but we hope to be the first.

**Local and Regional Leadership:** The [City of Kirkland City Council Goals](#) and operational values guide the City's ability to make progress toward its achievements. These values consist of regional partnerships, efficiency, accountability, and community involvement. In following these values, Green Team members' fields of expertise often result in moving sustainability initiatives forward here in Kirkland. In addition, their regional partnerships and collaborative associations often lead to achievements and representation on a much broader scale. Examples of this include:

**A highly successful recycling program** - Kirkland continues to have the highest solid waste diversion rate in King County due to its innovative and readily-accessible recycling programs. This includes biannual recycling collection events and the new Used Cooking Oil Recycling Station.

**Widespread public involvement in environmental stewardship** – The [Green Kirkland Partnership](#) program enlists volunteers in stewardship efforts to restore declining forested parks in the City. In 2012 alone, over two thousand volunteers participated in clearing natural areas of invasive weeds and replanting over five thousand native plants.

**Green Building Codes/Program** – under the leadership of the Green Building Team, Kirkland launched its pilot Green Building Program on Jan. 1, 2008 and adopted the first Green codes in 2011. Green Codes promote electric cars and their infrastructure, solar panels, energy efficiency; allows clustering of houses and give density credits for use of Low Impact stormwater facilities. The City is one of the first in the State of Washington to use Green Codes, which have been successful and well used.

**Proactive urban forest management** – The City conducted a comprehensive [Tree Canopy Assessment](#) (2011) to better understand its urban forest asset and to determine the effectiveness of the City's tree ordinance. To provide a sustainable framework for efficient and consistent management of the asset, the City adopted a [Strategic Management Plan](#) in 2013 to optimize the benefits resulting from a healthy, sustainable urban forest.

**Green Business Program** – The City recognizes the efforts of businesses in Kirkland to employ sustainable business practices. Qualified businesses receive a program logo window cling, an electronic file that can be used for corporate printed materials, and a listing on the participant recognition webpage.

**Rooftop Solar Challenge II Grant Award -**

The Rooftop Solar Challenge II empowers teams to make it easier and more affordable for Americans to go solar through support for streamlining permit processes, updating planning and zoning codes, improving standards for connecting solar power to the electric grid, and increasing access to financing. Eight local, state, regional and national teams will clear a path for rapid expansion of solar energy and serve as models for other communities across the nation. The Rooftop Solar Challenge II is part of the [SunShot Initiative](#), which strives to make solar energy fully cost-competitive with other forms of energy by the end of the decade. Kirkland is one of the local grant awardees. More information about the grant and the national participants can be found at <http://www.eere.energy.gov/solarchallenge/>.

**Future:** Discussions regarding a 'Green Team Endorsement' or 'Project Check-in' process were initiated at our latest monthly meeting. In a consultative capacity, the Green Team (GT) would conduct thorough reviews of projects based on specific sustainability criteria, provide feedback and examples; help to identify resources and stakeholders, etc. This review would result in a GT 'green seal of approval.' The GT would need to develop administrative procedures and communication strategies for this process.

cc: Green Team



KIRKLAND CITY COUNCIL SPECIAL MEETING MINUTES  
November 06, 2013

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

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

Members Absent: Councilmember Shelley Kloba.

Councilmember Kloba was absent/excused.

3. STUDY SESSION

a. 2013-2014 Mid-Biennial Budget Update

Joining Councilmembers for this discussion were City Manager Kurt Triplett and Director of Finance and Administration Tracey Dunlap.

4. EXECUTIVE SESSION

Mayor McBride announced that Council would enter into executive session to discuss pending litigation and the performance of a public employee, and would return to their special meeting at 7:30 p.m., which they did. City Attorney Robin Jenkinson was also in attendance for the first topic of the executive session.

a. To Discuss Pending Litigation

b. To Discuss the Performance of a Public Employee

5. HONORS AND PROCLAMATIONS

a. 2013 Kirkland Arbor Day Proclamation

Urban Forester Deb Powers and Green Kirkland Partnership Supervisor Sharon Rodman accepted the proclamation from Mayor McBride and Councilmember Walen.

6. COMMUNICATIONS

a. Announcements

b. Items from the Audience

Neil Beaver

c. Petitions

7. SPECIAL PRESENTATIONS

a. CERT (Community Emergency Response Team) Fall 2013 Graduation

Deputy Fire Chief Joe Sanford made a presentation to the Council about the Community Emergency Response Team (CERT) Program and the 14th graduating class from the program. Volunteer Christina Brugman joined Deputy Fire Chief Joe Sanford and Mayor McBride in distributing certificates to the graduates.

b. Semi Annual Service Awards Recognition

Mayor McBride was joined by Director of Human Resources and Performance Management Jim Lopez in presenting twenty year service awards to Senior Human Resources Analyst Rod Lank and Transportation Engineering Manager David Godfrey. A twenty-five year service award was presented to Water Manager Greg Neumann. Thirty year service awards were presented to Executive Assistant Janet Jonson and Police Detective James Kissinger. Thirty-five year service awards were presented to Battalion Chief Larry Peabody and Police Sergeant Patrick Gallagher.

c. Food Policy Council Presentation

Puget Sound Regional Food Policy Council representatives Senior Planner Rebeccah Maskin and Associate Planner Liz Underwood-Bultmann shared information on food policy blueprints.

8. CONSENT CALENDAR

a. Approval of Minutes

(1) October 15, 2013 Special Meeting

(2) October 15, 2013

(3) October 16, 2013 Special Meeting

b. Audit of Accounts:

Payroll \$2,633,687.43

Bills \$6,798,793.36

run #1256 check #547490

run #1257 checks #547514 - 547519

run #1258 checks #547520 - 547682

run #1259 check #547699

run #1260 check #547700

run #1261 checks #547701 - 547708  
run #1262 checks #547709 - 547856  
run #1263 checks #547857 - 547882  
run #1264 checks #547887 - 548011

c. General Correspondence

d. Claims

Claims received from Brian Dai, Synnove Fielding, Andrea Fitzgerald, Albert Squires and Sarah Talbot were acknowledged via approval of the Consent Calendar.

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) 7th and 8th Avenue W. Alley Sewermain Replacement Project, Kamins Construction Company, Bothell, WA

g. Approval of Agreements

(1) Resolution R-5010, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF AUBURN, BAINBRIDGE ISLAND, BELLEVUE, BOTHELL, BREMERTON, BURLINGTON, CAMAS, DES MOINES, EVERETT, FERNDAL, ISSAQUAH, KELSO, KENT, KIRKLAND, LONGVIEW, LYNNWOOD, MOUNT VERNON, POULSBO, RENTON, SAMMAMISH, SEATAC, SNOQUALMIE AND SUMNER AND COWLITZ COUNTY REGARDING LEGAL SERVICES."

(2) Kingsgate Water Facilities - Annexation Agreement:

(a) Resolution R-5011, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL KINGSGATE ANNEXATION AGREEMENT REGARDING WATER FACILITIES BETWEEN THE CITIES OF KIRKLAND AND REDMOND."

(b) Ordinance O-4424, and its Summary, entitled "AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING KIRKLAND MUNICIPAL CODE 15.24.020, THE MONTHLY WATER RATES TABLE, TO CLARIFY THAT BASIC CHARGES ARE NOT APPLIED TO IRRIGATION WATER USAGE."

(3) Resolution R-5012, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN THE INTERLOCAL COOPERATIVE AGREEMENT TO CONSOLIDATE AND COORDINATE TRAINING AND SHARE RESOURCES FOR THE EAST METRO TRAINING GROUP."

h. Other Items of Business

(1) Additional Funding for Totem Lake/Juanita Basin Stormwater Retrofit Conceptual Design Project

The use of \$56,722 in Surface Water Utility reserves was approved via approval of the Consent Calendar for the addition of four tasks to the Totem Lake/Juanita Basin Stormwater Retrofit Conceptual Design Project.

(2) Resolution R-5013, 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."

(3) Emergency Sewer Program Petition Response

(4) School Impact Fee Annual Report

(5) Remittance of Duck Dash Raffle Tax Receipts to Selected Agency

Council approved the remittance of raffle tax receipts in the amount of \$809.80 to the Kirkland Interfaith Transitions in Housing organization via approval of the Consent Calendar.

(6) Report on Procurement Activities

Motion to Approve the Consent Calendar.

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

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

9. PUBLIC HEARINGS

a. Ordinance O-4421 and its Summary, Relating to Land Use and Zoning and Providing Interim Official Zoning Controls for Zoning Districts Adjoining the Cross Kirkland Corridor and the Eastside Rail Corridor Within the City of Kirkland.

Mayor McBride reopened the public hearing, which had been continued from Council's regular meeting on October 15, 2013. Planning Supervisor Jeremy McMahan provided an update on changes made to the proposed interim ordinance based on Council direction and testimony from the prior hearing date. No further testimony was offered and the Mayor closed the public hearing.

Motion to Approve Ordinance O-4421 and its Summary, entitled "AN INTERIM ORDINANCE OF THE CITY OF KIRKLAND RELATING TO LAND USE AND ZONING AND PROVIDING INTERIM OFFICIAL ZONING CONTROLS FOR ZONING DISTRICTS ADJOINING THE CROSS KIRKLAND CORRIDOR AND THE EASTSIDE RAIL

CORRIDOR WITHIN THE CITY OF KIRKLAND" as amended.

Moved by Deputy Mayor Doreen Marchione, seconded by Councilmember Amy Walen

Vote: Motion carried 6-0

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

Motion to Amend Ordinance O-4421 to expand the existing allowance in TL zones for retail sales for artisan/manufacturing uses.

Moved by Deputy Mayor Doreen Marchione, seconded by Councilmember Amy Walen

Vote: Motion carried 6-0

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

## 10. UNFINISHED BUSINESS

### a. Firing Range and Public Safety Building Update

Capital Projects Manager Dave Snider and Nicole Brown of OAC Services provided a status update on the progress of the ongoing PSB construction and an overview of a proposed construction contract change. Police Captain Mike Ursino also shared information relative to the firing range.

Motion to Approve a construction contract change to complete the build-out of the Police Department Firing Range and authorize a project budget increase of \$1,122,000 for the range using funds identified as part of the mid-biennial budget adjustments.

Moved by Councilmember Dave Asher, seconded by Councilmember Penny Sweet

Vote: Motion carried 6-0

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

### b. Freestanding Solar Panel Report

Planning and Community Development Director Eric Shields responded to Council questions and comment.

### c. Resolution R-5014, Calling Upon the Sound Transit Board to Actively Involve Local Jurisdictions in the Planning of Sound Transit 3 and to Include Connections to the Totem Lake Urban Center in Sound Transit 3.

Transportation Engineering Manager David Godfrey provided an overview of the proposed resolution and interest statement and responded to Council questions and comment.

Motion to Approve Resolution R-5014, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND CALLING UPON THE SOUND TRANSIT BOARD TO ACTIVELY INVOLVE LOCAL JURISDICTIONS IN THE PLANNING OF SOUND TRANSIT 3 AND TO INCLUDE CONNECTIONS TO THE TOTEM LAKE URBAN CENTER IN SOUND TRANSIT 3" as amended.

Moved by Councilmember Dave Asher, seconded by Councilmember Amy Walen

Vote: Motion carried 6-0

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

Motion to Amend Resolution R-5014, by adding the words "via the Cross Kirkland Corridor" to Section 2 of the resolution after the words "Totem Lake Urban Center."

Moved by Councilmember Dave Asher, seconded by Councilmember Amy Walen

Vote: Motion carried 6-0

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

11. NEW BUSINESS

None.

12. REPORTS

a. City Council

(1) Finance and Administration Committee

Chair Walen reported on the "Goal of the Month" concept, the audit exit conference and the City's clean audit.

(2) Public Safety Committee

Chair Sweet reported on the Public Safety firing range; the residential fire sprinkler process; and protocols for police response.

(3) Community Planning, Housing and Economic Development Committee

Have not met.

(4) Public Works, Parks and Human Services Committee

Chair Marchione reported on Sound Transit long-range and ST3 planning; regional plastic bag regulations, plastic bag survey and potential program; pedestrian access facilities across I-405 at NE 124th Street; and a renovation plan for Waverly Beach Park.

(5) Regional Issues

Councilmembers shared information regarding a recent Rail~Volution Conference; KTUB open house; A.G. Bell Elementary School open house; Together Center luncheon; Cross Kirkland Corridor Community Walk; Youth Eastside Services founders day celebration; Leadership Eastside Network Inspiration (LENI) awards; upcoming Sound Cities Association Public Issues Committee meeting; Sound Cities Association Annual meeting; upcoming speaking engagement on Kirkland's public records ordinance at a Continuing Legal Education workshop in January; Governor Inslee's Climate Legislative and Executive Workgroup; proposed Flood Control tax increase; and a recent meeting with King County Executive Dow Constantine about Sound Transit ST3.

b. City Manager

(1) City Council Meeting with the Highlands and Norkirk Neighborhoods

(2) Calendar Update

City Manager Kurt Triplett reminded the Council of National League of Cities training opportunities; Council agreed that Councilmember Nixon and Deputy Mayor Marchione would attend the Sound Cities Association meeting and that Councilmember Nixon would be the voting delegate; Council was informed of the National Association of Telecommunications Officers and Advisors (NATOA) awards for "Kirkland Works" videos; and updated the council on recent discussions regarding the aquatic facility as well as a study session on the issue to take place on December 10, 2013.

13. ITEMS FROM THE AUDIENCE

14. ADJOURNMENT

The Kirkland City Council Special Meeting of November 6, 2013 was adjourned at 9:21 p.m.

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City Clerk

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Mayor



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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager  
**From:** Kathi Anderson, City Clerk  
**Date:** November 13, 2013  
**Subject:** CLAIM(S) FOR DAMAGES

**RECOMMENDATION**

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

**POLICY IMPLICATIONS**

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

**BACKGROUND DISCUSSION**

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

- (1) Shaofeng Bu  
12925 113<sup>th</sup> Place NE  
Kirkland, WA 98034

**Amount:** \$365.05

**Nature of Claim:** Claimant states damage to property resulted when tree fell onto fence.

- (2) Jemco Components and Fabrication  
603 5<sup>th</sup> Place South  
Kirkland, WA 98033

**Amount:** Unspecified amount

**Nature of Claim:** Claimant states damage to property resulted from storm drain overflow.

- (3) Falcon Ridge Home Owners Association  
Erik Koehler, Manager  
Pinnacle Family of Companies  
2801 Alaskan Way, Suite 200  
Seattle, WA 98121

**Amount:** \$602.25

**Nature of Claim:** Claimant states damage resulted when tree fell onto fence.

- (4) Cesar Julian Resendiz  
15374 173<sup>rd</sup> Avenue SE  
Monroe, WA 98272

**Amount:** \$993.38

**Nature of Claim:** Claimant states damage resulted from vehicle impound.

- (5) George Schlund  
14159 91<sup>st</sup> Court NE  
Kirkland, WA 98034

**Amount:** Unspecified Amount

**Nature of Claim:** Claimant states damage to vehicle resulted from paint overspray during repaving project at Simonds Road NE and 100th Avenue N.E.

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



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

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** November 4, 2013

**Subject:** 6<sup>th</sup> Street Sidewalk Project – Accept Work

### **RECOMMENDATION:**

It is recommended that City Council accept the 6<sup>th</sup> Street Sidewalk Project, as constructed by NPM Construction Company of Maple Valley, WA, and establish the statutory lien period.

### **BACKGROUND DISCUSSION:**

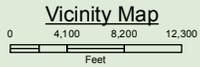
The 6<sup>th</sup> Street Sidewalk Project completed missing sidewalk gaps in an east section of the Moss Bay neighborhood bordering the central business district near 6<sup>th</sup> Street at Kirkland Avenue. The work also included new wheelchair ramps to meet ADA requirements at existing crossings and a new crossing on Kirkland Avenue, immediately west of 6<sup>th</sup> Street, together with related storm water system improvements (Attachment A).

At their regular meeting on May 7, 2013, the Council awarded the contract for this project to NPM Construction Company in the amount of \$150,895.60. The work began June 10, 2013 and was completed on July 30, 2013. The total amount earned by the Contractor was \$154,685, including payments for varying bid item quantities and for three change orders. The change orders were issued to cover plan modifications based on unknown utility conflicts with the new storm drainage improvement at the new curb line, an unanticipated fire hydrant modification to match new sidewalk grades, and associated increased landscape (hydro-seeding) restoration.

With current total Project expenses of \$249,545 and an approved budget of \$265,000, there is currently an estimated budget surplus of over \$15,455. At the time of project award the total Project budget included grant funding from the Transportation Improvement Board (TIB), under its Urban Sidewalk Program, for \$153,500 and City matching funds in the amount of \$111,500 (Attachment B). At final Project close-out all remaining City funds will be returned to the appropriate funding sources.

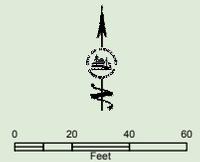
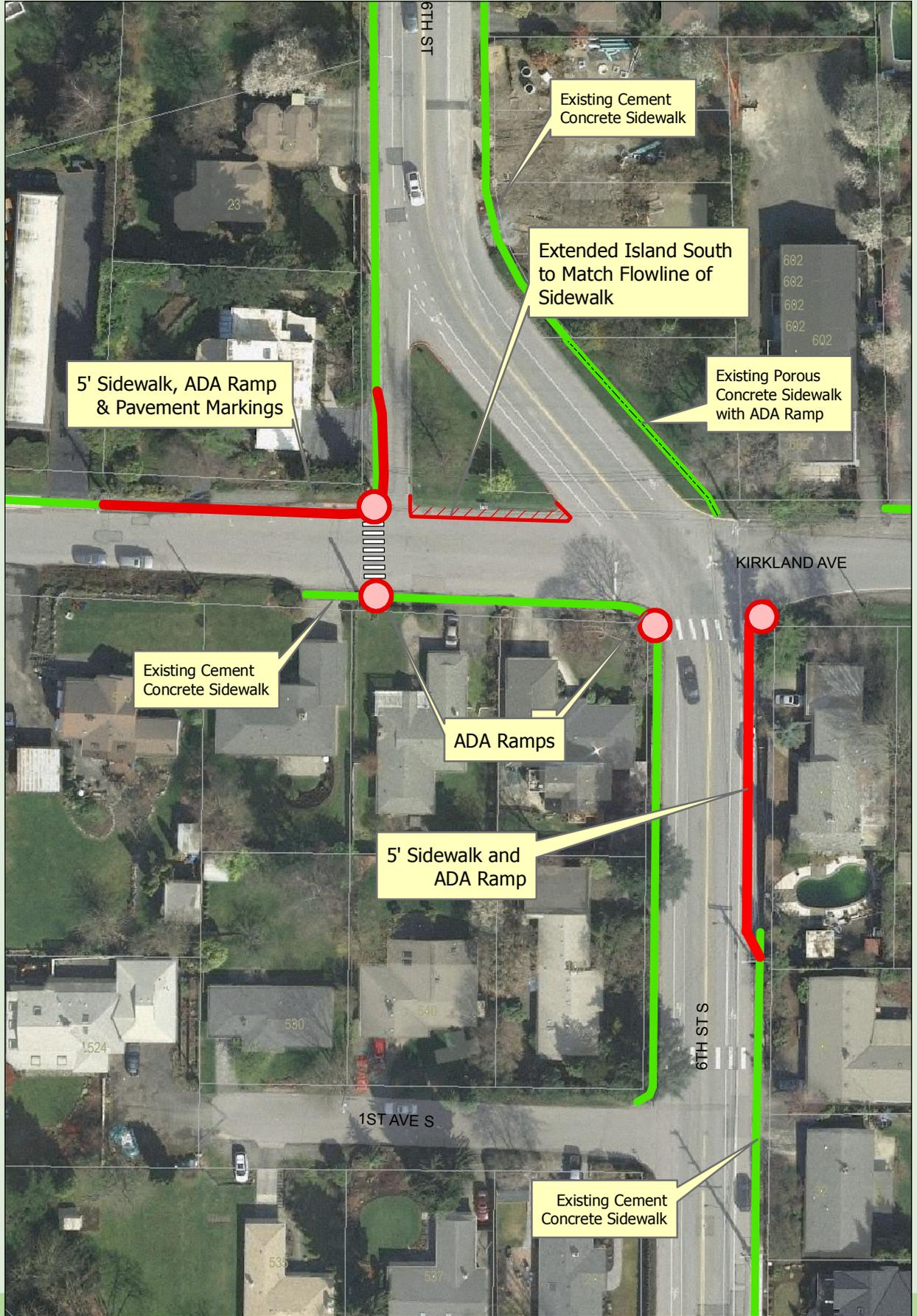
Attachment A – Vicinity Map  
Attachment B – PBR

# City of Kirkland - 6th Street Sidewalk



**Map Legend**

- Ramps
- New Sidewalk
- Existing Sidewalk
- Tax Parcels



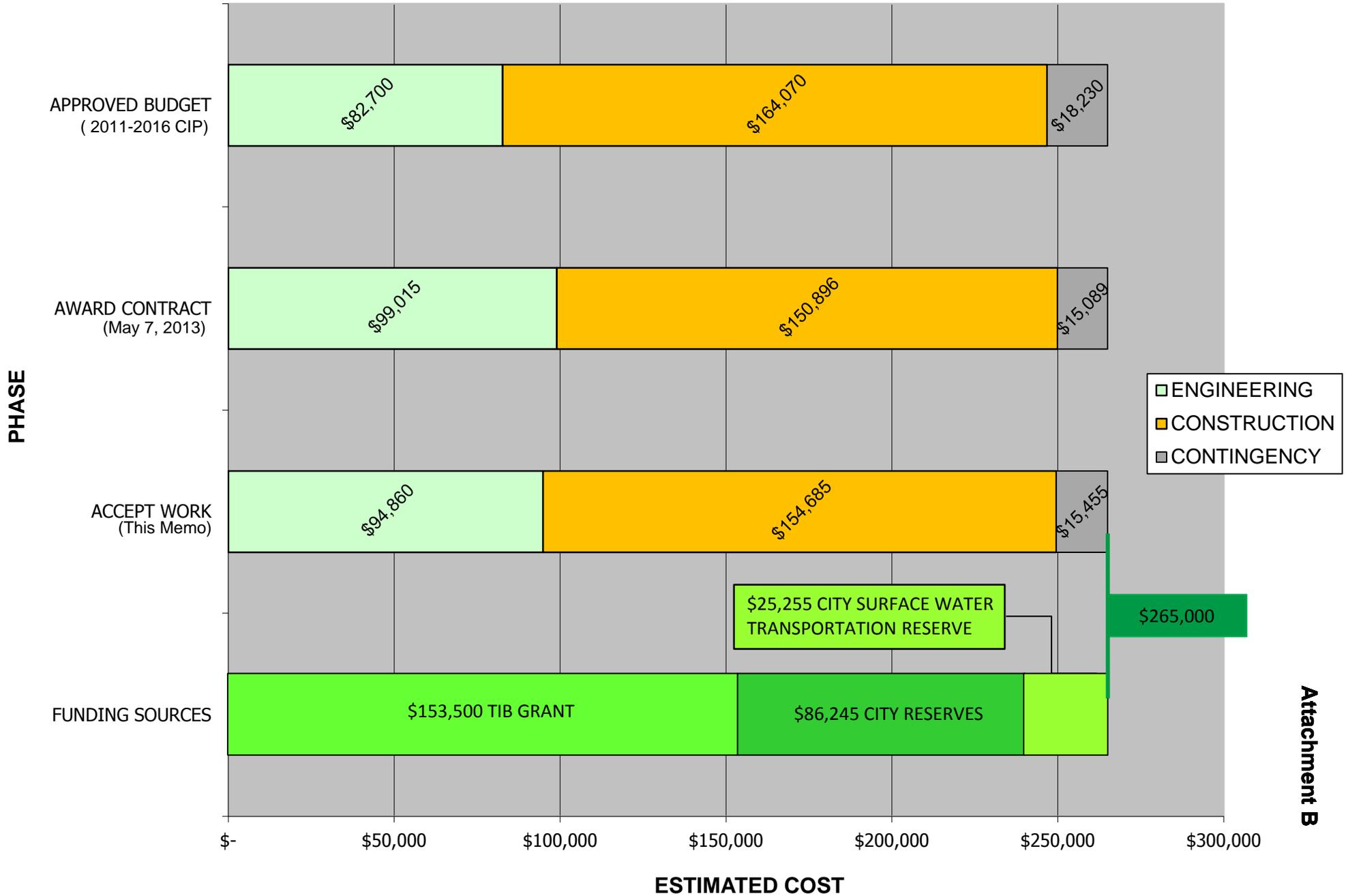
Produced by the City of Kirkland.  
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No warranties of any sort, including but not limited to accuracy, fitness or merchantability, accompany this product.

-Map Date: 4/12/2013

**6th STREET SIDEWALKS PROJECT  
(CNM -0059)**

**Attachment B**

**PROJECT BUDGET REPORT**



**Attachment B**



## **CITY OF KIRKLAND**

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

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

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### **MEMORANDUM**

**To:** City Council

**From:** Robin S. Jenkinson, City Attorney

**Date:** November 8, 2013

**Subject:** Amendment to Employment Agreement

#### **RESOLUTION APPROVING AMENDMENT TO EMPLOYMENT AGREEMENT:**

If the City Council wishes to authorize the Mayor to execute an amendment to the employment agreement with City Manager Kurt Triplett, then it is recommended that the Council approves the attached resolution. The proposed amendment to the employment agreement would remove the temporary residency waiver that was provided in the initial employment agreement and extend the duration of the agreement to December 31, 2018. The other terms and conditions in the employment agreement approved by the Council on June 15, 2010, would remain the same.

#### **BACKGROUND DISCUSSION:**

The City Manager's employment agreement provides for an initial five-year duration through June 30, 2015. The agreement also provides that the residency requirement in Chapter 35A.13 RCW is waived for the same duration. The City Manager moved his residence to the City in 2011, so there is no longer a need for the residency waiver. The amendment extends the duration of the employment agreement until December 31, 2018.

Attachment A: Employment Agreement

## **EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into between Kurt Triplett ("City Manager") and the City of Kirkland ("City") to describe the terms and conditions of the City Manager's employment with the City.

### **1. Agreement and Effective Date**

The effective date of this Agreement is June 28, 2010. In accordance with the provisions of Chapter 35A.13 RCW, the City Manager is appointed by the Kirkland City Council ("Council") for an indefinite term and may be removed at any time by a vote of the majority of the Council.

### **2. Residence**

The City agrees to temporarily waive the residency requirement, as provided under Chapter 35A.13 RCW, for the duration of this initial Agreement or until such time as the City Manager sells his current home, whichever occurs first; however, the City Manager shall exercise good faith efforts to move his residence to the City within two years following employment.

### **3. Powers and Duties**

The City Manager's powers and duties shall be as provided for by the laws of the State of Washington, by City ordinance, and as the Council may from time to time prescribe. The City Manager agrees to abide by the International City Management Association ("ICMA") Code of Ethics.

### **4. Salary**

The City Manager's initial annual salary shall be \$174,000. The City Manager shall be eligible for and shall receive annual cost-of-living adjustments ("COLA") awarded to City employees in the Executive Management group. In addition, the Council shall review the City Manager's salary in December 2011 and annually thereafter to determine whether further salary adjustments are appropriate based on merit or other considerations. Any salary adjustments approved by the Council based on this review shall become effective January 1 of the following year. The City Manager's salary will not be reduced during the term of this Agreement (absent removal or resignation) unless the average salary for City's Management and Confidential ("MAC") employees is reduced, in which case the City Manager's salary may not be reduced by more than the MAC average reduction.

Notwithstanding any other terms of this Section 4, the City Manager's annual salary as set forth above shall be subject to the 3.4% temporary salary reduction currently in effect for the City's MAC employees. The City Manager's temporary salary

reduction shall expire when the temporary salary reduction expires for the City's MAC employees. In consideration for this temporary salary reduction the City Manager shall receive paid furlough days on the same terms as MAC employees.

## **5. Performance Appraisals**

The Council and the City Manager shall meet semi-annually to discuss the City Manager's performance, and the Council shall complete an annual review of the City Manager's performance at a Council meeting in December. Performance appraisal may be combined with the annual salary review.

## **6. Benefits**

### ***Holidays and Leaves***

Upon employment, the City Manager shall be credited with an initial balance of 40 hours of vacation leave and 80 hours of sick leave. Thereafter, the City Manager shall accrue 20 days' vacation leave per year and shall be granted holidays, sick leave, and management leave as provided in Kirkland Municipal Code Chapter 3.80. Unused vacation leave may be carried forward to the next calendar year, so long as the total balance of vacation leave does not exceed 240 hours. There shall be no payment in lieu of vacation except as provided in Section 7, below.

The City Manager shall also be granted a Community Service Day on the same terms as employees in the Executive Management group.

### ***Benefits and Insurance***

The City Manager will be provided medical, dental, disability, employee assistance program, life insurance and other benefits not otherwise addressed in this Agreement on the same terms as employees in the Executive Management group. The City will reimburse the City Manager for the cost of an annual physical examination to the extent such cost is not covered by insurance, up to a maximum of \$1,500 per year or such amount as may be authorized in the biennial budget for members of the Executive Management group.

### ***Retirement***

In lieu of federal Social Security contributions, equivalent employer and employee contributions shall be made to the Municipal Employees Benefit Trust.

The City shall make required employer contributions on the City Manager's behalf into the Public Employees' Retirement System Plan 2 (PERS 2). The City Manager shall be responsible for the PERS 2 employee contribution. The City shall also contribute an amount equal to 3% of base salary to an ICMA 401A retirement plan for the City Manager's benefit, subject to and in accordance with the terms of the plan and Internal Revenue Code requirements.

The City Manager may elect to direct pre-tax dollars to a voluntary ICMA deferred compensation plan for City employees, subject to and in accordance with the terms of the plan and Internal Revenue Code requirements.

### ***Automobile and Travel***

In lieu of other expense reimbursement for travel within the local area, the City Manager shall receive \$425 per month to defray the expense of using a personal automobile for official travel. (Pursuant to Chapter 42.24 RCW, it is the determination of the Council that this means of reimbursement is less costly than providing an automobile to the City Manager.) The City Manager will also be entitled to mileage reimbursement (or use of City vehicles, if available) for City business travel outside the local area, meaning outside of a 50-mile radius of Kirkland City Hall. In addition, the City Manager may be reimbursed for other reasonable and necessary expenses incurred in the course of City business in accordance with City policy (currently Reimbursable Expense Policy No. 3-2).

## **7. Termination and Severance Pay**

In the event the City Manager is removed from office or asked to resign by the Council during the term of this Agreement, the City Manager shall receive severance pay equal to six months' salary; *provided* that the City Manager shall not be eligible for severance pay if removed or asked to resign for malfeasance in office or conviction of a felony. Severance pay shall not be payable upon expiration of this Agreement (or any automatic extension hereof) if either party gives timely notice of intent not to renew under Section 10.

In the event the City Manager voluntarily resigns and gives at least 90 days' advance notice in writing, the City Manager shall be paid at separation for up to 240 hours of unused vacation, or such lesser amount as will avoid excess compensation liability to the City under applicable retirement laws.

## **8. Indemnification, Hold Harmless and Defense**

The City shall indemnify, hold harmless and defend the City Manager from and against any claims related to or arising out of the exercise of his powers and duties as City Manager to the extent provided by and in accordance with Chapter 3.72 of the Kirkland Municipal Code and RCW 4.96.041.

## **9. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes any other agreements, oral or written, between the parties.

## **10. Duration**

This Agreement is effective June 28, 2010, and shall continue in effect through June 30, 2015, absent prior termination. This Agreement will be automatically extended for additional one-year periods on the same terms and conditions, unless it is

superseded by a new written agreement between both parties or unless either party gives the other written notice of intent not to renew at least six months prior to the expiration date (i.e., before January 1, 2015, or, in the event of automatic extension, before the applicable subsequent anniversary date); *provided* that Section 2 is not subject to automatic extension and shall not continue past June 30, 2015, absent specific agreement in writing.

**11. Review**

Either party may request review and/or renegotiation of any provision of Agreement during the duration of this Agreement, but no changes to any of the provisions may be made without the agreement of both parties.

DATED this 28<sup>th</sup> day of June, 2010.

  
Kurt Triplett, City Manager

  
Joan McBride, Mayor

Attest:

  
Kath Anderson  
City Clerk

RESOLUTION R-5015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE KIRKLAND CITY COUNCIL AND KURT TRIPLETT, ITS CITY MANAGER.

WHEREAS, the City Council of the City of Kirkland has evaluated the City Manager's knowledge, experience, administrative skills and abilities during his tenure as City Manager and desires to extend his appointment in the position of City Manager; and

WHEREAS, the City Manager moved his residence to the City in 2011 and there is no longer any need for a temporary waiver of the residency requirement as provided in RCW 35A.13.050;

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

Section 1. The Amendment to Employment Agreement, attached as Exhibit "A" and incorporated by reference, is approved by the Kirkland City Council as an amendment to the Employment Agreement with Kurt Triplett as Kirkland City Manager, approved June 15, 2010.

Section 2. The Mayor is authorized to sign an Amendment to Employment Agreement which is substantially similar to that attached as Exhibit "A" on behalf of the City of Kirkland and its City Council.

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between Kurt Triplett ("City Manager") and the City of Kirkland ("City") amending the Employment Agreement ("Agreement"), approved by the City Council on June 15, 2010.

**Recitals.**

The City Council of the City of Kirkland has evaluated the City Manager's knowledge, experience, administrative skills and abilities during his tenure as City Manager and desires to extend his appointment in the position of City Manager; and

The City Manager moved his residence to the City in 2011 and there is no longer any need for a temporary waiver of the residency requirement in RCW 35A.13.040.

**Pursuant to the above recitals, and in consideration of the benefits to be received by each party, it is agreed as follows:**

1. Section 2 of the Agreement is amended to read as follows:

**2. Residence**

The City Manager shall reside within the City.

2. Section 10 of the Agreement is amended to read as follows:

**10. Duration.**

This Agreement is effective June 28, 2010, and shall continue in effect through December 31, 2018, absent prior termination. This Agreement will be automatically extended for additional one-year periods on the same terms and conditions, unless it is superseded by a new written agreement between both parties or unless either party gives the other written notice of intent not to renew at least six months prior to the expiration date (i.e., before June 1, 2018, or, in the event of automatic extension, before the applicable subsequent anniversary date).

3. All other terms and conditions of the Agreement approved June 15, 2010, shall remain the same.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

City of Kirkland

\_\_\_\_\_  
Kurt Triplett

\_\_\_\_\_  
Joan McBride, Mayor



## CITY OF KIRKLAND

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

www.kirklandwa.gov

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### MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** November 8, 2013

**Subject:** Amendment to Interlocal with Finn Hill Park & Recreation District

#### RECOMMENDATION:

That the City Council passes a resolution authorizing the City Manager to sign an Amendment to the Interlocal Agreement Concerning O.O. Denny Park between the City of Kirkland ("City") and the Finn Hill Park & Recreation District ("District").

#### BACKGROUND DISCUSSION:

The City and the District entered into an Interlocal Agreement Concerning O.O. Denny Park ("Agreement") dated March 7, 2013 under which the City took over management and maintenance responsibilities for O.O. Denny Park. With the assumption by the City of management of O.O. Denny Park, the District is in the process of winding up its business and plans to dissolve before the end of 2013. The District has remaining funds in the amount of \$175,000 that it would like to transfer to the City prior to dissolution for use on park projects in the District boundaries.

The Agreement provides that the District may propose projects to the City for O.O. Denny Park to be funded by the District. The proposed amendment identifies a new picnic shelter and related improvements such as tables and pathways, as well as installation of an irrigation system and fencing as projects to improve the Park. City staff has reviewed the District's proposal and supports the identified projects.

Under the proposed Amendment, the District would transfer the \$175,000 to the City to be used by the City for installation of the identified projects. In the event the \$175,000 is not sufficient to complete all of the identified projects, the City would not be required to expend additional funds. In the event there is money left over after completion of the identified projects, the City would spend the remaining funds on additional projects in O.O. Denny Park or in Juanita Heights Park, which is also within the boundaries of the District.

It is anticipated that the District will approve and execute the attached Amendment at a special meeting to be held on November 14, 2013.

RESOLUTION R-5016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN AMENDMENT TO AN INTERLOCAL AGREEMENT WITH THE FINN HILL PARK & RECREATION DISTRICT CONCERNING O.O. DENNY PARK.

WHEREAS, the City of Kirkland ("City") and the Finn Hill Park & Recreation District ("District") entered into an Interlocal Agreement Concerning O.O. Denny Park ("Agreement") dated March 7, 2013; and

WHEREAS, it is anticipated that the District will wind up its affairs and be dissolved by the end of 2013; and

WHEREAS, the District would like to transfer its remaining funds to the City to be used towards park improvement projects at O.O. Denny Park and Juanita Heights Park, both of which are in the District; and

WHEREAS, the City is willing to accept the funds from the District for the purposes set forth in the attached Amendment to Interlocal Agreement Concerning O.O. Denny Park ("Amendment"); and

WHEREAS, Chapter 39.34 RCW authorizes the parties to enter into interlocal agreements (and amendments thereto) to perform any governmental service, activity or undertaking which each contracting party is authorized by law to perform.

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Amendment substantially similar to that attached as Exhibit "A", which is entitled "Amendment to Interlocal Agreement Concerning O.O. Denny Park."

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

**AMENDMENT TO INTERLOCAL AGREEMENT  
CONCERNING O. O. DENNY PARK**

The City of Kirkland (the "City" herein) and Finn Hill Park & Recreation District (the "Park District") do hereby amend their Interlocal Agreement Concerning O. O. Denny Park dated March 7, 2013 as follows:

**1. PARK IMPROVEMENTS PROJECTS.** The Board of Commissioners of the Park District and City staff have identified the location and design for an additional picnic shelter at O. O. Denny Park (the "Park"), including related improvements such as tables and pathways and have identified the installation of an irrigation system and fencing as projects to improve the Park pursuant to Section 5 of the Interlocal Agreement (the "Section 5 Projects"). The parties wish to proceed with these improvements to the Park.

The Park District has \$175,000.00 to fund the costs related to the installation of the additional picnic shelter and Section 5 Projects. The Park District desires to provide such funding to the City to allow it to install the additional picnic shelters and complete the Section 5 Projects to the extent such funds are sufficient to cover such costs. It is estimated that the cost of the installation of the additional picnic shelter and the foregoing projects will equal or exceed such funding.

**2. TRANSFER OF FUNDS TO CITY.**

2.1 Following the execution of this amendment, the Park District will transfer \$175,000.00 to the City. The City agrees to hold and use said funds it receives from the Park District for the costs and expenses it incurs in the installation of the additional picnic shelter and carrying out the Section 5 Projects in O. O. Denny Park. In the event there should be funds remaining after the completion of the projects described above, the City agrees to use the remaining funds for other work which improves the physical condition of O. O. Denny Park or Juanita Heights Park.

2.2 Without the need for physical segregation of said funds, the City shall designate the funding provided by the Park District as reserved for the foregoing purposes. The City shall have discretion in determining how and when the picnic shelter will be installed and other projects carried out and whether any projects should be modified.

2.3 If the cost of the foregoing projects exceed the funding provided by the Park District, the City shall not be obligated to carry out all of the projects, but may carry out such improvements at O. O. Denny Park as it finds it is able to complete with the funding provided by the Park District.

3. **EFFECT.** Except as expressly modified herein, the Interlocal Agreement concerning O. O. Denny Park shall remain in full force and effect.

DATED: November \_\_\_\_, 2013.

FINN HILL PARK & RECREATION DISTRICT

CITY OF KIRKLAND

By \_\_\_\_\_  
Chairman of the Board of Commissioners

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Secretary of the Board of Commissioners

**CITY OF KIRKLAND**

Department of Parks &amp; Community Services

505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300

www.kirklandwa.gov

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Jennifer Schroder, Director

**Date:** November 7, 2013

**Subject:** Interlocal Agreement Between the Seattle Department of Parks and Recreation and the City of Kirkland for Operation and Maintenance of Orian O. Denny Park

**RECOMMENDATION:**

That City Council authorizes the City Manager to sign the attached Interlocal Agreement for Operation and Maintenance of the Orian O. Denny Park ("Agreement") between the City of Kirkland and the City of Seattle Department of Parks and Recreation ("Seattle Parks").

**BACKGROUND DISCUSSION:**

On November 6, 2012, Kirkland voters approved Proposition 2: City Parks Maintenance, Restoration and Enhancement Levy. The levy is projected to raise \$2.35 million annually to fund preservation, maintenance and enhancement of Kirkland's parks and natural areas. The levy increases the level of maintenance of Kirkland's parks, provides lifeguards at Houghton, Waverly and Juanita beaches, continues the restoration of Kirkland's forests and natural areas (Green Kirkland Partnership), provides for the maintenance of the Cross Kirkland Corridor and includes funding for the ongoing maintenance of Orian O. Denny Park (also called "O.O. Denny Park").

On March 19, 2013, the City Council approved the Transfer Amendment of the Orian O. Denny Park Management and Maintenance Agreement between the City of Seattle Department of Parks and Recreation and Finn Hill Park and Recreation District ("FHPRD") to the City of Kirkland (the "Amendment"). The Amendment provided a short-term transfer of the agreement that existed between FHPRD and Seattle Parks to the City of Kirkland until an Interlocal Agreement for the management of Orian O. Denny Park is reviewed and approved by both Seattle City Council and Kirkland City Council.

The Interlocal Agreement Between Seattle Parks and the City of Kirkland for operation and maintenance for O.O. Denny Park authorizes the City to operate, access, manage, maintain, use and occupy the park and outlines standards for maintaining the park.

**Attachments:**

- Resolution
- Interlocal Agreement Concerning Orian O. Denny Park

RESOLUTION R-5017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERLOCAL AGREEMENT WITH THE SEATTLE DEPARTMENT OF PARKS AND RECREATION FOR OPERATION AND MAINTENANCE OF O.O. DENNY PARK.

WHEREAS, the City of Seattle, through its Department of Parks and Recreation ("Seattle") owns O.O. Denny Park; and

WHEREAS, the City of Kirkland ("Kirkland") annexed the area where O.O. Denny Park is located on June 1, 2011; and

WHEREAS, O.O. Denny Park has been previously maintained by the Finn Hill Park & Recreation District ("FHPRD"), which is to be dissolved on or prior to December 31, 2013; and

WHEREAS, Seattle, Kirkland and the FHPRD seek to facilitate an orderly transition of services associated with operation and maintenance of O.O. Denny Park from the FHPRD to Kirkland; and

WHEREAS, Seattle seeks continued operation and maintenance of O.O. Denny Park and Kirkland is willing to provide such operation and maintenance services;

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

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

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Kirkland an Interlocal Agreement substantially similar to that attached as Attachment "A", which is entitled "Interlocal Agreement Between the Seattle Department of Parks and Recreation and the City of Kirkland for Operation and Maintenance of Orian O. Denny Park."

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

**INTERLOCAL AGREEMENT**  
**Between**  
**THE SEATTLE DEPARTMENT OF PARKS AND RECREATION**  
**And**  
**THE CITY OF KIRKLAND**  
**For**  
**FOR OPERATION AND MAINTENANCE OF ORIAN O. DENNY PARK**

This Interlocal Agreement ("Agreement") is for the operation and maintenance of Orian O. Denny Park ("Park"), and is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between The City of Seattle, a Washington municipal corporation ("Seattle"), through its Department of Parks and Recreation ("DPR") and the City of Kirkland, a Washington municipal corporation ("Kirkland") pursuant to Chapter 39.34 RCW and other authority. Seattle and Kirkland are referred to herein individually as a "Party" and together as the "Parties".

**RECITALS**

- A. Seattle, by and through the DPR, owns and operates the Park; and
- B. On June 1, 2011, the neighborhood where the Park is located was annexed into the city of Kirkland; and
- C. On November 6, 2012, the voters of the city of Kirkland approved Proposition No. 2, which authorized funding to provide Park operation and maintenance; and
- D. The Finn Hill Park and Recreation District, a metropolitan park district ("FHPRD") formed in order to provide operation and maintenance of the Park, will dissolve, effective December 31, 2013; and
- E. Seattle, FHPRD and Kirkland desire to facilitate an orderly transition of services associated with the operation and maintenance of the Park; and
- F. DPR seeks continued operation of the Park through the operation and maintenance by Kirkland; and

G. The Parties intend to provide an example of environmentally-friendly practices in public parks and to develop a programmatic approach that promotes sound environmental stewardship and volunteerism in public parks; and

H. The Parties intend to provide an example of public recreational opportunities that foster greater awareness, appreciation and knowledge of park environments; and

I. The Parties share a commitment to serving diverse public audiences in public parks; and

J. The Parties agree that the Park has been and should continue to be operated as a multi-use park, with the high-use, open portions west of Holmes Point Drive NE operated and maintained more actively as a semi-urban park, and the wooded sections south of the parking lot and east of Holmes Point Drive NE managed with minimal impact to remain a more natural, native preserve within the surrounding urban environment; and

K. The Parties acknowledge that current Seattle resource constraints and funding priorities would make it difficult, if not impossible, for DPR to satisfactorily manage and maintain the Park without contracting for the services of Kirkland in connection with such operation and maintenance; and

L. The Parties agree that the benefits to the public associated with the provision of operation and maintenance services by Kirkland will be substantial; and

M. The public will further benefit from the direct financial contributions to the maintenance of the Park that Kirkland will make as provided for herein; and

N. DPR and Kirkland seek this Agreement for the purpose of granting Kirkland immediate access to the Park for operation and maintenance.

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions and covenants described herein, Seattle and the Kirkland agree as follows:

## **ARTICLE 1 – AUTHORIZATION AND RESPONSIBILITIES**

1.1 **Authorization.** Consistent with the terms of this Agreement, Kirkland is authorized to operate, access, manage, maintain, use, and occupy the Park (“operate and

maintain”) during the Term, as defined below, for the purposes of facilitating continued use of the Park by the public.

## 1.2 Responsibilities.

### 1.2.1 Kirkland.

1.2.1.1 **Maintenance.** Kirkland agrees to maintain the Park to the standard of Kirkland’s parks system consistent with maintenance levels of parks classified as waterfront parks and open space/natural areas as identified in Kirkland’s “Park, Recreation and Open Space Plan.” This may be accomplished through use of Kirkland Park maintenance staff and volunteer labor. Kirkland’s responsibilities include recurring maintenance of the Park to the standards as described at Exhibit B (and integrated into this Agreement), as well as Minor Capital Improvements and Minor Repairs, defined below. In conducting their work, Kirkland and its contractors and agents shall protect all Park property and improvements, including but not limited to trees, plantings, grass, asphalt surfaces, irrigation facilities and drainage, from any damage which may occur as a result of their maintenance of the Park. Kirkland and its contractors or agents, must obtain all necessary permits and approvals required by applicable federal, state and local laws, ordinances, rules and regulations to perform any work on Park property. Placement and/or temporary storage of personal property, equipment, vehicles, or materials of any kind on park property shall be at Kirkland’s sole liability and risk.

1.2.1.2 **Operation.** Kirkland agrees to operate the Park and to provide for daily opening and closing of the Park, consistent with Kirkland’s park opening and closing schedules. Kirkland will work with its Police department to ensure Kirkland laws are enforced within the Park.

1.2.1.3 **Volunteers.** Kirkland may use volunteers to assist in its maintenance and management of the Park and for the provision of seasonal programs.

1.2.1.4 **Due Diligence.** In carrying out its responsibilities and obligations, Kirkland will exercise appropriate caution and use due diligence in identifying and preserving any site that may have archaeological materials. If such materials are identified, Kirkland will immediately notify Seattle and will cease work in the area until further notice by Seattle.

1.2.2 **Seattle.** As owner of the Park, DPR agrees to remain responsible, and contingent on available funds, for implementation of Major Repairs and Major Capital Improvements to the Park, including all capital facilities, whether damage to facilities and property is due to natural deterioration or vandalism. DPR agrees to provide prompt review of Kirkland requests for changes within the park.

1.3 **Standards for Maintenance, Operation and Repair.** In addition to the diligence and caution described in Section 1.2.1.4, DPR and Kirkland shall jointly set or otherwise determine all standards for park maintenance and shall jointly review the adequacy of conformance to the requirements set forth herein. For the purposes of this Agreement, such standards will be deemed to have been met if Kirkland satisfactorily meets the maintenance program standards set forth in Exhibit B. Further, DPR and Kirkland agree to work together to identify and implement, as funds are available, mutually agreed upon Major Repairs and Major Capital Improvements necessary for the Park.

1.4 **Nature of Park.** Kirkland agrees to continue managing the Park as a multi-use park, with the high-use, open portions west of Holmes Pt. Dr. NE to be operated and maintained more actively as a semi-urban park, and the wooded sections south of the parking lot and east of Holmes Point Drive NE to be operated with minimal impact.

1.5 **Termination.** This Agreement is subject to termination by either Party for any reason, including their convenience, upon 90 days' advance written notice by that Party mailed to the other Party, at the addresses shown below. This Agreement is also subject to immediate termination by either Party upon 30 days' written notice in the event the other Party breaches any of its material obligations hereunder. For the purposes of delivering notices and for routine business activities, the following are the official addresses and contact individuals of the Parties to this Agreement:

Seattle Department of Parks and Recreation  
Christopher Williams, Acting Superintendent  
Seattle Department of Parks and Recreation  
100 Dexter Avenue North  
Seattle, WA 98109

City of Kirkland Department of  
Jennifer Schroder, Director  
Kirkland Parks and Community Services  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

## **ARTICLE 2 - DEFINITIONS**

- 2.1. "Approval" (or "Approved") means the prior written consent of a party or an authorized designee thereof.
- 2.2. "Gross Receipts" means all program receipts, fees from other users, rents, class fees, and other earned income actually received by Kirkland from programming or retail sales in the Park during the Term of this Agreement.
- 2.3 "Major Capital Improvement" means all capital improvements with a cost of more than \$5,000.
- 2.4 "Major Repair" means all regular operating repairs with a cost of \$2,000 or more per occurrence and \$5,000 or more in the aggregate each calendar year.
- 2.5 "Minor Capital Improvement" means all capital improvements with a cost of less than \$5,000.
- 2.6 "Minor Repair" means all regular operating repairs with a cost of less than \$2,000 per occurrence and \$5,000 in the aggregate each calendar year.
- 2.7 "Superintendent" means the Superintendent of the DPR or the Superintendent's designee.
- 2.8 "Term" means a period of five (5) years from the effective date of this Agreement. If the Parties fail to extend this Agreement prior to sixty (60) days before the end of the initial Term, and neither party has terminated the Agreement, the terms of this Agreement, or such other terms as the Parties have agreed upon in writing, shall be renewed automatically for a one-year period thereafter unless terminated by either Party as provided in this Agreement.

## **ARTICLE 3 –INSURANCE**

### **3.1.Nature of Coverage.**

3.1.1 Kirkland shall maintain liability coverage via membership in the Washington Cities Insurance Authority, a self-insurance risk pool, for the liabilities contractually assumed by Kirkland in this Agreement, and, arising out of the activities

pertaining to this Agreement.

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

**3.2. Scope and Limits of Liability Coverage.** Coverage shall be at least as broad as:

3.2.1 General Liability: Commercial General Liability, with a limit of not less than: \$5,000,000 combined single limit per occurrence, \$5,000,000 aggregate.

The policy or coverage agreement shall include but not be limited to:

- (i) coverage for premises and operations;
- (ii) contractual liability (including specifically liability assumed herein);
- (iii) Employers Liability or "Stop-Gap" coverage.

3.2.2 Automobile Liability: Business Automobile Coverage, for a limit of not less than \$1,000,000 combined single limit per occurrence.

3.2.3 Workers' Compensation: Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, statutory limits.

**3.3. Deductibles and Self-Insured Retentions.** Any deductible and/or self-insured retention shall be the sole responsibility of Kirkland.

**3.4. Other Provisions.** The coverages required by this Agreement are to contain or be endorsed to contain the following provisions where applicable.

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

3.4.2 All Coverage Agreements. Coverage shall not be suspended, voided, canceled, materially reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice, sent by registered mail, has been given to Seattle.

3.4.3 Acceptability of Insurers. Unless otherwise accepted by Seattle, and if Kirkland obtains commercial insurance, insurance coverage is to be placed with a Best's rating of no less than A: VIII, or, if not rated by Best's, with minimum surplus the equivalent of Best's surplus size VIII.

3.4.4 Verification of Coverage. Kirkland shall furnish Seattle with evidence of general liability coverage to be received and accepted by Seattle prior to the commencement of activities associated with this Agreement. Acceptance hereunder shall be presumed unless otherwise notified by Seattle.

#### **ARTICLE 4 – FEES, CHARGES AND TAXES**

4.1 Kirkland shall be entitled to all Gross Receipts from service activities, user fees, concessions, and activities which it deems appropriate (with DPR concurrence) to authorize, charge, or permit during the Term of this Agreement.

4.2 In the event that tax revenues are reduced or become unavailable to Kirkland for unforeseen reasons, with the Superintendent's concurrence, Kirkland may reduce Park maintenance and other services to stay within its established budget.

#### **ARTICLE 5 – MISCELLANEOUS PROVISIONS**

5.1 **Notices.** All notices or documents required by this Agreement shall be in writing and shall be sufficiently given if either personally served upon the other party or sent via the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as shown in this Agreement or by such other means as the Parties agree, or to such other address as either Party hereto may specify for itself in a notice to the other.

5.2 **Long Term Rights.** This Agreement creates no additional or long-term rights of any kind in Kirkland. The rights granted to Kirkland hereunder are not transferable or assignable, either in whole or in part unless approved in writing by the Superintendent of DPR.

5.3 **Amendments.** No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

5.4 **Binding Agreement.** This Agreement shall not be binding until signed by both Parties. The provisions, covenants and conditions in this Agreement shall bind the Parties, their legal heirs, representatives, successors, and assigns.

5.5 **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

5.6 **Remedies Cumulative.** Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

5.7 **Captions.** The titles of sections are for convenience only and do not define or limit the contents.

5.8 **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5.9 **Waiver.** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by Seattle of any performance by Kirkland after the time the same shall have become due nor payment to Kirkland for any portion of the Work shall constitute a waiver by Seattle of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Seattle, in writing.

5.10 **Entire Agreement.** This document, along with any exhibits and attachments, constitutes the entire agreement between the parties with respect to the

Work. No verbal agreement or conversation between any officer, agent, associate or employee of Seattle and any officer, agency, employee or associate of Kirkland prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

5.11 **Negotiated Agreement.** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

CITY OF KIRKLAND

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

Date: \_\_\_\_\_, 2013

IN WITNESS WHEREOF, the parties have executed this contract:

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know of or have satisfactory evidence that Kurt Triplett signed this instrument, on oath stated he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
(Signature of Notary Public)

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Printed name)

Residing at:

My appointment expires: \_\_\_\_\_ .

THE CITY OF SEATTLE DEPARTMENT OF PARKS AND RECREATION

\_\_\_\_\_ Date: \_\_\_\_\_, 2013

Christopher Williams, Acting Superintendent  
City of Seattle Department of Parks and Recreation

STATE OF WASHINGTON  
COUNTY OF KING

I certify that I know or have satisfactory evidence that Christopher Williams signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it as the Acting Superintendent of the Department of Parks and Recreation of The City of Seattle to be the free and voluntary act of The City of Seattle for the uses and purposes mentioned in this instrument.

\_\_\_\_\_  
(Signature of Notary Public)

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

\_\_\_\_\_  
(Printed name)

Residing at:

My appointment expires:

EXHIBIT A – Map Of Orian O. Denny Park

EXHIBIT B –Maintenance Standards As Supplied By Kirkland



19  
Lake Washington

K9

K8

K7

Big Finn Hill Park

O O Denny Park

Juanita Triangle Park

Juanita Woodlands Park

J8

J7

NE 116TH ST

EXHIBIT B – MAINTENANCE STANDARDS  
RECURRING MAINTENANCE OF ORIAN O. DENNY PARK  
STATEMENT OF WORK

I. Plant Materials, Natural Bed Areas

Maintain all trees, shrubs, and groundcover of the lawn area in the Park in a healthy, growing condition, by performing the following operations and other work specified.

- a) Pruning (lawn and parking areas only). Pruning of trees, shrubs, and hedges shall be done as follows:
1. Fertilize Shrubs & Beds. The shrubs and plant beds throughout the Park should be fertilized once a year.
  2. Trees, shrubs, and hedges, should be shaped, trimmed, or sheared to maintain shape and function, and to keep a neat trim appearance.
    - a. The lower branches of trees should be raised above head height wherever they overhang walks or paths. A minimum of eight (8) feet of vertical clearance and a minimum of one (1) foot of horizontal clearance must be maintained. Singular branches, which are hanging below the overall tree canopy and are an impediment to pedestrian traffic or maintenance activities, should be pruned back to the first lateral. Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch to tree collar.
    - b. Kirkland shall monitor and mitigate any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestation.
  3. Cut back shrubs and ground cover to prevent encroachment into shrubs, trees, buildings, retaining walls, fences, and utility vaults. Shrubs and ground cover shall be trimmed at the edge of hard surfaces (sidewalks and curbs) and bed areas. All ground cover should be trimmed back in beds, walkways shall be kept free of ground cover. All ivy in beds around shelter shall be kept trimmed back.
  4. Remove suckers and other undesirable growth on trees and shrubs, in and adjacent to the lawn and parking areas only.
  5. Naturalized bulbs in shrub beds and tree circles shall be dead-headed after blooming and the foliage cut back once die-back is apparent.

6. Major pruning of deciduous trees and shrubs shall be done during the dormant season. Minor pruning may be done at any time.

b) Weed/Disease/Pest Control

1. All bed areas should be kept clear of weeds, leaves, debris and brush. Trees, shrub, and groundcover areas shall be kept free of weeds.
2. Weeding may be done by mechanical and/or chemical means. All spraying shall be done in compliance with all federal, state, and local laws and regulations. No chemicals are to be used in within the Orian. O. Denny Creek buffer zone (defined as the area between the rail fences on either side of the creek), and the north Park area wetlands.
3. Any damage to desirable plant material due to negligence or misuse of pesticides or herbicides will be remedied in a timely manner.
4. Minor pest control up to 12 feet vertical on all trees; and for all shrubs and groundcover. Major infestations requiring large-scale pesticide applications shall be contracted to commercial applicators.
5. Kirkland may remove dead and damaged plants and replace the same with plants of equivalent size, condition, and variety.
6. Plant materials supplied by Kirkland shall be of suitable quality.

c) Irrigation: N/A

Lawn Care

Maintain all lawns a healthy, growing condition by performing the following operations and other work specified for each site:

- a) Aerate Turf. Lawn areas if specified shall be aerated each year and overseeded in accordance with the frequency noted in Exhibit B.
- b) Edging. All lawn edges shall be edge trimmed after each mowing. This edge trimming includes cutting grass along walls, fences, foundations, curbs, sidewalks, paths, shrubs, tree trunks, poles, or any other object or structure within or bordering the lawn areas. Edging shall be done by powered edging equipment.

c) Fertilizing/Herbicides

1. Lawn area shall be fertilized as required, as determined by Kirkland and the maintenance subcontractor. The use of herbicides shall be done in accordance

with all local, state and federal statutes. Kirkland has the discretion to increase or decrease the number of fertilizer applications per year.

2. Fertilization should be scheduled prior to projected precipitation. Burning of grass due to improper fertilization work on lawn areas shall be considered property damage and shall be corrected.
- d) Mowing: Mowing shall occur on all grassy areas west of Holmes Point Drive, and as needed on the small grassy area east of Holmes Point Drive. Lawn areas shall be mowed to a uniform height of 2-3 inches, so as to maintain a neat, trim appearance. All paper, rubbish, or debris shall be removed from each lawn area prior to mowing. Mowing shall be done during the growing season, from April through November. Mowing from December through March shall be at the discretion of Kirkland. If mowing or equipment use results in clumping of grass clippings, these clippings shall be picked up and removed to the composting areas at the east end of the gravel parking lot, or removed from the site.
- e) Watering: N/A
- f) Weed/Pest Control
1. Kirkland shall be responsible for the selection and use of insecticides, fungicides, herbicides, and rodenticides, and for the specific applications for which the same may be used. Any property damage resulting from the use of such pesticides shall be the responsibility of Kirkland.
  2. Lawn areas shall be kept free of weeds. Weeding may be done by the use of selective weed killers or pre-emergent sprays.
  3. If poison baits are used for the control of moles, ground squirrels, rodents and gophers, such baits shall be placed so as not to create a hazard to persons or pets. Any property damage, health hazards and environmental impacts resulting from the use of such pesticides shall be the responsibility of the Kirkland.

#### Hard Surfaces

The entrance drive, parking areas, sidewalks, curbs, and other hard surfaces shall be kept free of leaves, litter, and debris. The use of power blowers is acceptable, however, accumulations of debris must be removed from the site and not blown unto adjacent property, street surfaces, fence lines, or planting areas (rough or bedded).

Undesired vegetation in sidewalks, curbs and other hard surfaces may be removed by use of herbicides. In no case shall any pre or post emergent herbicides with residual characteristics (e.g. Casoron) be used in these areas.

## IV. Other Services:

- a) The Park shall be opened daily no later than 8:00 am. Opening the Park shall include unlocking and opening the gates to the west (paved) and east (gravel) parking lots and unlocking the bathrooms and shower areas.
- b) Litter shall be collected, trash cans shall be emptied, new liners installed in trashcans, and trash removed from the site on a schedule to be determined by Kirkland. All litter and animal feces shall be removed from turf, bed, and hard surface areas.
- c) Restrooms shall be cleaned on a schedule to be determined by Kirkland. This cleaning shall include supply and replacement of toilet paper, towels, and soap, disinfection and hosing out of the restroom building, and minor unplugging of plumbing as required. Cleaning shall be performed in accordance with all applicable local, state, and federal statutes and standards.
- d) The restrooms shall be winterized by December 1<sup>st</sup> and de-winterized by March 1<sup>st</sup>.
- e) Graffiti from restrooms (internal and external), from all structures and parking lots shall be removed within 48 hours of discovery.
- f) Kirkland shall operate a picnic shelter reservation line from 7 am to 3 pm Monday through Friday (except holidays) during the months from April through October. During this time, Kirkland shall post reservations at the shelter once a week.
- g) The picnic and shelter area shall be cleaned at regular intervals. All leaves and litter shall be collected and removed from the shelter area.
- h) Kirkland shall add gravel as needed to the parking lot east of Holmes Point Drive and grade to produce smooth surface. The need for and frequency of this activity shall be determined by the Kirkland and the maintenance subcontractor.
- i) Parking Lot Drains should be cleaned and checked monthly and any garbage or debris should be removed from them to allow for proper drainage. Additional drainage work may be included in the annual work program.
- j) Leaves covering turf areas shall be removed from the site or composted. Leaves may be mulched and returned to the turf areas. Leaves within the beds, and on hard surfaces such as paths and parking lots shall be removed from the site or composted. The use of power blowers is acceptable; however, debris accumulations must not be blown onto adjacent street surfaces. Leaves may be blown into adjacent natural areas where applicable; otherwise accumulations should be removed from the site or composted.
- k) Windfall branches and debris shall be removed from all developed areas.

- l) An overall, park safety check should be done weekly at each park checking all structures, equipment, fences, benches, etc. at the park for any unsafe conditions.

**CITY OF KIRKLAND**

Department of Public Works

123 Fifth Avenue, Kirkland, WA 98033 425.587.3800

[www.kirklandwa.gov](http://www.kirklandwa.gov)

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Pam Bissonnette, Interim Public Works Director  
Jenny Gaus, Surface Water Engineering Supervisor  
Stacey Rush, Senior Surface Water Utility Engineer

**Date:** November 5, 2013

**Subject:** Options for Conducting Monitoring under the 2013 NPDES Municipal Stormwater Permit

**RECOMMENDATION:**

Staff recommends that the City Council approves the attached resolution authorizing the City Manager to sign the Interagency Agreement (IAA) in Spring 2014 to participate in and fund the Regional Stormwater Monitoring Program, thereby meeting monitoring requirements of our 2013 National Pollutant Discharge Elimination Systems (NPDES) Municipal Stormwater Permit (Permit). The agreement obligates Kirkland to pay \$34,175 per year toward the program (a total of \$136,700 under the current permit cycle for 2013-2018).

**BACKGROUND AND DISCUSSION:****The Western Washington NPDES Phase II Stormwater Permit – Monitoring Required**

The overall intent of the NPDES program, which is authorized under the Federal Clean Water Act, is to reduce pollution in our nation's waterways by requiring entities discharging stormwater to streams and lakes to reduce pollutants in those discharges. Permits that require specific pollution-reduction actions for various types of discharges are the main tool of the NPDES program. Failure to comply with the conditions of an NPDES permit creates liability for the entity discharging to a stream or lake. NPDES allows for third party lawsuits in addition to fines and penalties from EPA.

The current NPDES Permit was issued by the State Department of Ecology (acting as the Washington State agent for the US EPA) and became effective August 1, 2013. Similar to our first NPDES permit effective in 2007, the 2013 Permit requires the City to control discharge of pollutants from the municipally owned stormwater system by taking and documenting actions in six key areas:

1. Public Education and Outreach
2. Public Involvement
3. Illicit Discharge Detection and Elimination
4. Controlling Runoff from New Development, Redevelopment, and Construction Sites
5. Pollution Prevention and Operations and Maintenance for Municipal Operations
6. Monitoring

(For further background on the Permit, please see: [NPDES Western Washington Phase II Stormwater Permit](#))

In addition to requirements in the previous 2007 NPDES permit, the 2013 Permit contains additional requirements which will be described in more detail in the Surface Water Master Plan. One of the most significant changes in this permit is the requirement for Phase II jurisdictions to conduct monitoring. The Permit gives two options for monitoring: (1) pay into a regional monitoring fund (opt-in), or (2) conduct our own Kirkland-specific monitoring. Kirkland must notify Ecology by December 1, 2013 as to which option we will choose for the two types of monitoring (Status and Trends and Effectiveness). If we choose to participate in the regional program, the City will need to sign an interagency agreement in spring of 2014, and would need to submit the first annual payment by August 15, 2014.

### **Monitoring – History and Background**

Phase I jurisdictions (municipalities with populations greater than 100,000) were required to perform monitoring in the previous 2007 Permit cycle. The result was very expensive data that was not very useful for anything; partly due to issues with consistency of data between organizations.

Because of the impending monitoring requirement for Phase II jurisdictions in this second round of permits, a group of Phase II jurisdictions have been working for almost 5 years to develop a regional monitoring program that would provide more useful data at a lower cost. The regional program would conduct random testing of small, stormwater-influenced streams and near shore marine waters within the greater Puget Sound area with the premise that results will allow generalizations to be made on water quality conditions and Permit effectiveness. This means that even though the regional monitoring program may not test streams within every jurisdiction, the information collected will still be useful to all. The following types of required monitoring are in the 2013 permit:

- Status and Trends – water quality and habitat in streams
- Effectiveness – water quality and flow of stormwater
- Source Identification Information Repository – there is not an option to do this on our own as it is a regional data-sharing effort. Cost to Kirkland will be \$1,872 annually.

### **Costs/Benefits of Regional vs. Individual Monitoring**

*Status and Trends* – Kirkland has already performed some monitoring of water quality and habitat of our streams, but not to the full standards or at the frequency required in the Permit for the Water Quality Index (WQI). The Surface Water Master Plan will recommend consideration of collecting the data needed for the WQI, but is not funded in our current stormwater program. Conducting our own monitoring would yield valuable local data, but would be significantly more expensive than opting-in to the regional monitoring. Attachment A contains the cost comparison for individual jurisdiction monitoring versus participating in regional monitoring.

To summarize, the cost to perform our own monitoring would be approximately \$155,800 over the current Permit cycle (2013-2018), while agreeing to participate in the regional monitoring would cost a total of \$48,464 over the same time period. Attachment B contains the detailed costs if Kirkland performed the monitoring.

Recommendation: Staff recommends participating in the regional status and trends monitoring program. Staff will request to have some regional sites in Kirkland since the final list of locations will not be determined until early next year (8 of the potential regional monitoring locations are in Kirkland). In addition, staff will continue to conduct benthic invertebrate and habitat monitoring in

Kirkland at a lower level than the Permit requirement (the costs and recommendations will be in the updated Surface Water Master Plan).

*Effectiveness* – Kirkland does not currently perform this level of monitoring, except for isolated studies (usually grant-funded) such as the Juanita Basin Retrofit study. The cost is prohibitive to set up our own program to include the level of monitoring required in the Permit (see program requirements: [Appendix 9 - Stormwater Discharge Monitoring](#)). Attachment A contains the cost comparison for individual jurisdiction monitoring versus participating in regional monitoring. Individual monitoring includes a mix of one-time costs (equipment purchase and installation, downloading and analysis of one-year flow data) and annual costs (sample collection and analysis, annual reporting to Ecology, etc.). To summarize, the cost to perform our own effectiveness monitoring would be approximately \$312,000 over the current Permit cycle (2013-2018), while agreeing to participate in the regional monitoring would cost a total of \$80,748 over the same time period. Attachment C contains the detailed costs if Kirkland performed the monitoring.

Recommendation: Staff recommends participating in the regional effectiveness monitoring program.

*Liability and Permit Compliance* – Participating in the regional programs provides certainty that Kirkland is in compliance with the Permit. This removes the local liability for independently meeting the conditions. For example, if Kirkland chooses to perform monitoring on our own and a third party alleges we are not conducting monitoring to the proper standards, Kirkland could be liable for a Permit violation and/or a third party lawsuit.

### **Next Steps**

If Council chooses to participate in regional monitoring and authorize the City Manager to sign the IAA in spring of 2014, staff will prepare (via budget adjustment) to make the first payment in August 2014 and annually thereafter (the annual amount listed in the permit is binding for the length of the permit, 2013-2018). In the next 5-year permit cycle beginning in 2018, Kirkland's annual cost may increase significantly, as the current annual cost was based on the pre-annexation population of the city.

If Council chooses to have Kirkland conduct individual monitoring, staff will increase funding for the additional staff and/or consultant and new equipment in the 2014 budget (monitoring must begin by 7/1/2014).

Attachment A: 2013 NPDES Permit required Monitoring Cost Comparison Table

Attachment B: Status and Trends Monitoring Cost is performed by the COK

Attachment C: Effectiveness Monitoring Cost if performed by the COK

Attachment D: Regional Stormwater Monitoring Program Scope of Work

Exhibit A: Template of Interagency Agreement for Regional Stormwater Monitoring Program

## Attachment A: 2013 NPDES Permit Required Monitoring Costs Comparison Table

Permit Requirement	2013-2018 Costs over 5 year permit cycle	
	COK Monitoring	COK Portion Towards Regional Monitoring
Status and Trends Monitoring for Small Streams	\$155,800	\$48,464
Effectiveness Studies Monitoring	\$312,000	\$80,748
Source Identification Information Repository	\$7,488	\$7,488
<b>Total Cost over 5 year permit cycle</b>	<b>\$475,288</b>	<b>\$136,700</b>

## Attachment B: 2013 NPDES Permit required Status and Trends Monitoring Costs if performed by the City of Kirkland

Task	Sub task	Project Component	Subcomponent	Subtotal	Notes
<b>Status and Trends Monitoring for Small Streams</b>					
<b>1. Prepare for Status and Trends Monitoring for Small Streams</b>					
		A. Prepare to manage small stream status and trends monitoring data		\$ 500	
		B. Confirm sites and procure sampling equipment (start 7/2014)		\$ 2,000	
<b>2. Conduct monitoring according to Ecology approved QAPP</b>					
		A. Collect and report monthly water quality index and instantaneous flow monitoring at 12 sites for one year (Oct 2014 through Sept 2015)	Monthly stream WQ and flow monitoring	\$ 48,000	WQI Parameters: total phosphorus, total nitrogen, turbidity, TSS, specific conductance, pH, chloride, fecal coliform, temperature, DO (\$4,000/site)
		B. Collect and report annual stream benthos, habitat monitoring, and stream sediment chemistry at 12 sites (must be done one time in summer of 2015)			
			Collect and analyze benthos samples	\$ 9,600	Benthos Parameters: aquatic macroinvertebrates and periphyton (\$800/site)
			Analyze WQ parameters during benthos collection	\$ 3,600	WQ parameters: chlorophyll a, ammonia, nitrate-nitrite, TSS, hardness, total phosphorus, total perchlorate nitrogen, chloride, and turbidity (\$300/site)
			Habitat monitoring	\$ 9,600	Habitat: slope, bearing, habitat unit presence, wetted width, bankfull width, bar width, substrate size, substrate depth, shade, human influence, riparian vegetation, LWD, grain size (\$800/site)

		Streams sediment collection and analysis	\$ 69,000	Sediment: Metals and PAHs (\$5,750/site)
	<b>3. Ensure quality assurance and quality control, data reporting, and data analysis and interpretation are conducted according to the QAPP</b>		\$ 2,000	
	A. Participate in interlaboratory comparison study		\$ 2,000	
	<b>4. Enter the results to EIM and/or other appropriate databases</b>		\$ 2,000	
	A. Enter stream benthos data into King County's stream benthos database		\$ 500	
	B. Enter habitat data into Ecology Status & Trends: Riverine Ecology and Assessment Monitoring (STREAM) database		\$ 1,000	
	<b>5. Make recommendations for future status and trends monitoring in the March 31, 2017 annual report</b>		\$ 1,000	
	<b>6. Project Management</b>		\$ 5,000	
	<b>Total Cost over permit life (2013-2018) for Status and Trends Monitoring of Small Streams if performed by COK</b>		\$ 155,800	

Assumptions used to create table above

1. Monitoring parameters are based on the 2013 RSMP SOW and the Ecology approved QAPP.
2. Cost estimates are based on Kirkland staff experience, and estimates from Jim Simmonds at King County (provided to Dan Smith at Federal Way).
3. Status and Trends monitoring is required for one year (Oct 2014 through Sept 2015) under this permit cycle (2013-2018).

## Attachment C: 2013 NPDES Permit required Effectiveness Monitoring Costs if performed by City of Kirkland

Task	Sub task	Project Component	Subcomponent	One-time Cost	Annual Cost	Total Cost (2013-2018)	Notes
<b>Effectiveness Studies Monitoring</b>							
<b>1. Prepare for Stormwater Discharge Monitoring</b>							
		A. Prepare a QAPP, submit to Ecology for review and approval by 2/2014		\$ 8,000		\$ 8,000	80 hours x \$100
		B. Confirm 3 locations and procure sampling equipment (Flow monitoring start 10/2014, Water Quality monitoring start 10/2015)		\$20,000		\$ 20,000	Purchase of 3 autosamplers and associated other equipment
<b>2. Conduct Stormwater Discharge Monitoring according to approved QAPP</b>							
		A. Install and maintain flow monitoring equipment at 3 locations		\$ 2,500		\$ 2,500	25 hours x \$100
		B. Download data from flow monitoring equipment for one year. Collect hourly precipitation data from nearby rain gauge.	1 year of continuous flow recording starting 10/2014	\$ 9,000		\$ 9,000	11 storms, 2 hours each, 3 locations plus 8 hours data download/graphing management (30 hours x \$100 x 3)
		C. Install and maintain autosamplers at discharge locations for water quality monitoring at 3 locations for 4 years.	Starting 10/2015		\$ 2,500	\$ 10,000	25 hours x \$100
		D. Retrieve samples and deliver to lab, 11 storm events per year for each location (33 water samples per year)	use flow-weighted composite sampling techniques		\$ 6,600	\$ 26,400	11 storms, 2 hours each, 3 locations (22 hours x \$100 x 3). We would need contract help because of limited holding times for samples during storm events.
			Analyze water samples		\$ 33,495	\$ 133,980	TSS, turbidity, conductivity, chloride, BOD5, hardness, MBAS, nutrients, metals, organics (\$1,015 per sample)
		E. Collect Grab samples, 11 storm events per year at each location	33 water samples		\$ 6,600	\$ 26,400	11 storms, 2 hours each, 3 locations (22 hours x \$100 x 3)

		Analyze Grab samples		\$ 7,755	\$ 31,020	Fecal coliform bacteria, TPH (NWTPH-Gx, NWTPH-Dx, BTEX) (\$235 per sample)	
	<b>F. Collect Sediment samples, one per year at each site</b>	3 sediment samples		\$ 600	\$ 2,400	2 hours x \$100 x 3 sites	
		Analyze Sediment samples		\$ 3,075	\$ 12,300	TOC, metals, organics, total volatile solids, total phosphorus, percent solids, grain size (\$1025 per sample)	
	<b>3. Ensure quality assurance and control, data reporting, and data analysis and interpretation are conducted according to the QAPP.</b>			\$ 2,000	\$ 8,000	Calculate EMCs, total annual and seasonal pollutant loads by parameter	
	<b>A. Prepare and submit Annual Monitoring Reports to Ecology</b>					Drainage basin summary, description of each sampled storm event, hyetographs, hydrographs, runoff volume in gallons, rainfall/runoff relationship table, EMCs, pollutant loads, results discussion, and description of SWMP activities potentially affected by results.	
		40 hrs x \$100		\$ 4,000	\$ 16,000		
	<b>4. After 3 years of data, make recommendations for trend analyses, evaluate data as it applies to the SWMP, and evaluate stormwater management activities identified that can be adjusted to respond to data.</b>			\$ 1,000	\$ 1,000		
	<b>5. Project Management</b>			\$ 5,000	\$ 5,000		
		<b>Totals</b>		<b>\$45,500</b>	<b>\$ 66,625</b>	<b>\$ 312,000</b>	<b>Total Cost over permit life (2013-2018) for Effectiveness Studies Monitoring if performed by COK</b>

Assumptions used to create table above

1. Monitoring parameters are based on Appendix 9 of the 2013 NPDES permit and the 2013 RSMP SOW.
2. Cost estimates are based on Kirkland staff experience, and sampling costs from AMTest Laboratories.
3. Effectiveness Flow monitoring is required for one year (Oct 2014 through Sept 2015), and Water Quality monitoring is ongoing for 4 years (2015-2018) under this permit cycle (2013-2018).

## Regional Stormwater Monitoring Program (RSMP) Scope of Work (SOW)

**Date:** July 22, 2013

**Purpose:** The RSMP is the cumulative regional monitoring effort collectively funded by the Phase I and II Municipal Stormwater Permittees. The purpose of this SOW is to define and describe the RSMP activities and products that will be delivered to permittees and the public by Ecology and contractors from September 2013 through June 2019. The RSMP is divided into three main program components: S8.B Status and Trends, S8.C Effectiveness Studies, and S8.D Source Identification Information Repository.

The anticipated timeline and estimated maximum costs for each program component are presented in Tables 1-3 below. Because the RSMP is being jointly funded by all of the permittees who choose to participate, the final budgets for Tasks 0-3 will be known after all permittees have notified Ecology as to their decision to opt in or out of each component of the RSMP. Permittees are required to notify Ecology of their decisions by December 1, 2013. Check [Ecology's RSMP website](#) for updated information.

### S8.B Status and Trends

**Table 1. Tasks, Timeline and Estimated Costs\* for RSMP Status and Trends Monitoring**

Task	Implemented by	Anticipated Timeline	Estimated Maximum Costs
0. Program administration	Ecology	Begins in October 2013 with Phase I permittees	\$171,000 (about 5% of the total costs)
1. Puget lowland small streams monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring in 2015	\$2,515,000
2.1 Marine nearshore sediment monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring in summer 2016	\$220,000
2.2 Marine nearshore bacteria monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring October 2015 through September 2016	\$67,000
2.3 Marine nearshore mussel contaminant monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring in winter 2015-2016	\$619,000
TOTAL RSMP Status and Trends Monitoring Effort*			\$3,592,000* over four years

\* Final budget will be known in January 2014.

### **Task 0. Program Administration, Requests for Proposals, and Contracting**

1. Develop a budget for status and trends monitoring based on collective decisions by permittees to opt in or out of the RSMP. The budget will be reviewed by the stakeholder oversight committee
2. Track costs associated with all RSMP fund-sharing program components
3. Participate in a project management oversight process
  - a. Manage process to facilitate adaptive management to contracts, monitoring, databases and communication materials (websites, reports, etc)
  - b. Inform and receive external stakeholder group recommendations
4. Facilitate an open process to determine who will conduct each of the tasks listed below for status and trends monitoring in small streams in Puget Lowlands and in urban marine nearshore areas of Puget Sound. Contractors may include permittees and/or other stakeholders.
5. Ensure contractors are qualified to conduct RSMP tasks according to approved Quality Assurance Project Plans (QAPPs)
6. Write, enter into, and manage agreements for data collection, management, analysis, and reporting
7. Provide project management oversight to ensure that quality data and products are produced, and data are entered into appropriate databases within the timeframes specified in the QAPPs
  - a. Facilitate a process to inform permittees and stakeholders of project needs, schedule changes, or other unforeseen circumstances
  - b. Coordinate interlaboratory comparison studies
8. Coordinate an annual review and reporting of results and information generated by the RSMP. In addition to the data interpretation tasks listed below:
  - a. Summarize and distribute findings
  - b. Cross-walk with information published by other key monitoring programs in western Washington
  - c. Recommend new standard methods and protocols to be developed

### **Task 1. Status and Trends Monitoring in Small Streams in Puget Sound Lowlands**

1. Status and trends monitoring for small streams
  - a. Prepare to manage data
    - i. Work out agreement with King County to store data in Puget Sound Stream Benthos database.
    - ii. Create EIM account for water quality, sediment chemistry, and periphyton data
    - iii. Confirm that data management tools are available to handle all RSMP data and that all data will be quality controlled, stored and accessible to the public
  - b. Confirm sites and prepare for sampling in 2015. Up to 100 sites will be selected for sampling. The number of sites sampled will depend upon the final RSMP budget.

- i. Use the site list in the Draft [Quality Assurance Project Plan \(QAPP\)](#). The QAPP is expected to be finalized in 2014. The lists of Master Sample Sites for Puget Lowland streams inside and outside the UGAs have been generated, sorted by county, and are available on [Ecology's RSMP website](#).
    - ii. Confirm sites and prepare for sampling to begin by January 2015.
      1. For each site that is not accessible or is documented according to the QAPP as otherwise unsuitable, the next sequential site on the list of will be assessed for suitability. Proceed down the lists until required number of sites is found.
      2. Up to 100 sites will be assessed (up to 50 within the UGA, and up to 50 outside the UGA), plus up to 10 reference locations.
      3. The RSMP will not sample sites that are sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2.
      4. The RSMP will not re-sample sites that are monitored as part of Ecology's state EMAP program in 2013. The RSMP will use data collected for Ecology's 10 reference locations.
    - iii. Procure sample collection equipment necessary to produce data according to the QAPP.
    - iv. Procure accredited laboratories for analysis.
    - v. Procure staff for seasonal field work.
  - c. Prepare to manage small stream status and trends monitoring data
    - i. Confirm that data management tools are available to handle all data and that all data will be quality controlled, stored and accessible to the public
    - ii. Ensure data quality is evaluated and report all data to the required databases according to the QAPP
2. Conduct status and trends monitoring. Sampling protocols and procedures detailed in the [Draft Quality Assurance Project Plan \(QAPP\)](#) are from previously-approved QAPPs and may be adaptively managed:
  - a. Collect and report monthly water quality index (WQI) and instantaneous flow monitoring at the RSMP sites for one year (January through December 2015).
    - i. WQI Parameters: total phosphorus, total nitrogen, turbidity, total suspended solids, specific conductance, pH, chloride, fecal coliform, temperature, and dissolved oxygen.
    - ii. Estimate streamflow following Ecology SOP #EAP024.
  - b. Collect stream benthos and habitat monitoring data at the RSMP sites in summer 2015.
    - i. Benthos parameters: aquatic macroinvertebrates and periphyton.
    - ii. Water quality parameters: chlorophyll a, ammonia, nitrate-nitrite, total suspended solids, hardness, total phosphorus, total perchlorate nitrogen, chloride, and turbidity
    - iii. Habitat monitoring: slope, bearing, habitat unit presence, wetted width, bankfull width, bar width, substrate size, substrate depth, shade, human

- influence, riparian vegetation, large woody debris and grain size estimation.
- iv. Sediment chemistry parameters
    1. Metals: copper, lead, arsenic, and zinc
    2. PAHs: naphthalene, 2-methylnaphthalene, 1-methylnaphthalene, 2-chloronaphthalene, acenaphthylene, acenaphthene, dibenzofuran, fluorene, anthracene, carbazole, phenanthrene, fluoranthene, pyrene, retene, benzo(k)fluoranthene, benzo(a)pyrene, indeno(1,2,3-cd)pyrene, dibenzo(a,h)anthracene, benzo(ghi)perylene, chrysene, benzo(b)fluoranthene, and benzo(a)anthracene
  - v. Additional sediment chemistry parameters subject to available funding:
    1. Pesticides: 2,4-D, triclopyr, diclofenil, diuron, carbaryl, chlorpyrifos, and imidacloprid
    2. Phthalates: Bis(2-ethylhexyl) phthalate, butyl benzyl phthalate, diethyl phthalate, dimethyl phthalate, di-n-butyl phthalate, and di-n-octyl phthalate
    3. PBDEs: 47, 49, 66, 71, 99, 100, 138, 153, 154, 183, 184, 191, 209
    4. PCBs: all 209 congeners
    5. Hormone disrupting chemicals: PPCPs (EPA Method 1694) and hormones and steroids (EPA Method 1698)
  3. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP.
    - a. Participate in interlaboratory comparison studies.
    - b. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation.
  4. Enter the results to EIM and/or other appropriate databases.
    - a. Enter stream benthos data into King County's stream benthos database.
    - b. Enter habitat data into Ecology Status & Trends: Riverine Ecology & Assessment Monitoring (STREAM) database.
  5. Make recommendations for future status and trends monitoring.

## **Task 2. Status and Trends Monitoring in Marine Nearshore Areas of Puget Sound**

1. Marine sediment chemistry monitoring and assessment
  - a. Prepare to manage data.
    - i. Create account and enter data into EIM for sediment chemistry data.
  - b. Confirm sites and prepare for sampling in summer 2016.
    - i. The [draft QAPP](#) for this monitoring is expected to be finalized in 2014.
    - ii. Select and confirm marine nearshore sites
      1. Up to 40 sites will be selected for sampling. The list of randomly selected sites is being generated. A new nearshore GIS sampling frame is being developed for the 0 to 1 fathom (-1.8m) depth

- zone of the nearshore that is adjacent to Urban Growth Areas (UGAs). The nearshore sediment sample site list will be available at [Ecology's RSMP website](#) in summer 2013.
2. The RSMP will not sample sites that are sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2.
  3. For each nearshore sediment sample site that is not accessible or is documented according to the QAPP as otherwise unsuitable, the next sequential site on the list of alternates will be chosen and must be confirmed
- iii. Procure necessary sampling equipment.
  - iv. Procure accredited laboratories for analysis.
  - v. Procure staff for seasonal field work.
- c. Conduct marine nearshore sediment chemistry sampling during summer 2016 according to the approved QAPP.
- i. Marine sediment chemistry parameters:
    1. Grainsize and total organic carbon.
    2. Metal and metalloids: arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, tin, and zinc.
    3. LPAHs: 1,6,7-trimethylnaphthalene, 1-methylnaphthalene, 1-methylphenanthrene, 2,6-dimethylnaphthalene, 2-methylnaphthalene, 2-methylphenanthrene, acenaphthene, acenaphthylene, anthracene, biphenyl, dibenzothiophene, fluorene, naphthalene, phenanthrene, and retene.
    4. HPAHs: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(e)pyrene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenz(a,h)anthracene, fluoranthene, indeno(1,2,3-c,d)pyrene, perylene, and pyrene.
  - ii. Additional marine sediment chemistry parameters subject to available funding:
    1. Phthalates: bis(2-Ethylhexyl) phthalate, butylbenzylphthalate, diethylphthalate, dimethyl phthalate, di-n-butylphthalate, di-n-octyl phthalate.
    2. PBDEs: 47, 49, 66, 71, 99, 100, 138, 153, 154, 183, 184, 191, 209
    3. PCB Congeners: all 209 congeners
- d. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP.
- i. Participate in interlaboratory comparison studies.
  - ii. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation.
- e. Enter the results to EIM.
- f. Make recommendations for future status and trends monitoring.

## 2. Mussel contamination monitoring and assessment

- a. Prepare to manage data
  - i. Create EIM account for mussel contamination data
  - ii. Confirm that data management tools are available to handle all RSMP data and that all data will be quality controlled, stored and accessible to the public
- b. Prepare to conduct monitoring in winter 2015-2016.
  - i. The QAPP for this monitoring is expected to be finalized in 2014 is expected to be based upon either NOAA Mussel Watch protocols or the Ecology-approved QAPP for WDFW's [Mussel Watch Pilot Expansion Study](#).
  - ii. Confirm sites. Up to 40 sites will be selected for sampling.
    1. The list of randomly selected sites in nearshore areas adjacent to Urban Growth Area boundaries is being generated according to the same protocols as the sediment chemistry sites (see 1.B.i above) but limited to the shoreline or to grid cells located along the 0 depth contour. The list of mussel and bacteria sampling sites, plus alternates, will be available at [Ecology's RSMP website](#) in summer 2013.
    2. The RSMP will not sample sites that are sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2.
    3. For each site that is not accessible or is documented according to the QAPP as otherwise unsuitable, the next sequential site on the list of alternates will be chosen and must be confirmed.
  - iii. Develop sampling schedule to facilitate sampling, laboratories and troubleshoot logistics
  - iv. Procure necessary sampling equipment
- c. Coordinate with WDFW, NOAA Mussel Watch and networks of volunteers
  - i. Conduct volunteer trainings and facilitate communication
- d. Conduct mussel tissue sampling at RSMP sites during winter 2015-2016 according to the approved QAPP.
  - i. Mussel habitat sampling parameters: water temperature, salinity, station location, distance between sub-stations at each site, tidal cycle, height above waterline.
  - ii. Mussel biotic measures: %mortality, condition index, lipids, gonadal index and histopathology.
  - iii. Mussel chemistry parameters:
    1. PAHs:
      - a. LPAHs: naphthalene, fluorene, acenaphthylene, acenaphthene, anthracene, dibenzothiophene, phenanthrene, and retene
      - b. HPAHs: dibenzoanthracene, benzo[a]anthracene, benzo[b]fluoranthene, benzo[k]fluoranthene,

- benzo[e]perylene, benzo[a]pyrene, benzo[z]pyrene, chrysene, fluoranthene, indeno-pyrene, perylene, and pyrene
  - c. Substituted PAHs: dibenzothiophenes(C1-,C2-,C3-), fluorenes((C1-,C2-,C3-), naphthalenes(C1-,C2-,C3-,C4-), phenanthrenes+anthracene(C1-,C2-,C3-,C4-), chrysenes (C1-,C2-,C3-,C4-), and fluoranthene/pyrene (C1-,C2-,C3-,C4-)
  - 2. Chlorinated pesticides: 2,4'-DDD, 2,4'-DDE, 2,4'-DDT, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, alpha-chlordane, trans-chlordane (gamma), trans-nonachlor, cis-nonachlor, nonachlor III, heptachlor, heptachlor epoxide, oxychlordane, alpha-hexachlorohexane, beta-hexachlorocyclohexane, delta-hexachlorocyclohexane, hexachlorobenzene, aldrin, dieldrin, mirex, and endosulfan I
  - 3. Metals: arsenic, cadmium, copper, lead, mercury, and zinc
  - 4. PBDEs: 28, 47, 49, 66, 85, 99, 100, 153, 154, 155, 183
  - 5. PCB congeners:17, 18, 28, 31, 33, 44, 49, 52, 66, 70, 74, 82, 87, 95, 99, 101, 105, 110, 118, 128, 138, 149, 151, 153, 156, 158, 170, 171, 177, 180, 183, 187, 191, 194, 195, 199, 205, 206, 208, 209
  - 6. Conventional: total lipids, total solids,  $\delta^{15}$  nitrogen, and  $\delta^{13}$  carbon
  - e. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP
    - i. Participate in interlaboratory comparison study
    - ii. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation.
  - f. Enter the results to appropriate state and federal databases
    - i. Mussel Watch at NOAA, and WDFW Toxics in Biota database
    - ii. Chemistry data to EIM database
3. Bacteria sampling and assessment
- a. Prepare to manage data
    - i. Create EIM account for bacteria data
  - b. Prepare to conduct monthly monitoring beginning in October 2015. Up to 40 sites will be sampled.
    - i. The QAPP for this monitoring is expected to be approved in 2014. It will be based upon former PSAMP and current BEACH monitoring program protocols.
      - 1. Sites identified and confirmed for mussel contamination monitoring will be sampled for bacteria, if suitable.
        - a. Mussel sites that are not suitable for bacteria sampling due to holding time or other requirements will not be

- sampled for bacteria. Additional bacteria sites will not be added
2. Develop sampling schedule to facilitate sampling, laboratories and troubleshoot logistics
    - ii. Develop contracts with local accredited laboratories (near sites)
    - iii. Procure and prepare necessary sampling equipment
    - iv. Procure volunteers and coordinate sampling
    - v. Conduct volunteer trainings
  - c. Conduct and coordinate monthly bacteria sampling during October 2015-September 2016 and according to the approved QAPP
    - i. Parameters: fecal coliform by multiple tube fermentation (9221E)
  - d. Interpret and report the results as specified in the QAPP
  - e. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP
    - i. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation
  - f. Enter the results to EIM and notify Ecology's BEACH Program of known water quality violations
  - g. Make recommendations for future status and trends monitoring

## S8.C Effectiveness Studies

**Table 2. Tasks, Timeline and Estimated Costs\* for RSMP Effectiveness Studies**

Task	Implemented by	Anticipated Timeline	Estimated Maximum Costs
0. Program administration	Ecology	Begins in December 2013 when permittees decide if they will participate; RFP process in 2014	\$350,000 (about 5% of the total costs)
3. Effectiveness studies	Contractors, including permittees	Begin studies in August 2014 after first permittee payments submitted to Ecology	\$7,000,000
<b>TOTAL RSMP Effectiveness Studies Effort*</b>			<b>\$7,350,000* over four years</b>

\* Final budget will be known in January 2014.

### **Task 0. Program Administration, Requests for Proposals, and Contracting**

1. Develop a budget for effectiveness studies based on collective decisions by permittees to opt in or out of the RSMP. The budget will be reviewed by the stakeholder oversight committee.
2. Write, enter into, and manage agreements with contractors for data collection, management, analysis, and reporting
3. Track costs associated with all RSMP fund-sharing program components
4. Participate in a project management oversight process
  - a. Manage process to facilitate adaptive management to contracts, monitoring, databases and communication materials (websites, reports, etc)
  - b. Facilitated process to inform and receive external stakeholder group recommendations
5. Facilitate an open process to determine who will conduct each of the tasks listed below for effectiveness studies in Western Washington
6. Develop detailed scopes of work to ensure contractors are qualified to conduct RSMP tasks according to approved Quality Assurance Project Plans (QAPPs). Ensure robust scientific method and quality control procedures are included
  - a. Identify opportunities to revise or develop Standard Operating Procedures (SOPs) that apply to multiple studies
7. Contract with successful applicants and provide project management oversight to ensure that quality data and other products are produced and entered into appropriate databases within the timeframes specified in the QAPPs
  - a. Facilitate a process to inform permittees and external stakeholders of project needs, schedule changes, or other unforeseen circumstances
8. Coordinate an annual review and reporting of results and information generated by the RSMP or independent monitoring. In addition to the data interpretation tasks listed below:
  - a. Summarize and distribute findings
  - b. Cross-walk with information published by other key monitoring programs in western Washington
  - c. Recommend new standard methods and protocols to be developed

### **Task 3. Effectiveness Studies**

1. Conduct regionally relevant studies on topics that have been recommended through the external stakeholder process and using criteria pursuant to stakeholder group recommendations
  - a. For each study, develop a QAPP that includes, as appropriate: site selection; sampling protocols; quality assurance and control procedures; laboratory analytical methods; data storage; data analysis; reporting methods; peer review requirements; and deadlines for publications
  - b. Studies will be conducted from August 2014 through August 2018
    - i. Some studies may not be completed by the expiration date of the permit; appropriate interim deliverables will be defined
2. Develop standard methods as needed across multiple studies
3. Enter quality-assured data into appropriate databases as required by the approved QAPPs
4. Make results and findings available to the public
5. Recommend future effectiveness studies

## S8.D Source Identification Information Repository (SIDIR)

**Table 2. Tasks, Timeline and Estimated Costs for SIDIR**

Task	Implemented by	Anticipated Timeline	Estimated Maximum Costs
0. Program administration	Ecology	Begins in January 2014 with RFP process	\$32,250 (about 5% of the total RSMP costs)
4. Source Identification Information Repository (SIDIR)	Contractors, including permittees	Begin in August 2014 after first permittee payments are submitted to Ecology	\$645,000
TOTAL RSMP SIDIR effort			\$677,250 over four years

### Task 0. Program Administration, Requests for Proposals, and Contracting

1. Write, enter into, and manage agreements with contractors for subtasks listed in Task 4 below
2. Track costs associated with SIDIR program component
3. Participate in a project management oversight process
  - a. Manage process to facilitate adaptive management to contracts, monitoring, databases and communication materials (websites, reports, etc)
  - b. Facilitated process to inform and receive external stakeholder group recommendations
4. Facilitate an open process to determine who will conduct each of the tasks listed below for creating the SIDIR. Contractors may include permittees and/or other stakeholders
5. Develop detailed scopes of work to ensure contractors will conduct high quality work
6. Contract with successful applicants and provide project management oversight to ensure that quality products are produced and shared within the specified timeframes
  - a. Facilitate a process to inform permittees and external stakeholders of project needs, schedule changes, or other unforeseen circumstances
7. Coordinate an independent annual review and reporting of results and information generated by the RSMP or independent monitoring. In addition to the data interpretation tasks listed below:
  - a. Summarize and distribute findings
  - b. Cross-walk with information published by other key monitoring programs in western Washington
  - c. Recommend new standard methods and protocols to be developed

### Task 4. Source Identification Information Repository (SIDIR)

1. Develop a *SIDIR Methods and Approaches* webpage or build on another platform as appropriate:
  - a. Determine what tools for permittees and others are most needed to identify and remove illicit discharges from stormwater
  - b. Identify existing standard operating procedures (SOPs) and protocols for source identification and diagnostic monitoring to include in the repository

- c. Prioritize new standard operating procedures (SOPs) and protocols for source identification and diagnostic monitoring to include in the repository
      - i. Recommend GROSS grant or other funding for development of these tools
    - d. Develop a QAPP library with data quality objectives and report templates
- 2. Develop a *SIDIR Results and Findings* database and analyze information from permittees:
  - a. Determine data fields and specific information needed to support regional analyses
  - b. Propose permittee reporting approaches to populate the database
    - i. Develop a format that is easy to use and fulfills annual reporting requirements specified in the permits
  - c. Design, develop, and populate the database
    - i. Populate the database with information for 2014 that will be provided by permittees in their March 2015 Annual Reports
  - d. Conduct the first regional analysis and report results before the end of 2016
- 3. Conduct further analyses with subsequent annual report data and report results in 2017 and 2018 and include with the third report

RESOLUTION R-5018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AN INTERAGENCY AGREEMENT FOR FUNDING THE REGIONAL STORMWATER MONITORING PROGRAM BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF KIRKLAND AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERAGENCY AGREEMENT.

WHEREAS, the City Council desires to have the City of Kirkland participate in and assist in funding the Regional Stormwater Monitoring Program in order to meet the monitoring requirements of the City's 2013 National Pollutant Discharge Elimination System (NPDES) Permit; and

WHEREAS, alternatively, under the NPDES Permit, the City would have to conduct its own Kirkland-specific monitoring; and

WHEREAS, participation in the regional monitoring program would provide more useful data at a lower cost; and

WHEREAS, the City must notify the Washington State Department of Ecology by December 1, 2013, as to whether it will participate in the regional program although the City will not need to execute the interagency agreement until the spring of 2014;

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

Section 1. The City Council approves the "Interagency Agreement for Funding the Regional Stormwater Monitoring Program Between the State of Washington, Department of Ecology and the City of Kirkland."

Section 2. The City Manager is authorized to execute on behalf of the City of Kirkland an "Interagency Agreement for Funding the Regional Stormwater Monitoring Program Between the State of Washington, Department of Ecology and the City of Kirkland," substantially similar to that attached as Exhibit "A," in spring of 2014.

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**IAA No.**

**INTERAGENCY AGREEMENT (IAA) FOR  
FUNDING THE REGIONAL STORMWATER MONITIORNG PROGRAM  
BETWEEN  
THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY  
AND  
“MUNICIPAL STORMWATER PERMITEE”**

**THIS INTERAGENCY AGREEMENT** is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the \_\_\_\_\_ hereinafter referred to as the "\_\_\_\_\_" pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide a share of the funding required to conduct a Regional Stormwater Monitoring Program (RSMP) as defined in the \_\_\_\_\_ (Phase I **or** Western Washington Phase II, *select whichever permit applies*) Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) Permit sections S8.B1, S8.C and S8.D, and in **Attachment A – Scope of Work**. The project is being jointly funded by all of the permittees who choose to participate in the RSMP.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1) STATEMENT OF WORK**

Ecology agrees to manage the funds, participate in an oversight committee, solicit requests for proposals, conduct an open and transparent process to rank applications, and enter into contracts with other entities to perform the activities described in **Attachment A – Scope of Work**, attached hereto by reference.

**2) PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this IAA shall commence on the date on which both parties have signed this Agreement, or date of execution, whichever comes later, and be completed by June 30, 2019, unless extended longer or terminated sooner as provided herein.

**3) PAYMENT**

"\_\_\_\_\_" agrees to pay Ecology the total sum of "\_\_\_\_\_" dollars as its share for accomplishing the work required by this Agreement. This sum shall be paid “(use only if applicable) in a first payment of \_\_\_\_\_ and,” in annual installments of "\_\_\_\_\_" dollars.

State of Washington, Department of Ecology  
IAA No.

This includes the sum of \_\_\_\_\_ dollars annually as "\_\_\_\_\_" share for **Sub Fund 2: S8B Status and Trends Monitoring** in Puget Sound receiving waters; \_\_\_\_\_ dollars annually as "\_\_\_\_\_" share for **Sub Fund 3: S8C Regional Effectiveness Studies**; and \_\_\_\_\_ dollars annually as "\_\_\_\_\_" share for **Sub Fund 4: S8D Source Identification Information Repository (SIDIR)**.

#### 4) BILLING PROCEDURE

Each invoice will reference the Agreement number. An invoice "*(use only if applicable) for the first payment will be mailed between September 1 and 15, 2013, and thereafter*" will be mailed between June 15 and July 1 of each year of the Agreement to the following address:

Jurisdiction contact  
[Jurisdiction]  
Jurisdiction address  
Jurisdiction city, WA zip

Annual payments will be due to Ecology on or before August 15 of each year of the Agreement. Payments will be mailed to one of the following:

<b>USPS address:</b>	Or	<b>UPS or FedX address:</b>
Department of Ecology		Department of Ecology
Cashiering Section		Cashiering Section
Regional Stormwater Monitoring Program		Regional Stormwater Monitoring Program
P.O. Box 47611		300 Desmond Drive
Olympia, WA 98504-7611		Olympia, WA 98503

#### 5) COST TRACKING AND ACCOUNTING:

Ecology will separately track the budgets for status and trends monitoring in Puget Sound receiving waters; regional effectiveness studies; and SIDIR. Excess funds remaining for any one of these three activities will not be allocated towards either of the others.

#### 6) COST OVERRUNS:

Neither Ecology nor [Jurisdiction] will be responsible for cost overruns. The total project cost estimate for which [Jurisdiction]'s share has been determined includes a 10% contingency. If the project budget is determined insufficient to accomplish Attachment A – Scope of Work then the parties will agree which reductions or other adjustments to Attachment A – Scope of Work will be made.

#### 7) EXCESS FUNDS:

If after the completion date of this project, excess funds remain in Ecology's project account, Ecology will refund a pro-rated refunded amount to [Jurisdiction], based on the same rate payments were made, no later than six months following the completion date of the agreement.

#### 8) AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### 9) GOVERNANCE AND PRECEDENCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

State of Washington, Department of Ecology  
IAA No.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State of Washington statutes, regulations and rules.
- b. Mutually agreed written amendments to this Contract.
- c. Statement of Work and Budget.
- d. Any other provisions of the Agreement, including materials incorporated by reference.

#### **10) INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

#### **11) RECORDS MAINTENANCE**

All records supporting every request for payment shall be maintained by Ecology in a manner which will provide an audit trail to the expenditures for which state support is provided. Original source documents shall be maintained by Ecology and made available to [Jurisdiction] or a duly authorized representative upon request.

#### **12) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Ecology. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### **13) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### **14) TERMINATION**

\_\_\_\_\_ agrees to be bound to the terms and conditions of this agreement until July 31, 2018, or the expiration date of the Municipal Stormwater Permit, whichever is later.

#### **15) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **16) WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement



**APPENDIX A****STATEMENT OF WORK AND BUDGET****Attachment A – Scope of Work (SOW)**

**Purpose:** The Regional Stormwater Monitoring Program (RSMP) is the cumulative regional monitoring effort collectively funded by the Phase I and II Municipal Stormwater Permittees. The purpose of this SOW is to define and describe the RSMP activities and products that will be delivered to permittees and the public by Ecology and contractors from September 2013 through June 2019. The RSMP is divided into three main program components: S8.B Status and Trends, S8.C Effectiveness Studies, and S8.D Source Identification Information Repository.

The anticipated timeline and estimated maximum costs for each program component are presented in Tables 1-3 below. Because the RSMP is being jointly funded by all of the permittees who choose to participate, the final budgets for Tasks 0-3 will be known after all permittees have notified Ecology as to their decision to opt in or out of each component of the RSMP. Permittees are required to notify Ecology of their decisions by December 1, 2013. Check [Ecology's RSMP website](#) for updated information.

**S8.B Status and Trends****Table 1. Tasks, Timeline and Estimated Costs\* for RSMP Status and Trends Monitoring**

Task	Implemented by	Anticipated Timeline	Estimated Maximum Costs
0. Program administration	Ecology	Begins in October 2013 with Phase I permittees decisions	\$171,000 (about 5% of the total costs)
1. Puget lowland small streams monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring in 2015	\$2,515,000
2.1 Marine nearshore sediment monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring in summer 2016	\$220,000
2.2 Marine nearshore bacteria monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring October 2015 through September 2016	\$67,000
2.3 Marine nearshore mussel contaminant monitoring and assessment	Contractors, including permittees	Ramp-up in 2014, conduct monitoring in winter 2015-2016	\$619,000
<b>TOTAL RSMP Status and Trends Monitoring Effort*</b>			<b>\$3,592,000*</b> over four years

\* Final budget will be known in January 2014.

**Task 0. Program Administration, Requests for Proposals, and Contracting**

1. Develop a budget for status and trends monitoring based on collective decisions by permittees to opt in or out of the RSMP. The budget will be reviewed by the stakeholder oversight committee
2. Track costs associated with all RSMP fund-sharing program components
3. Participate in a project management oversight process
  - a. Manage process to facilitate adaptive management to contracts, monitoring, databases and communication materials (websites, reports, etc)
  - b. Inform and receive external stakeholder group recommendations
4. Facilitate an open process to determine who will conduct each of the tasks listed below for status and trends monitoring in small streams in Puget Lowlands and in urban marine nearshore areas of Puget Sound. Contractors may include permittees and/or other stakeholders.
5. Ensure contractors are qualified to conduct RSMP tasks according to approved Quality Assurance Project Plans (QAPPs)
6. Write, enter into, and manage agreements for data collection, management, analysis, and reporting
7. Provide project management oversight to ensure that quality data and products are produced, and data are entered into appropriate databases within the timeframes specified in the QAPPs
  - a. Facilitate a process to inform permittees and stakeholders of project needs, schedule changes, or other unforeseen circumstances
  - b. Coordinate interlaboratory comparison studies
8. Coordinate an annual review and reporting of results and information generated by the RSMP. In addition to the data interpretation tasks listed below:
  - a. Summarize and distribute findings
  - b. Cross-walk with information published by other key monitoring programs in western Washington
  - c. Recommend new standard methods and protocols to be developed

**Task 1. Status and Trends Monitoring in Small Streams in Puget Sound Lowlands**

1. Status and trends monitoring for small streams
  - a. Prepare to manage data
    - i. Work out agreement with King County to store data in Puget Sound Stream Benthos database.
    - ii. Create EIM account for water quality, sediment chemistry, and periphyton data
    - iii. Confirm that data management tools are available to handle all RSMP data and that all data will be quality controlled, stored and accessible to the public
  - b. Confirm sites and prepare for sampling in 2015. Up to 100 sites will be selected for sampling. The number of sites sampled will depend upon the final RSMP budget.

- i. Use the site list in the Draft [Quality Assurance Project Plan \(QAPP\)](#). The QAPP is expected to be finalized in 2014. The lists of Master Sample Sites for Puget Lowland streams inside and outside the UGAs have been generated, sorted by county, and are available on [Ecology's RSMP website](#).
- ii. Confirm sites and prepare for sampling to begin by January 2015.
  1. For each site that is not accessible or is documented according to the QAPP as otherwise unsuitable, the next sequential site on the list of will be assessed for suitability. Proceed down the lists until required number of sites is found.
  2. Up to 100 sites will be assessed (up to 50 within the UGA, and up to 50 outside the UGA), plus up to 10 reference locations.
  3. The RSMP will not sample sites that are sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2.
  4. The RSMP will not re-sample sites that are monitored as part of Ecology's state EMAP program in 2013. The RSMP will use data collected for Ecology's 10 reference locations.
- iii. Procure sample collection equipment necessary to produce data according to the QAPP.
- iv. Procure accredited laboratories for analysis.
- v. Procure staff for seasonal field work.
- c. Prepare to manage small stream status and trends monitoring data
  - i. Confirm that data management tools are available to handle all data and that all data will be quality controlled, stored and accessible to the public
  - ii. Ensure data quality is evaluated and report all data to the required databases according to the QAPP
2. Conduct status and trends monitoring. Sampling protocols and procedures detailed in the [Draft Quality Assurance Project Plan \(QAPP\)](#) are from previously-approved QAPPs and may be adaptively managed:
  - a. Collect and report monthly water quality index (WQI) and instantaneous flow monitoring at the RSMP sites for one year (January through December 2015).
    - i. WQI Parameters: total phosphorus, total nitrogen, turbidity, total suspended solids, specific conductance, pH, chloride, fecal coliform, temperature, and dissolved oxygen.
    - ii. Estimate streamflow following Ecology SOP #EAP024.
  - b. Collect stream benthos and habitat monitoring data at the RSMP sites in summer 2015.
    - i. Benthos parameters: aquatic macroinvertebrates and periphyton.
    - ii. Water quality parameters: chlorophyll a, ammonia, nitrate-nitrite, total suspended solids, hardness, total phosphorus, total perchlorate nitrogen, chloride, and turbidity
    - iii. Habitat monitoring: slope, bearing, habitat unit presence, wetted width, bankfull width, bar width, substrate size, substrate depth, shade, human

influence, riparian vegetation, large woody debris and grain size estimation.

- iv. Sediment chemistry parameters
  1. Metals: copper, lead, arsenic, and zinc
  2. PAHs: naphthalene, 2-methylnaphthalene, 1-methylnaphthalene, 2-chloronaphthalene, acenaphthylene, acenaphthene, dibenzofuran, fluorene, anthracene, carbazole, phenanthrene, fluoranthene, pyrene, retene, benzo(k)fluoranthene, benzo(a)pyrene, indeno(1,2,3-cd)pyrene, dibenzo(a,h)anthracene, benzo(ghi)perylene, chrysene, benzo(b)fluoranthene, and benzo(a)anthracene
- v. Additional sediment chemistry parameters subject to available funding:
  1. Pesticides: 2,4-D, triclopyr, diclobenil, diuron, carbaryl, chlorpyrifos, and imidacloprid
  2. Phthalates: Bis(2-ethylhexyl) phthalate, butyl benzyl phthalate, diethyl phthalate, dimethyl phthalate, di-n-butyl phthalate, and di-n-octyl phthalate
  3. PBDEs: 47, 49, 66, 71, 99, 100, 138, 153, 154, 183, 184, 191, 209
  4. PCBs: all 209 congeners
  5. Hormone disrupting chemicals: PPCPs (EPA Method 1694) and hormones and steroids (EPA Method 1698)
3. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP.
  - a. Participate in interlaboratory comparison studies.
  - b. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation.
4. Enter the results to EIM and/or other appropriate databases.
  - a. Enter stream benthos data into King County's stream benthos database.
  - b. Enter habitat data into Ecology Status & Trends: Riverine Ecology & Assessment Monitoring (STREAM) database.
5. Make recommendations for future status and trends monitoring.

## **Task 2. Status and Trends Monitoring in Marine Nearshore Areas of Puget Sound**

1. Marine sediment chemistry monitoring and assessment
  - a. Prepare to manage data.
    - i. Create account and enter data into EIM for sediment chemistry data.
  - b. Confirm sites and prepare for sampling in summer 2016.
    - i. The [draft QAPP](#) for this monitoring is expected to be finalized in 2014.
    - ii. Select and confirm marine nearshore sites
      1. Up to 40 sites will be selected for sampling. The list of randomly selected sites is being generated. A new nearshore GIS sampling frame is being developed for the 0 to 1 fathom (-1.8m) depth

- zone of the nearshore that is adjacent to Urban Growth Areas (UGAs). The nearshore sediment sample site list will be available at [Ecology's RSMP website](#) in summer 2013.
2. The RSMP will not sample sites that are sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2.
  3. For each nearshore sediment sample site that is not accessible or is documented according to the QAPP as otherwise unsuitable, the next sequential site on the list of alternates will be chosen and must be confirmed
- iii. Procure necessary sampling equipment.
  - iv. Procure accredited laboratories for analysis.
  - v. Procure staff for seasonal field work.
- c. Conduct marine nearshore sediment chemistry sampling during summer 2016 according to the approved QAPP.
- i. Marine sediment chemistry parameters:
    1. Grainsize and total organic carbon.
    2. Metal and metalloids: arsenic, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver, tin, and zinc.
    3. LPAHs: 1,6,7-trimethylnaphthalene, 1-methylnaphthalene, 1-methylphenanthrene, 2,6-dimethylnaphthalene, 2-methylnaphthalene, 2-methylphenanthrene, acenaphthene, acenaphthylene, anthracene, biphenyl, dibenzothiophene, fluorene, naphthalene, phenanthrene, and retene.
    4. HPAHs: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(e)pyrene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, dibenz(a,h)anthracene, fluoranthene, indeno(1,2,3-c,d)pyrene, perylene, and pyrene.
  - ii. Additional marine sediment chemistry parameters subject to available funding:
    1. Phthalates: bis(2-Ethylhexyl) phthalate, butylbenzylphthalate, diethylphthalate, dimethyl phthalate, di-n-butylphthalate, di-n-octyl phthalate.
    2. PBDEs: 47, 49, 66, 71, 99, 100, 138, 153, 154, 183, 184, 191, 209
    3. PCB Congeners: all 209 congeners
- d. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP.
- i. Participate in interlaboratory comparison studies.
  - ii. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation.
- e. Enter the results to EIM.
- f. Make recommendations for future status and trends monitoring.

## 2. Mussel contamination monitoring and assessment

- a. Prepare to manage data
  - i. Create EIM account for mussel contamination data
  - ii. Confirm that data management tools are available to handle all RSMP data and that all data will be quality controlled, stored and accessible to the public
- b. Prepare to conduct monitoring in winter 2015-2016.
  - i. The QAPP for this monitoring is expected to be finalized in 2014 is expected to be based upon either NOAA Mussel Watch protocols or the Ecology-approved QAPP for WDFW's [Mussel Watch Pilot Expansion Study](#).
  - ii. Confirm sites. Up to 40 sites will be selected for sampling.
    1. The list of randomly selected sites in nearshore areas adjacent to Urban Growth Area boundaries is being generated according to the same protocols as the sediment chemistry sites (see 1.B.i above) but limited to the shoreline or to grid cells located along the 0 depth contour. The list of mussel and bacteria sampling sites, plus alternates, will be available at [Ecology's RSMP website](#) in summer 2013.
    2. The RSMP will not sample sites that are sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2.
    3. For each site that is not accessible or is documented according to the QAPP as otherwise unsuitable, the next sequential site on the list of alternates will be chosen and must be confirmed.
  - iii. Develop sampling schedule to facilitate sampling, laboratories and troubleshoot logistics
  - iv. Procure necessary sampling equipment
- c. Coordinate with WDFW, NOAA Mussel Watch and networks of volunteers
  - i. Conduct volunteer trainings and facilitate communication
- d. Conduct mussel tissue sampling at RSMP sites during winter 2015-2016 according to the approved QAPP.
  - i. Mussel habitat sampling parameters: water temperature, salinity, station location, distance between sub-stations at each site, tidal cycle, height above waterline.
  - ii. Mussel biotic measures: %mortality, condition index, lipids, gonadal index and histopathology.
  - iii. Mussel chemistry parameters:
    1. PAHs:
      - a. LPAHs: naphthalene, fluorene, acenaphthylene, acenaphthene, anthracene, dibenzothiophene, phenanthrene, and retene
      - b. HPAHs: dibenzoanthracene, benzo[a]anthracene, benzo[b]fluoranthene, benzo[k]fluoranthene,

- benzo[e]perylene, benzo[a]pyrene, benzo[z]pyrene, chrysene, fluoranthene, indeno-pyrene, perylene, and pyrene
- c. Substituted PAHs: dibenzothiophenes(C1-,C2-,C3-), fluorenes((C1-,C2-,C3-), naphthalenes(C1-,C2-,C3-,C4-), phenanthrenes+anthracene(C1-,C2-,C3-,C4-), chrysenes (C1-,C2-,C3-,C4-), and fluoranthene/pyrene (C1-,C2-,C3-,C4-)
  2. Chlorinated pesticides: 2,4'-DDD, 2,4'-DDE, 2,4'-DDT, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, alpha-chlordane, trans-chlordane (gamma), trans-nonachlor, cis-nonachlor, nonachlor III, heptachlor, heptachlor epoxide, oxychlordane, alpha-hexachlorohexane, beta-hexachlorocyclohexane, delta-hexachlorocyclohexane, hexachlorobenzene, aldrin, dieldrin, mirex, and endosulfan I
  3. Metals: arsenic, cadmium, copper, lead, mercury, and zinc
  4. PBDEs: 28, 47, 49, 66, 85, 99, 100, 153, 154, 155, 183
  5. PCB congeners:17, 18, 28, 31, 33, 44, 49, 52, 66, 70, 74, 82, 87, 95, 99, 101, 105, 110, 118, 128, 138, 149, 151, 153, 156, 158, 170, 171, 177, 180, 183, 187, 191, 194, 195, 199, 205, 206, 208, 209
  6. Conventional: total lipids, total solids,  $\delta^{15}$  nitrogen, and  $\delta^{13}$  carbon
- e. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP
    - i. Participate in interlaboratory comparison study
    - ii. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation.
  - f. Enter the results to appropriate state and federal databases
    - i. Mussel Watch at NOAA, and WDFW Toxics in Biota database
    - ii. Chemistry data to EIM database
3. Bacteria sampling and assessment
- a. Prepare to manage data
    - i. Create EIM account for bacteria data
  - b. Prepare to conduct monthly monitoring beginning in October 2015. Up to 40 sites will be sampled.
    - i. The QAPP for this monitoring is expected to be approved in 2014. It will be based upon former PSAMP and current BEACH monitoring program protocols.
      1. Sites identified and confirmed for mussel contamination monitoring will be sampled for bacteria, if suitable.
        - a. Mussel sites that are not suitable for bacteria sampling due to holding time or other requirements will not be

sampled for bacteria. Additional bacteria sites will not be added

2. Develop sampling schedule to facilitate sampling, laboratories and troubleshoot logistics
  - ii. Develop contracts with local accredited laboratories (near sites)
  - iii. Procure and prepare necessary sampling equipment
  - iv. Procure volunteers and coordinate sampling
  - v. Conduct volunteer trainings
- c. Conduct and coordinate monthly bacteria sampling during October 2015-September 2016 and according to the approved QAPP
  - i. Parameters: fecal coliform by multiple tube fermentation (9221E)
- d. Interpret and report the results as specified in the QAPP
- e. Ensure quality assurance and quality control (QA/QC), data reporting, and data analysis and interpretation are conducted according to the approved QAPP
  - i. Include results from sites sampled by permittees who opt to conduct individual monitoring according to Phase I permit condition S8.B.1.b or Phase II permit condition S8.B.2 in data analysis and interpretation
- f. Enter the results to EIM and notify Ecology's BEACH Program of known water quality violations
- g. Make recommendations for future status and trends monitoring

## S8.C Effectiveness Studies

**Table 2. Tasks, Timeline and Estimated Costs\* for RSMP Effectiveness Studies**

Task	Implemented by	Anticipated Timeline	Estimated Maximum Costs
0. Program administration	Ecology	Begins in December 2013 when permittees decide if they will participate; RFP process in 2014	\$350,000 (about 5% of the total costs)
3. Effectiveness studies	Contractors, including permittees	Begin studies in August 2014 after first permittee payments submitted to Ecology	\$7,000,000
<b>TOTAL RSMP Effectiveness Studies Effort*</b>			<b>\$7,350,000*</b> over four years

\* Final budget will be known in January 2014.

**Task 0. Program Administration, Requests for Proposals, and Contracting**

1. Develop a budget for effectiveness studies based on collective decisions by permittees to opt in or out of the RSMP. The budget will be reviewed by the stakeholder oversight committee.
2. Write, enter into, and manage agreements with contractors for data collection, management, analysis, and reporting
3. Track costs associated with all RSMP fund-sharing program components
4. Participate in a project management oversight process
  - a. Manage process to facilitate adaptive management to contracts, monitoring, databases and communication materials (websites, reports, etc)
  - b. Facilitated process to inform and receive external stakeholder group recommendations
5. Facilitate an open process to determine who will conduct each of the tasks listed below for effectiveness studies in Western Washington
6. Develop detailed scopes of work to ensure contractors are qualified to conduct RSMP tasks according to approved Quality Assurance Project Plans (QAPPs). Ensure robust scientific method and quality control procedures are included
  - a. Identify opportunities to revise or develop Standard Operating Procedures (SOPs) that apply to multiple studies
7. Contract with successful applicants and provide project management oversight to ensure that quality data and other products are produced and entered into appropriate databases within the timeframes specified in the QAPPs
  - a. Facilitate a process to inform permittees and external stakeholders of project needs, schedule changes, or other unforeseen circumstances
8. Coordinate an annual review and reporting of results and information generated by the RSMP or independent monitoring. In addition to the data interpretation tasks listed below:
  - a. Summarize and distribute findings
  - b. Cross-walk with information published by other key monitoring programs in western Washington
  - c. Recommend new standard methods and protocols to be developed

**Task 3. Effectiveness Studies**

1. Conduct regionally relevant studies on topics that have been recommended through the external stakeholder process and using criteria pursuant to stakeholder group recommendations
  - a. For each study, develop a QAPP that includes, as appropriate: site selection; sampling protocols; quality assurance and control procedures; laboratory analytical methods; data storage; data analysis; reporting methods; peer review requirements; and deadlines for publications
  - b. Studies will be conducted from August 2014 through August 2018
    - i. Some studies may not be completed by the expiration date of the permit; appropriate interim deliverables will be defined
2. Develop standard methods as needed across multiple studies
3. Enter quality-assured data into appropriate databases as required by the approved QAPPs
4. Make results and findings available to the public
5. Recommend future effectiveness studies

## S8.D Source Identification Information Repository (SIDIR)

**Table 2. Tasks, Timeline and Estimated Costs for SIDIR**

Task	Implemented by	Anticipated Timeline	Estimated Maximum Costs
0. Program administration	Ecology	Begins in January 2014 with RFP process	\$32,250 (about 5% of the total RSMP costs)
4. Source Identification Information Repository (SIDIR)	Contractors, including permittees	Begin in August 2014 after first permittee payments are submitted to Ecology	\$645,000
TOTAL RSMP SIDIR effort			\$677,250 over four years

### Task 0. Program Administration, Requests for Proposals, and Contracting

1. Write, enter into, and manage agreements with contractors for subtasks listed in Task 4 below
2. Track costs associated with SIDIR program component
3. Participate in a project management oversight process
  - a. Manage process to facilitate adaptive management to contracts, monitoring, databases and communication materials (websites, reports, etc)
  - b. Facilitated process to inform and receive external stakeholder group recommendations
4. Facilitate an open process to determine who will conduct each of the tasks listed below for creating the SIDIR. Contractors may include permittees and/or other stakeholders
5. Develop detailed scopes of work to ensure contractors will conduct high quality work
6. Contract with successful applicants and provide project management oversight to ensure that quality products are produced and shared within the specified timeframes
  - a. Facilitate a process to inform permittees and external stakeholders of project needs, schedule changes, or other unforeseen circumstances
7. Coordinate an independent annual review and reporting of results and information generated by the RSMP or independent monitoring. In addition to the data interpretation tasks listed below:
  - a. Summarize and distribute findings
  - b. Cross-walk with information published by other key monitoring programs in western Washington
  - c. Recommend new standard methods and protocols to be developed

### Task 4. Source Identification Information Repository (SIDIR)

1. Develop a *SIDIR Methods and Approaches* webpage or build on another platform as appropriate:
  - a. Determine what tools for permittees and others are most needed to identify and remove illicit discharges from stormwater
  - b. Identify existing standard operating procedures (SOPs) and protocols for source identification and diagnostic monitoring to include in the repository

- c. Prioritize new standard operating procedures (SOPs) and protocols for source identification and diagnostic monitoring to include in the repository
      - i. Recommend GROSS grant or other funding for development of these tools
    - d. Develop a QAPP library with data quality objectives and report templates
  2. Develop a *SIDIR Results and Findings* database and analyze information from permittees:
    - a. Determine data fields and specific information needed to support regional analyses
    - b. Propose permittee reporting approaches to populate the database
      - i. Develop a format that is easy to use and fulfills annual reporting requirements specified in the permits
    - c. Design, develop, and populate the database
      - i. Populate the database with information for 2014 that will be provided by permittees in their March 2015 Annual Reports
    - d. Conduct the first regional analysis and report results before the end of 2016
  3. Conduct further analyses with subsequent annual report data and report results in 2017 and 2018 and include with the third report



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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Pam Bissonnette, Interim Public Works Director  
Jenny Gaus, Surface Water Engineering Supervisor

**Date:** November 1, 2013

**Subject:** Ecology Fiscal Year 2013-2015 Stormwater Capacity Grant

**RECOMMENDATION:**

It is recommended that City Council approve the attached resolution authorizing the City Manager to sign an agreement for the Ecology Fiscal Year 2013-2015 Stormwater Capacity Grant, which awards the Kirkland \$50,000 in NPDES stormwater Permit implementation funds, and \$120,000 in stormwater planning/pre-design funds.

**BACKGROUND DISCUSSION:**

Stormwater Capacity Grant

The City has been notified by the Washington State Department of Ecology (Ecology) that it is eligible to receive NPDES and stormwater capacity grants funds in the 2013-2015 biennium. The grant is separated into two portions; NPDES implementation, and stormwater planning and design.

NPDES Implementation

A sum of \$50,000 is available for activities, staff, or equipment that support implementation of the 2013 Western Washington Phase II Municipal Stormwater Permit (the NPDES Permit). The Permit requires that the city take actions in each of these six areas:

- Public education and outreach
- Public involvement
- Illicit Discharge Detention and Elimination (IDDE)
- Construction and post-construction runoff controls
- Pollution prevention and municipal operations and maintenance
- Monitoring

Past capacity grant funds have been used to assist with purchase of an eductor truck and spill control materials, erosion control and low impact development training, staff to find and eliminate sources of pollutants, and educational materials and programs. This has been an important source of funds which has allowed the Surface Water Utility to keep rates steady while complying with the Permit.

The following are the proposed uses of these funds for this grant round:

***Public Education and Outreach***

*Low Impact Development Education (\$13,000)*: program to conduct stormwater review for single-family homes and provide incentives for use of low impact development techniques such as rain gardens and permeable pavement. Kirkland has recently received a grant of \$20,000 for this work from King Conservation District. These NPDES funds would provide the city match portion of the overall project cost of \$33,000.

*Car Washing Outreach (\$12,000)*: consultant to contact groups and sites that hold charity car washes and encourage them to use proper washwater disposal methods and/or to sell car wash tickets in lieu of holding car wash fund-raisers. This outreach was funded by NPDES grants in past years, and has yielded an increase in awareness and reductions in discharges of soapy water to our streams and lakes.

***Maintenance and Operations***

TV Inspection Truck (\$25,000 toward overall project cost of approximately \$300,000): If Council approves purchase of a TV truck in the 2015-2016 budget, these funds will be used to help offset the cost of the software and cameras that are part of the TV Inspection Truck package.

**Stormwater Planning and Pre-Design Funds**

The \$120,000 in stormwater planning/design funds is meant to be used to develop project designs and cost estimates that the Legislature can consider for construction funding via a grant process that will begin in fall of 2014. Projects are to retrofit existing streets or public facilities for flow control and water quality treatment. Kirkland proposes to use these funds to develop designs for water quality and/or flow control facilities along the Cross Kirkland Corridor. To be eligible for these funds, at least one of the projects must include a low impact development facility such as a bioretention swale or permeable pavement. A project proposal summary and map are attached (Attachments A and B). Project designs will be coordinated with the goals and vision in the Cross Kirkland Corridor Master Plan.

Attachment A: Project summary for use of \$120,000 in Stormwater Planning/Pre-design funds

Attachment B: Potential locations for Cross Kirkland Corridor Stormwater Retrofit Projects

**Due to Ecology by October 1, 2013**  
**Project Specific Planning Grant**  
**Initial Project Summary**

**Jurisdiction:** City of Kirkland

**Staff Contact Name:** Jenny Gaus, PE, CSM

**Staff Contact Telephone:** (425) 587-3850

**Staff Contact Email:** jgaus@kirklandwa.gov

**Project Name:** Cross Kirkland Corridor Water Quality Retrofit

The project proposed for planning and design would install runoff treatment facilities for existing pollution generating surfaces as part of the City's Cross Kirkland Corridor Interim Trail project.

**Project Location Description:**

The Cross Kirkland Corridor Interim Trail project is the first step in converting a 5.75-mile long former railroad alignment into a multi-use trail. Phase one of the interim trail improvements, which is currently under construction, includes removing the existing railroad tracks and ties. Phase two of the interim trail improvements, which are currently being designed, will construct a gravel-surfaced path and construct improvements at street crossings.

The Interim Trail project includes improvements at nine street crossings, as shown in the attached figure. These improvements will require constructing new curbs and gutters and modifications to existing storm drainage systems, which presents an opportunity to cost-effectively install treatment facilities to capture runoff from existing pollution-generating surfaces in the vicinity of each crossing. Neither runoff treatment nor flow control would otherwise be required for this project due to the small amount of new impervious surface that will be created. Although timing of the potential construction grant funding may require the retrofit to occur after construction of interim trail improvements, designing the projects simultaneously will allow provisions to be made in the Interim Trail design that will facilitate subsequent construction of the retrofit.

The water quality issue mitigated by this project is non-point source pollution in urban stormwater runoff originating from vehicles. Table 1 below describes the location, street classification and land use at each crossing.

**Description of the Best Management Practices Proposed:**

It is anticipated that the runoff treatment retrofits will utilize stormwater treatment technologies that have a General Use Level Designation (GULD) for Basic or Enhanced water quality treatment through Ecology's TAPE program, such as catch basin media filters or Filterra units. Low Impact Development (LID) stormwater management techniques will also be evaluated as part of the planning and design process.

Table 1 – Potential Retrofit Site Information

Site	Street	Classification	Adjacent Land Use
1	NE 52 <sup>nd</sup> Street	Collector	Residential
2	6 <sup>th</sup> Street S	Minor Arterial	Residential, Commercial
3	7 <sup>th</sup> Avenue	Collector	Residential, Industrial
4	110 <sup>th</sup> Avenue NE	Local Street	Residential
5	NE 112 <sup>th</sup> Street	Collector	Commercial, Industrial
6	120 <sup>th</sup> Avenue NE	Minor Arterial	Commercial, Industrial
7	NE 124 <sup>th</sup> Street	Principal Arterial	Commercial
8	Totem Lake Blvd.	Principal Arterial	Commercial
9	128 <sup>th</sup> Lane NE	Local Street	Commercial, Industrial

The facilities will be designed in accordance with the *2009 King County Surface Water Design Manual*, the City of Kirkland's adopted surface water standard.

The next steps in the design of this project will be to determine the potential tributary area for each facility, evaluate the most appropriate treatment technology or LID approach, perform topographic survey, size the facilities, and prepare preliminary plans and a Pre-Design report for review by Ecology.



RESOLUTION R-5019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2013-15 MUNICIPAL STORMWATER CAPACITY GRANT AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF KIRKLAND AND TO ACCEPT \$50,000 FOR NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT IMPLEMENTATION AND \$120,000 FOR STORMWATER PLANNING AND DESIGN.

WHEREAS, the City of Kirkland has been notified by the Washington State Department of Ecology that it is eligible to receive National Pollutant Discharge Elimination System (NPDES) and stormwater capacity grant funds in the 2013-2015 biennium; and

WHEREAS, the grant is separated into NPDES Permit implementation and stormwater planning and design; and

WHEREAS, the sum of \$50,000 is available for implementation of the NPDES Permit and \$120,000 is available to develop stormwater project designs and cost estimates; and

WHEREAS, the City Council desires to accept these funds;

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

Section 1. The City Manager is authorized to execute on behalf of the City of Kirkland a 2013-15 Municipal Stormwater Capacity Grant Agreement Between the State of Washington, Department of Ecology and the City of Kirkland, substantially similar to that attached as Exhibit "A."

Section 2. The City Manager is authorized to accept \$50,000 for National Pollution Discharge Elimination System Permit implementation and \$120,000 for stormwater planning and design.

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

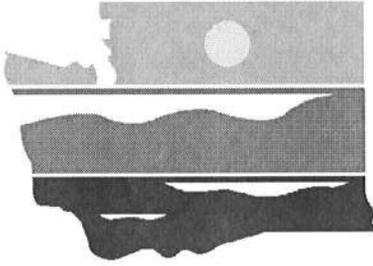
Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**2013-15 MUNICIPAL STORMWATER CAPACITY GRANT**

**PROGRAM**

**FISCAL YEAR 2014**

**GRANT AGREEMENT**

**NUMBER G1400265**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF KIRKLAND**

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

TABLE OF CONTENTS

PART I. GENERAL INFORMATION	3
PART II. PERFORMANCE MEASURES	4
PART III. PROJECT DESCRIPTION	4
PART IV. PROJECT BUDGET	5
PART V. SCOPE OF WORK	6
PART VI. SPECIAL TERMS AND CONDITIONS	10
PART VII. ALL WRITINGS CONTAINED HEREIN	10
ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS.....	11
A.    ARCHEOLOGICAL AND CULTURAL RESOURCES	11
B.    EDUCATION AND OUTREACH	11
C.    EQUIPMENT PURCHASE	12
D.    FUNDING RECOGNITION	12
E.    INCREASED OVERSIGHT	12
F.    INDIRECT RATE	12
G.    MINORITY AND WOMEN'S BUSINESS PARTICIPATION	12
H.    PAYMENT REQUEST SUBMITTALS	13
I.    POST PROJECT ASSESSMENT	14
J.    PROCUREMENT	14
K.    PROGRESS REPORTS	14
L.    REQUIRED DOCUMENT SUBMITTALS	14
M.    SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY	15
N.    WATER QUALITY MONITORING	15
ATTACHMENT II: GENERAL TERMS AND CONDITIONS .....	17
A.    RECIPIENT PERFORMANCE	17
B.    SUBGRANTEE/CONTRACTOR COMPLIANCE	17
C.    THIRD PARTY BENEFICIARY	17
D.    CONTRACTING FOR SERVICES (BIDDING)	17
E.    ASSIGNMENTS	17
F.    COMPLIANCE WITH ALL LAWS	17
G.    KICKBACKS	17
H.    AUDITS AND INSPECTIONS	17
I.    PERFORMANCE REPORTING	18
J.    COMPENSATION	18
K.    TERMINATION	19
L.    WAIVER	20
M.    PROPERTY RIGHTS	20
N.    SUSTAINABLE PRODUCTS	21
O.    RECOVERY OF PAYMENTS TO RECIPIENT	21
P.    PROJECT APPROVAL	21
Q.    DISPUTES	21
R.    CONFLICT OF INTEREST	21
S.    INDEMNIFICATION	22
T.    GOVERNING LAW	22
U.    SEVERABILITY	22
V.    PRECEDENCE	22
W.    SUSPENSION	22

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

## 2013-15 MUNICIPAL STORMWATER CAPACITY GRANT PROGRAM

### Grant Agreement

Between

**The State of Washington Department of Ecology**

And

**City of Kirkland**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Kirkland (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

#### PART I. GENERAL INFORMATION

Project Title:	<b>2013-15 Municipal Stormwater Capacity Grant Program</b>
State Fiscal Year:	<b>FY2014</b>
Grant Number:	<b>G1400265</b>
RECIPIENT Name:	<b>City of Kirkland</b>
Mailing Address:	<b>123 5th Ave, Kirkland, WA 98033</b>
RECIPIENT Federal ID Number:	<b>91-6001255</b>
Total Eligible Cost:	
(\$50,000 AND \$120,000):	<b>\$170,000</b>
DEPARTMENT Funding Sources:	
ELSA - Operating:	<b>\$50,000</b>
ELSA - Capital Budget Provision:	<b>\$120,000</b>
DEPARTMENT Share:	<b>\$170,000</b>
DEPARTMENT Maximum Percentage:	<b>100%</b>
Effective Date Of This Grant Is:	<b>July 1, 2013</b> Any work performed prior to the effective date of this agreement is not eligible for reimbursement.
This Grant Agreement Expires On:	<b>January 31, 2015</b>

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

RECIPIENT Contact:	<b>Jenny Gaus</b>
Telephone Number:	<b>425-587-3850</b>
E-Mail Address:	<b>jgaus@kirklandwa.gov</b>
RECIPIENT Billing Contact:	<b>Jenny Gaus</b>
Telephone Number:	<b>425-587-3850</b>
E-Mail Address:	<b>jgaus@kirklandwa.gov</b>
DEPARTMENT Project/Financial Manager:	<b>Kyle Graunke</b>
Mailing Address	<b>Water Quality Program Washington State Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600</b>
Telephone Number:	<b>360-407-6452</b>
Fax Number:	<b>360-407-7151</b>
E-Mail Address:	<b>Kyle.Graunke@ecy.wa.gov</b>
Designated Local Government Partners (if applicable):	

## **PART II. PERFORMANCE MEASURES**

### **A. Water Quality Goal**

Improved stormwater oversight and water quality protection through the direct development and implementation of a comprehensive stormwater management program.

### **B. Project Outcomes**

Implementation of Phase I and II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.

## **PART III. PROJECT DESCRIPTION**

RECIPIENT will address implementation or management of municipal stormwater programs. Additionally, the RECIPIENT's project will include project specific planning and design for a retrofit project which includes low-impact development techniques.

**PART IV. PROJECT BUDGET**

<b>Municipal Stormwater Capacity Grants Program, FY2014</b>	
<b>Elements/Objects</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management (limited to \$5,000 ELSA Operating Funds)	<b>\$5,000</b>
Task 2 – Implementation And Management Of Stormwater Program	<b>\$45,000</b>
Task 3 – Pre-Construction Planning And Design (limited to \$120,000 ELSA Capital Budget Provisions)	<b>\$120,000</b>
<b>Total (limited to \$170,000 per RECIPIENT partner)</b>	<b>\$170,000</b>
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 2014 (100% of TEC)	<b>\$170,000</b>

**PART V. SCOPE OF WORK**

RECIPIENT will ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work.

**Task 1 - Project Administration/Management**

- A. RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. RECIPIENT will manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. RECIPIENT will maintain effective communication with the DEPARTMENT, RECIPIENT's designees; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT will carry out this project in accordance with any completion dates outlined in this agreement.
- C. RECIPIENT will submit all invoice voucher submittals and supportive documentation to the DEPARTMENT's Project/Financial Manager.
- D. If work conducted results in a report, the RECIPIENT will submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion report – one electronic copy
  - Final project completion report – one paper copy, one electronic copy

RECIPIENT will submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

**Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT must ensure funds are used to attain compliance where applicable.
- B. RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.
- 1) Public education and outreach activities, including stewardship activities.
  - 2) Public involvement and participation activities.
  - 3) Illicit discharge detection and elimination (IDDE) program activities, including:
    - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
    - b) Staff training.
    - c) Activities to identify and remove illicit stormwater discharges.
    - d) Field screening procedures.
    - e) Complaint hotline database or tracking system improvements.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review and/or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:
  - a) Illicit discharge testing equipment and materials.
  - b) Vactor truck or sweeper truck or MS4 maintenance activities.
  - c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
  - d) Software dedicated to tracking permit implementation activities.

### **Task 3 – Preconstruction Planning and Design**

- A. Project Summary. RECIPIENT will submit to the DEPARTMENT's Project Manager for review and acceptance and no later than October 1, 2013, an initial one to two page

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

**Project Summary.** The Project Summary will include a description of the proposed project identifying: 1) the area where the proposed project is to be installed or constructed (including maps), 2) the stormwater best management practice(s) to be designed, 3) the name of the appropriate design manual planned for use in the final design (see item D), and 4) the water quality issue mitigated by the proposed project. The DEPARTMENT will provide comments to the RECIPIENT within 14 calendar days of receipt of the Project Summary. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are not required at this time.

- B. Pre-Design Report. RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT's Project Manager for review and acceptance. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the Project Summary for consistency with the appropriate design criteria and grant requirements. Detailed calculations and/or drawings are required in the Pre-design Report. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans.
- C. 90 Percent Design Plans. RECIPIENT will submit two hard copies and one digital copy of the 90 percent design plans to the DEPARTMENT's Project Manager for review and acceptance. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements.
- D. For above items A-C, the RECIPIENT must justify significant deviations from the following:
- 1) The appropriate guidance manual below depends on the region that your project is conducted:
    - **2005 or 2012 Stormwater Management Manual for Western Washington (SWMMWW)**, (the appropriate manual depends on the requirements of the jurisdiction) or
    - **2004 Stormwater Management Manual for Eastern Washington (SWMMEW)**, both can be found at: <http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or
    - **Low Impact Development Technical Guidance Manual for Puget Sound** found at: [http://www.psp.wa.gov/downloads/LID/20121221\\_LIDmanual\\_FINAL\\_secure.pdf](http://www.psp.wa.gov/downloads/LID/20121221_LIDmanual_FINAL_secure.pdf), or
    - Equivalent design manuals, **Eastern Washington Low Impact Development Manual.**
  - 2) Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
  - 3) Good engineering practices and generally recognized engineering standards.
- E. SEPA. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

- F. DAHP EZ-1. If applicable, the RECIPIENT will submit to the DEPARTMENT's Project Manager a Department of Archaeology and Historic Preservation (DAHP) EZ-1 form to initiate review of project activities by DAHP and tribal governments.
- G. RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bind as a separate document. All reduced drawings must be legible.
- H. Summary of Deliverables:
1. Submit a Project Summary including maps, no later than October 1, 2013, for review and acceptance of the proposed design project.
  2. Submit a Pre-design report to the DEPARTMENT, no later than January 31, 2014 for review and acceptance.
  3. Submit 90 percent design plans to the DEPARTMENT, no later than August 1, 2014 for review and acceptance.
  4. If applicable, submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
  5. If applicable, submit a copy of the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.

**PART VI. SPECIAL TERMS AND CONDITIONS**

None

**PART VII. ALL WRITINGS CONTAINED HEREIN**

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements for the Municipal Stormwater Capacity Grants Program.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans."
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable federal and state statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT, and made a part of this agreement, except that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties sign this grant agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF KIRKLAND

\_\_\_\_\_  
KELLY SUSEWIND, P.E., P.G.      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
MARILYNNE BEARD      DATE  
ASSISTANT CITY MANAGER

Approved As To Form Only  
Assistant Attorney General

**ATTACHMENT I: General Project Management Requirements  
For 2013-15 Municipal Stormwater Capacity Grants Program  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and  
[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf).

**B. EDUCATION AND OUTREACH**

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

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

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

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

### **C. EQUIPMENT PURCHASE**

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

### **D. FUNDING RECOGNITION**

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

### **E. INCREASED OVERSIGHT**

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

### **F. INDIRECT RATE**

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

### **G. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

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

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

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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

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

## H. PAYMENT REQUEST SUBMITTALS

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

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

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

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

## **I. POST PROJECT ASSESSMENT**

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

## **J. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **K. PROGRESS REPORTS**

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

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

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

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

## **L. REQUIRED DOCUMENT SUBMITTALS**

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
- Electronic copy of final project completion report – 1 copy.
- Final project completion report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.

- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT's Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT's Project/Financial Manager.

### **M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY**

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

### **N. WATER QUALITY MONITORING**

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

RECIPIENT must submit the QAPP to the DEPARTMENT's project manager for review, comment, and must be approved before starting the environmental monitoring activities.

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

<http://www.ecy.wa.gov/programs/eap/labs/search.html>

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

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

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

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

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

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

If GIS data is collected, the DEPARTMENT's data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

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2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

**ATTACHMENT II: General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

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

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

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

**C. THIRD PARTY BENEFICIARY**

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

**D. CONTRACTING FOR SERVICES (BIDDING)**

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

**E. ASSIGNMENTS**

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

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

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

**H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

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

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

**I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

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

**J. COMPENSATION**

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

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

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

**K. TERMINATION**

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

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

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

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

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

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

**L. WAIVER**

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

**M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology

#### **N. SUSTAINABLE PRODUCTS**

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

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

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

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**2013-15 Municipal Stormwater Capacity Grant Program  
State Of Washington, Department Of Ecology**

**S. INDEMNIFICATION**

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

**T. GOVERNING LAW**

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

**U. SEVERABILITY**

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

**V. PRECEDENCE**

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

**W. SUSPENSION**

The obligation of DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. DEPARTMENT may also elect to suspend performance of the agreement until such time as DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

SS-010 Rev. 04/04



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

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** November 7, 2013

**Subject:** NE 112th Street Sidewalk Project – Budget Adjustment Request

### **RECOMMENDATION:**

It is recommended that the City Council approves a budget adjustment for the NE 112<sup>th</sup> Street Sidewalk Project in the amount of \$25,610 using Surface Water transportation reserves.

### **BACKGROUND DISCUSSION:**

The NE 112<sup>th</sup> Street Sidewalk Project completes a missing sidewalk gap along the north side of NE 112<sup>th</sup> Street in the Par-mac Industrial Area of the Totem Lake neighborhood, bordering the South Juanita Neighborhood (Attachment A). The Project will also provide a direct sidewalk connection with the Cross Kirkland Corridor as well as Alexander Graham Bell Elementary School.

At their regular meeting of August 6, the City Council awarded the construction contract to Danneko Construction Co., Kirkland, WA, in the amount of \$140,009, with funding for the project coming from a Transportation Improvement Board (\$86,268) grant, plus City contributions (\$179,832). Construction began on September 25, 2013, and has continued to-date with a currently anticipated completion in late November, 2013.

During construction of the new storm sewer for this project, a significant number of unexpected underground conditions were encountered. These conditions required some redesign work, as well as increased inspection services, staff time, and added construction efforts with resultant increased costs for professional engineering, inspection, in-house staff time, and construction material and labor costs; the combination of the increased costs will exceed the previously established 10% construction contingency (Attachment B).

The currently estimated Project cost increase is \$32,100, or more than twice the established construction contingency for the Project (Attachment B). As much of the underground work is now complete, staff recommends the requested budget increase include a reduced construction

contingency of 5%, resulting in a requested total budget increase of \$25,610 and a final overall budget of \$291,000. (Attachments B and C) Note that even with the increase, the final budget is still significantly less than the original budget of \$424,000 submitted to the Council in February of 2013.

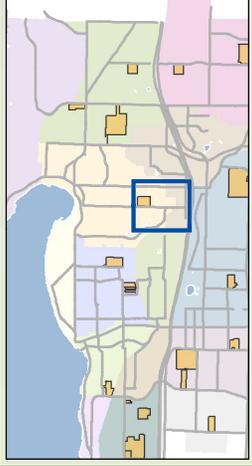
As a reimbursement grant, the TIB considers all project costs with reimbursement ratios spread across the design, construction and construction engineering components. Therefore, as the Project reaches its conclusion over the next few weeks, staff will bring these increased costs forward within the final grant billing paperwork seeking grant reimbursement from the TIB for all new grant eligible expenses. Staff will also review the final distribution of City contributions from both the general government and the surface water utility funds in order to provide City Council with a full accounting of all costs and reimbursement at the time of the contract acceptance, now expected to occur in January 2014.

Attachment A – Vicinity Map  
Attachment B – Project Budget Report  
Attachment C – Fiscal Note

E-page 126  
**NE 112th St Sidewalk  
 (NM-0053)**

Attachment A

-  Road
-  Parks
-  Schools
-  Parcels
-  Railroad
-  Streets
-  City Limits
-  Lakes



0 60 120 180 240 300 360  
 Feet



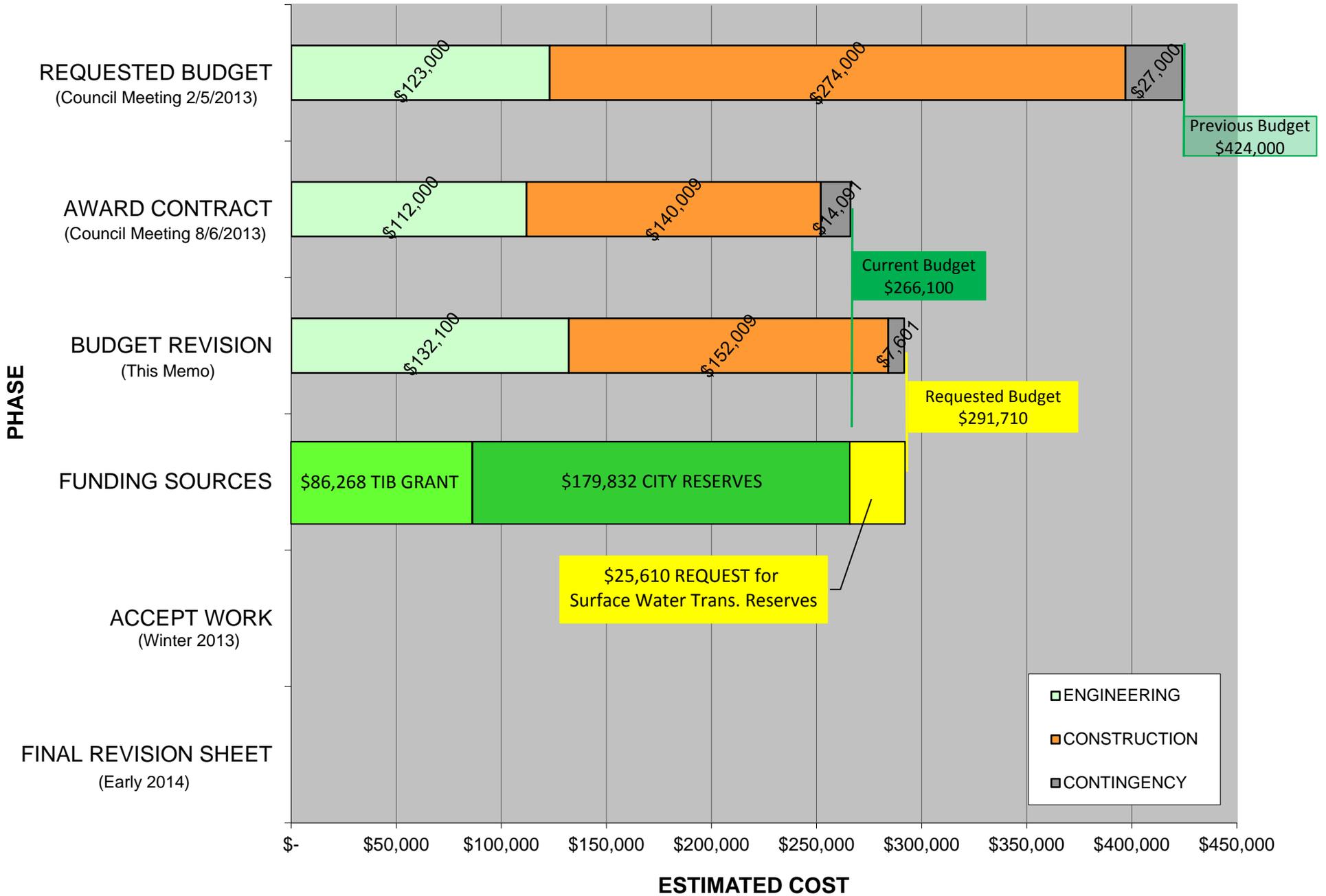
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Author:  
 Name: Project Map NE 112th St - 2012  
 Date Saved: 11/6/2013 3:02:32 PM



**NE 112th Street Sidewalk Project  
CNM 0053 000/SW1  
Project Budget Report**

**Attachment B**



**FISCAL NOTE**

*CITY OF KIRKLAND*

Source of Request							
Pam Bissonnette, Interim Public Works Director							
Description of Request							
Request for funding of \$25,610 from the Surface Water Transportation Reserve for NE 112th Street Sidewalk CNM 0053 due to cost changes as identified in the attached memo.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$25,610 from Surface Water Transportation Reserve. This reserve is able to fully fund this request.							
Recommended Funding Source(s)							
<i>Reserve</i>	Description	2014 Est End Balance	Prior Auth. 2013-14 Uses	Prior Auth. 2013-14 Additions	Amount Request	Revised 2014 End Balance	2014 Target
	Surface Wtr. Transportation	4,580,229	149,009	70,000	25,610	4,475,610	N/A
	Prior Authorized Uses of Reserves: 1) Surface Wtr. Transportation Reserve: 6th Street Sidewalk (\$25,243). Council is also considering additional funding of \$123,766 for NE 120th Street Extension; the reserve balance assumes approval of these requests. Prior Authorized Additions to Surface Water Transportation Reserve: Central Way Sidewalk (\$21,000) and Peter Kirk Elementary Sidewalk (\$49,000).						
<i>Revenue/Exp Savings</i>							
<i>Other Source</i>							
Other Information							

Prepared By	Neil Kruse, Senior Financial Analyst	Date	November 6, 2013
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**CITY OF KIRKLAND**  
Department of Public Works  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800  
www.kirklandwa.gov

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** November 7, 2013

**Subject:** NE 120th Street Extension Project – Status Update & Authorization to Bid

### **RECOMMENDATION:**

It is recommended that City Council:

- Reviews the following Project update,
- Approves a budget adjustment to match the 2013-2018 CIP Update to be adopted in December, and
- Authorizes staff to advertise for contractor bids.

### **BACKGROUND DISCUSSION:**

Beginning in 2007, City Council eliminated the procurement step of staff seeking authorization to bid projects and allowed staff to proceed directly to advertisement for approved CIP projects. The visibility and significance of the subject Project, together with an identified budget adjustment need; however, warrants this memo and update to the Council.

The NE 120th Street Extension Project will provide a new public roadway for NE 120<sup>th</sup> Street, between 124<sup>th</sup> Avenue NE and Slater Avenue NE (Attachment A). The Project has been designed to improve multi-modal mobility as well as provide congestion mitigation and improved emergency vehicle access in the Totem Lake Urban Center. The improvements include a three-lane roadway section, bicycle lanes, planter strip, and sidewalks. The Project also includes a new Intelligent Transportation System (ITS equipped) signal at 124<sup>th</sup> Avenue NE, ITS signal upgrades at Slater Avenue NE, new street lighting, and surface water quality enhancements to treat run-off before it enters Totem Lake.

The Project is also eligible for Greenroads™ Certification as a result of its collection of sustainability best practices that relate to roadway design and construction. The goal of the Greenroads™ Certification program is to reduce impacts on the environment and improve life-cycle costs through the implementation of low impact designs (LID), energy efficient and low light polluting lighting fixtures, and through the use recycled materials in road base and pavements. The design of the NE 120<sup>th</sup> Street Project incorporates numerous Greenroads Certification elements; including a life cycle cost analysis, use of recycled materials, Low Impact Design (LID) surface water control design, the incorporation of intelligent transportation

systems, improved access for multimodal users, and use of warm mix asphalt pavement technologies.

### *Current Estimate and Funding*

The overall Project budget is currently \$6,462,000 with funding comprised of a \$2,502,000 Federal Surface Transportation Program (STP) grant, an \$800,000 Transportation Improvement Board Urban Arterial Program (TIB UAP) grant, \$2,400,000 in City general government funds, and \$760,000 in City surface water utility funds (Attachment B). The engineer's estimate for construction of the Project, including a 10% contingency, is \$3,035,000. However, due to increased right-of-way acquisition expenses, the Project estimated total costs have increased to \$6,509,100, for an increase of \$47,100. The acquisition of right-of-way (ROW) needed to construct the new roadway includes the appropriate and proportional share of acquisition costs applied to surface water funds as a result of additional ROW needs for a large surface water detention vault. A Project budget adjustment was included in the City Council discussion at the September 3, 2013, Study Session and has been carried forward within the upcoming 2013-2018 CIP Update adoption in December. In advance of that adoption, staff recommends that the City Council review and approve the attached Fiscal Note for documenting the requested budget adjustment (Attachment C).

### *Update*

Since the last update to Council in November, 2012, staff has completed all documents required by grant administrators to advertise the Project for contractor bids. The ROW acquisition is also 100% complete and the City has now received final State certification for the required acquisition. Federal and State environmental documents are now complete and include a hazardous material soil management plan. During the ROW acquisition due-diligence phase, two of fifteen soils samples revealed petroleum product-impaired soils in the current Frontier access near the intersection of Slater Avenue and NE 120<sup>th</sup> Street. Further investigation showed the impaired soils to be locally isolated, at depths consistent with fill used to originally construct that access drive years ago. It is not connected to groundwater, and it is at relatively low concentration levels. A Project Soil Management Plan is included in the contract documents and will be implemented by the contractor (if needed) to handle any contaminated soil encountered during the construction phase of the project.

### *Authorization*

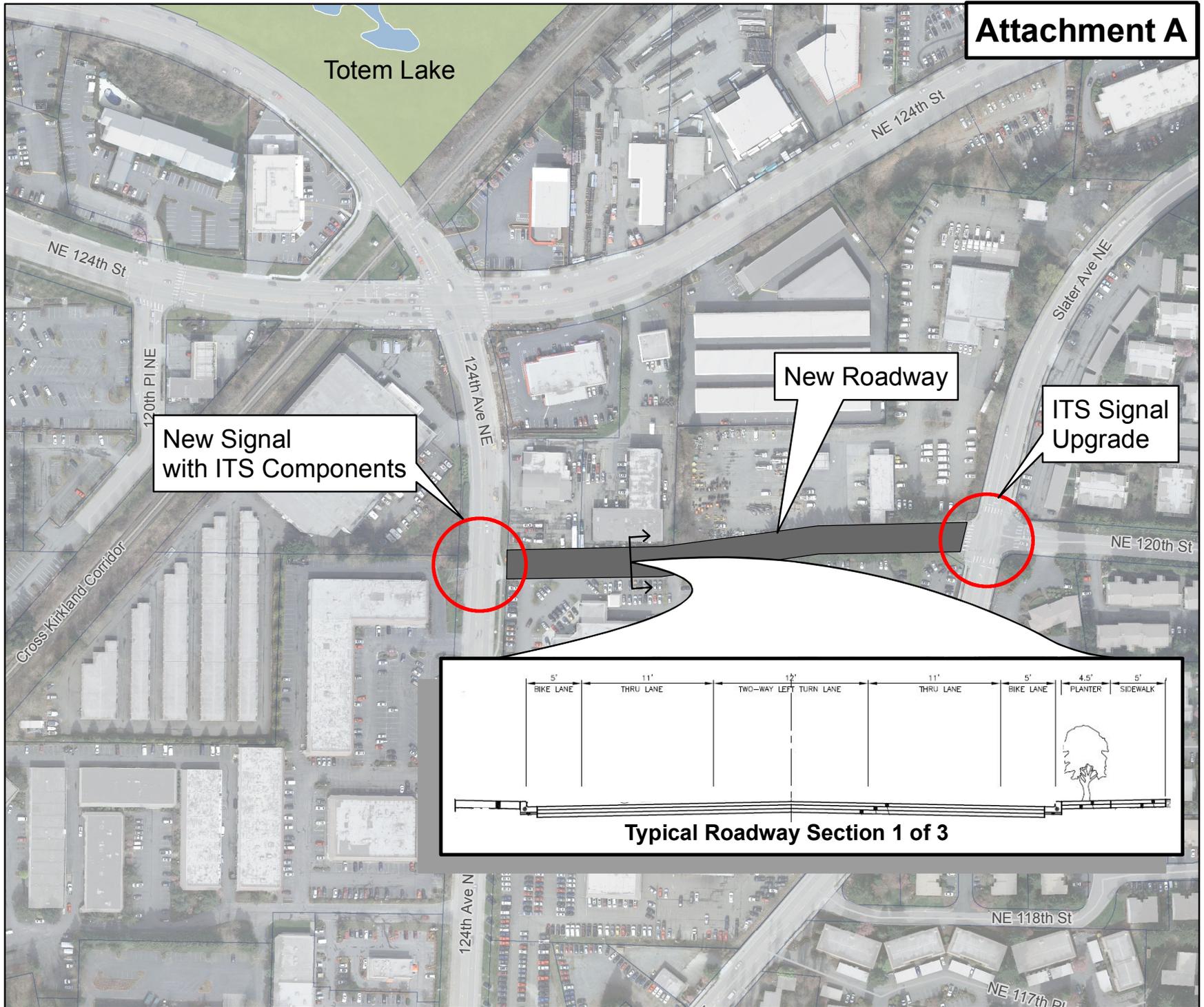
With authorization given by City Council at their meeting of November 19, staff will advertise for contractor bids in December. Once the bids are opened, staff will return to City Council with a recommendation for a construction contract award in January, followed by a spring construction start.

Attachment A: NE 120<sup>th</sup> Street Area Map  
Attachment B: NE 120<sup>th</sup> Street Project Budget Report  
Attachment C: Fiscal Note



E-page 131

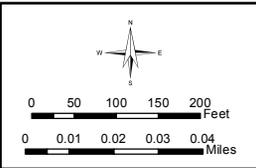
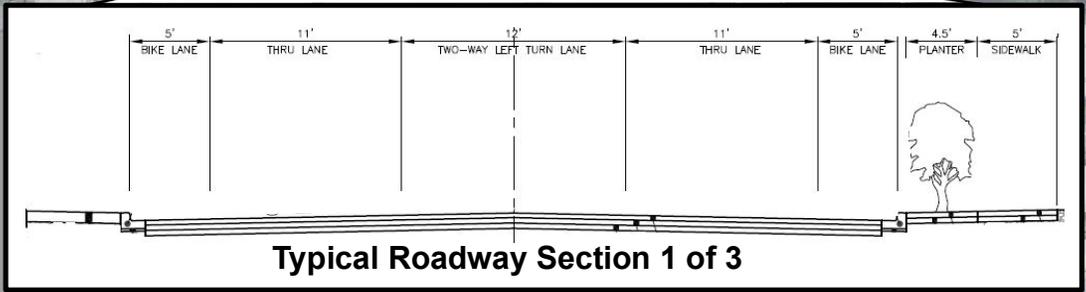
Area Map



New Signal with ITS Components

New Roadway

ITS Signal Upgrade

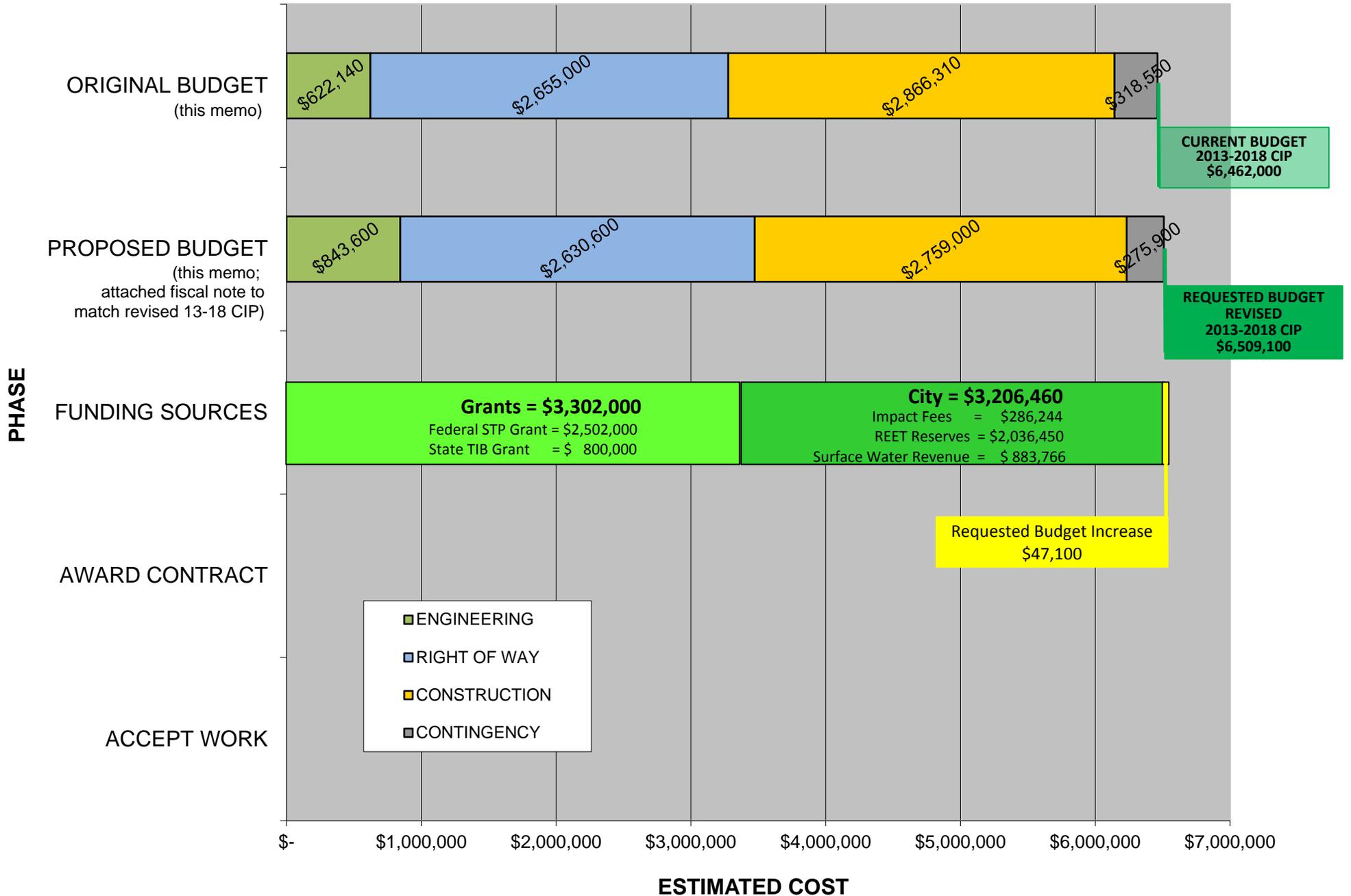


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# Project Budget Report

## NE 120th Street Roadway Extension (CIP # CST 0057)

Attachment B



**FISCAL NOTE**

CITY OF KIRKLAND

Source of Request							
Pam Bissonnette, Interim Public Works Director							
Description of Request							
Request for revised funding for NE 120th Street Extension (East) CST 0057 001 as described in the attached memo. Additional funding for Surface Water-related right of way of \$123,766 from the Surface Water Transportation Reserve. Revised funding will return \$77,303 to REET 2 reserves. Total net project cost increased from \$6,462,640 to \$6,509,103.							
Legality/City Policy Basis							
Fiscal Impact							
One-time use of \$123,766 from Surface Water Transportation Reserve. This reserve is able to fully fund this request. Return of \$77,303 to REET 2 Reserves.							
Recommended Funding Source(s)							
<i>Reserve</i>	Description	2014 Est End Balance	Prior Auth. 2013-14 Uses	Prior Auth. 2013-14 Additions	Amount Request	Revised 2014 End Balance	2014 Target
	Surface Wtr. Transportation	4,580,229	50,853	70,000	123,766	4,475,610	N/A
	REET 2 Reserve	2,294,806	366,315	0	(77,303)	2,005,794	1,071,000
	Prior Authorized Uses of Reserves: 1) Surface Wtr. Transportation Reserve: 6th Street Sidewalk (\$25,243). Council is also considering additional funding of \$25,610 for NE 112th Street Sidewalk; the reserve balance assumes approval of these requests. 2) REET 2 Reserve: NE 112th Street Sidewalk (\$214,000), Central Way Sidewalk (\$50,000), 6th Street Sidewalk (\$3,045), 98th Avenue Bridge (\$15,000), Lakeview School Walkroute project (\$3,670), 100th Ave NE Bicycle Lanes project (\$61,600), and Peter Kirk Elementary Sidewalk (\$19,000). Prior Authorized Additions to Surface Water Transportation Reserve: Central Way Sidewalk (\$21,000) and Peter Kirk Elementary Sidewalk (\$49,000).						
<i>Revenue/Exp Savings</i>							
<i>Other Source</i>							
Other Information							
Prepared By	Neil Kruse, Senior Financial Analyst				Date	November 6, 2013	



## CITY OF KIRKLAND

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

### MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Pam Bissonnette, Interim Public Works Director

**Date:** October 18, 2013

**Subject:** *Creating Connections*: Recommendations on the Eastside Rail Corridor from the Regional Advisory Council

### **RECOMMENDATION:**

It is recommended that the City Council, based on the recommendations at the end of this staff memo, adopt the attached Resolution to continue participation in the Regional Advisory Council for the Eastside Rail Corridor to establish collaborative working relationships and facilitate planning with the owners of the Eastside Rail Corridor.

### **BACKGROUND AND DISCUSSION:**

#### *Historical Background of the Regional Advisory Council*

The Eastside Rail Corridor (ERC) Regional Advisory Council (RAC) was established by the King County Council in 2013 following the County's purchase of the remainder of the ERC not already purchased by Redmond, Sound Transit, and Kirkland, from the Port of Seattle. The RAC membership is comprised of the five owners of the corridor as follows:

#### King County

- Dow Constantine, King County Executive and Co-Chair
- Jane Hague, King County Council for District 6 and Co-Chair
- Larry Phillips, King County Council
- Kathy Lambert, King County Council

#### City of Kirkland

- Mayor Joan McBride

#### City of Redmond

- Mayor John Marchione

#### Puget Sound Energy

- David Namura, Government & Community Relations Manager

#### Sound Transit

- Joni Earl, Executive Director

Each member was allowed an alternate. City Manager Kurt Triplett is Kirkland's alternate.

The RAC met regularly during 2013 and developed a report "*Creating Connections: Recommendations on the Eastside Rail Corridor from the Regional Advisory Council* (the Report)"

presenting the RAC's preliminary recommendations for the next steps in a collaborative process for planning, developing, and using the ERC. The purpose of the RAC, as stated in the Report's executive summary, derives from the separate ownerships: "Each of the owners has its own statutory obligations, internal processes and procedures and priorities set by separate governing bodies. Recognizing that these disparate interests, timeframes, and requirements could lead to uncoordinated planning, the RAC was created to establish a framework for a collaborative, regional planning process for the ERC, with the goal of accommodating multiple uses in the corridor."

### Scope of the Report

The scope of the Report covers mainly the ERC section within King County, although the final Vision describes a "corridor for the ages" which aspires to extend from Vancouver to Vancouver. Snohomish County, Woodinville, Bellevue, Renton and PSRC were invited to participate at various stages.

The RAC met regularly during 2013 to study conditions, constraints, and opportunities along the ERC, learn about adjacent development and plans of nearby jurisdictions, review lessons from similar multi-use corridors around the country, and hear from interested members of the public. The RAC was supported by a technical team from each owner jurisdiction. Interim Public Works Director Pam Bissonnette was Kirkland's technical team member.

Three technical workshops were held on the County's sections of the corridor. The Workshops were for invited experts by the Owners rather than public events. Redmond and Kirkland provided content from these cities' own Master Plan processes for the Redmond and Kirkland segments. A public hearing was held in Bellevue in July. A draft Report prepared by the RAC's facilitator was reviewed and edited. Here is a [link](#) to the resulting 228 page Report that contains a shared vision for a multi-use ERC with 35 individual recommendations organized under the following headings:

1. Develop a shared Regional Policy Framework
2. Develop a Federal Agenda
3. Develop a State Agenda
4. Develop a Long-Term Regional Approach for Planning Together
5. Develop the Corridor's Regional Legacy
6. Begin Identification of Shared Corridor Guidelines
7. Provide Initial Guidance on Constraints and Opportunities
8. Enlist Community Support

The Report recommends that the RAC continue to:

- Serve as the keepers of the long-term vision; proposing policies, focusing on changes needed to regional and local planning documents.
- Implement the report recommendations as the next step in the collaborative development of the corridor within the established authorities of each of the owners.
- Advocate with state and federal legislative delegations.
- Enlist community and business support in the corridor's development.

- Consider options and strategies for an ongoing forum for collaborative and coordinated decision-making and implementation.
- Collaborate at a technical staff level on specific planning and development issues.

### CKC Benefits to Kirkland

The importance of the Cross Kirkland Corridor (CKC) to Kirkland can hardly be overstated. The CKC is critical to the continued economic development of the city, especially to the Totem Lake urban growth area. Stretching the full length of the city, its physical location provides unmatched potential for connecting land uses important to Kirkland's residents and businesses. With its 17 connections to existing streets and paths, the CKC knits together many of Kirkland's major on-street bicycle facilities and walking paths. There are 1,173 businesses with nearly 11,000 employees within less than a half mile of the CKC that are likely to experience real growth and success due to their proximity to the CKC. Google purchased an expansion site on the CKC in part because they recognized the value it would add to their business and employee base.

In addition to the businesses that are already located on or near the corridor whose employees will benefit from an alternative commute route as well as access to a major recreational asset, areas of Kirkland that have been zoned for more density but reliant in part on transit to redevelop may realize their potential sooner rather than later with the multi-modal corridor as the catalyst. A case in point is the southwest quadrant of the Totem Lake Urban Center known as PARMAC. A high tech office district with heights of buildings up to 80' in some areas is the City's vision, and a multi-modal corridor could awaken the district's potential with an increase of 23,000 jobs.

As commuters clamor for a more efficient way to get to work each day, the CKC has high potential for future transit improvements. For now, the interim trail will allow recreational access as well as limited mobility to workplaces and destinations in Kirkland. In the future the 5.75 mile CKC may allow faster transit options from the Totem Lake area all the way to the South Kirkland Park and Ride and into Bellevue to connect with Sound Transit's Eastlink. Passengers can also transfer to buses on Hwy 520 that will allow transit commuters to bypass the busy I405 corridor between Kirkland and Hwy 520.

In addition to transit, the CKC will also become Kirkland's premier paved recreational trail for cyclists and pedestrians. Kirkland is currently the only major city on the Eastside with no regional trail. The CKC will provide a spine with links to recreational parks and trails with a southern link to bicycle and trail improvements along Hwy 520 as well the potential development of links to regional trails from the northern end near Totem Lake. The Corridor is pleasantly wooded in many areas and provides a feeling of being far from an urban center, though in reality, it is very close to neighborhoods, schools, business and shopping areas. Its length allows a good hike or bike ride on even wintery days when mountain trails are not an option.

The CKC also provides an underground and air corridor for utilities important to Kirkland residents and continued economic development, such as power, water, wastewater, and stormwater management.

### Benefits of Continued Collaboration

While these local benefits are of overwhelming importance, Kirkland will benefit further by connecting the CKC to Bellevue, Redmond, Woodinville, and Seattle over the new 520 bridge to the University of Washington. The ERC Report describes these regional benefits in detail. To realize all these benefits will take all the owners working together to coordinate each of their developments as they take place over time. Given the investments that each owner has made and will continue to make, such planning and coordination must remain collaborative.

There are significant tasks that are better accomplished as a coalition, such as the development of, and then advocacy for, a federal and state agenda that supports the corridor; joint projects where ownerships merge (such as at the S. Kirkland Park & Ride, and the connection between Kirkland, the County, and the Redmond Central Connector); and potentially joint funding proposals.

The RAC is considering whether it is advisable to add membership to the RAC from Bellevue, Renton, Woodinville, PSRC, and the State/WSDOT. These are important stakeholders from investment and land use regulation standpoints.

Technical staff will need to continue to work together as issues arise, such as the siting of the PSE poles on the north end of the CKC and private development adjacent to the CKC (such as the SRM/Google expansion), to make sure that all owner rights are respected and accommodated within the corridor. Kirkland has been requested to confirm participation in this process. We have responded informally that we would participate as long as the process remains advisory and recommendations are reached by consensus, and that the process is efficient, focusing on those issues where we are stronger in a coalition, such as a State and Federal agenda that supports the ERC.

### Recommendations

1. Kirkland should continue to participate on the RAC with a main focus on developing a state and federal agenda supportive of corridor development and building a coalition of support.
2. Kirkland should support expansion of the membership of the RAC to other cities along the corridor, PRSC and the State/WSDOT, and that the RAC remain advisory and a collaborative group in making its recommendations.
3. Kirkland should work with the other members of the RAC on developing funding proposals to fully implement the corridor.
4. Kirkland should provide staff to the technical team of the RAC to continue to work through plan and project implementation issues in accordance with the rights and responsibilities of each of the owners.

RESOLUTION R-5020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY TO CONTINUE PARTICIPATION IN THE REGIONAL ADVISORY COUNCIL FOR THE EASTSIDE RAIL CORRIDOR TO ESTABLISH COLLABORATIVE WORKING RELATIONSHIPS AND CONTINUE PLANNING EFFORTS WITH THE OWNERS OF THE EASTSIDE RAIL CORRIDOR.

WHEREAS, the Eastside Rail Corridor (ERC) Regional Advisory Council (RAC) was established by the King County Council in 2012 following the County's purchase of the remainder of ERC not already purchased from the Port of Seattle by Redmond, Sound Transit and Kirkland; and

WHEREAS, the RAC is composed of executive-level representatives from the five owners: King County, Sound Transit, Redmond, Kirkland and Puget Sound Energy; and

WHEREAS, the RAC was created to establish a framework for a collaborative, regional planning process for the ERC, with the goal of accommodating multiple uses in the corridor; and

WHEREAS, the RAC met regularly during 2013 and developed a report summarizing recommendations for the first phase of the planning effort entitled *Creating Connections: Recommendations on the Eastside Rail Corridor from the Regional Advisory Council*; and

WHEREAS, City staff has reviewed the report and recommends continued participation in the RAC with additional recommended principles to guide the City's participation;

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

Section 1. The City acknowledges receipt of the RAC report *Creating Connections: Recommendations on the Eastside Rail Corridor from the Regional Advisory Council* and expresses its appreciation to all members of the RAC for developing a collaborative and inspiring multi-modal vision for the Eastside Rail Corridor.

Section 2. The City should continue to participate in the Regional Advisory Council for the Eastside Rail Corridor to enhance collaborative working relationships and continue planning efforts with the other owners of the Eastside Rail Corridor.

Section 3. The City's continued participation in the Regional Advisory Council (RAC) for the Eastside Rail Corridor should be guided by the following principles:

- a. Kirkland should continue to participate on the RAC with a main focus on developing state and federal agendas supportive of corridor development and building a coalition of support.
- b. Kirkland should support expansion of the membership of the RAC to other cities along the corridor, the Puget Sound Regional Council and the Washington State Department of Transportation.
- c. Kirkland should support that the RAC remain advisory and a collaborative group in making future recommendations.
- d. Kirkland should work with other members of the RAC on developing funding proposals to fully implement the corridor multi-modal vision.
- e. Kirkland should provide staff to the technical team of the RAC to continue to work through plan and project implementation issues in accordance with the rights and responsibilities of each of the owners.

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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



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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

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

**Date:** November 13, 2013

**Subject:** Accept Tourism Development Committee Resignation

**RECOMMENDATION**

That Council acknowledges receipt of the resignation of Tourism Development Committee member Clarisa Baltazar and authorizes the attached correspondence thanking her for her service.

**BACKGROUND DISCUSSION**

Ms. Baltazar's resignation notes she is no longer able to serve on the committee as she has resigned from her position as Sales Manager for the Baymont Inn & Suites. The City Clerk's office has begun recruitment for this position and it is hoped that a replacement from the Baymont Inn & Suites will seek the position.

November 6, 2013

Clarisa Baltazar  
Baymont Inn & Suites  
12223 N.E. 116th Place  
Kirkland, WA 98034

Council Members  
City of Kirkland  
123 5th Avenue  
Kirkland, Wa 98033

Dear Council Members,

I regret to inform you that I will be resigning from my position as Sales Manager from the Baymont Inn & Suites and will no longer be a member of the Kirkland Tourism Committee. Thank you for the support and the great opportunity that you all have provided me. For the short time, I have enjoyed getting to know the committee members. I appreciate your warm hospitality.

Shane Rossin, new General Manager, will be participating in the Kirkland Tourism activities. He will be coming with me at the November 12th and he is looking forward to meeting everyone.

Sincerely,

Clarisa Baltazar

**D R A F T**

November 20, 2013

Clarisa Baltazar  
Baymont Inn and Suites  
12223 NE 116<sup>th</sup> Street  
Kirkland, WA 98034

Dear Clarisa,

We have regretfully received your resignation from the Tourism Development Committee.

The City Council appreciates your contribution to the Committee, and we thank you for volunteering your time and talent to serve the Kirkland community.

Best wishes in your current and future endeavors.

Sincerely,  
Kirkland City Council

By Joan McBride  
Mayor

**CITY OF KIRKLAND**

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

**MEMORANDUM**

**To:** Kurt Triplett, City Manager

**From:** Barry Scott, Purchasing Agent

**Date:** November 7, 2013

**Subject:** REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF NOVEMBER 19, 2013

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

The City's major procurement activities initiated since the last report, dated October 24, 2013, are as follows:

	Project	Process	Estimate/Price	Status
1.	Adobe Enterprise License	Cooperative Purchase	\$101,594.10	Ordered using State Contract with Carahsoft Technology of Reston, VA.

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



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

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** November 12, 2013

**Subject:** **PRELIMINARY 2014 PROPERTY TAX LEVY PUBLIC HEARINGS AND ADOPTION**

## RECOMMENDATION:

City Council conducts a public hearing and adopts the following ordinances levying property taxes for the year 2014:

1. Ordinance 4425 establishing the preliminary regular levy for the City of Kirkland and the excess levy for the pre-annexation City; and
2. Ordinance 4426 establishing the levy for the area previously served by Fire District 41 to pay debt service for the consolidated fire station.

## BACKGROUND DISCUSSION:

Washington State law requires a public hearing on revenue sources that must include consideration of possible increases in property tax revenues (RCW 84.55.120). A public hearing on the City's property tax levy is scheduled for November 19. Following the public hearing, the City Council will be asked to establish the City's preliminary property tax levy by adopting Ordinance 4425 and the levy to support annual debt service for the Fire District's outstanding consolidated fire station debt for 2014 by adopting Ordinance 4426.

The attached ordinances are required in order to meet the December 6 deadline established by the King County Council for submission of levy amounts. Each year the County prepares a levy worksheet for cities and other taxing districts that establishes the maximum levy capacity (within legal limits) and the amount of new construction valuation. The City cannot accurately calculate the amount of the levy until the final worksheet is received. The County estimates that the final levy worksheets will be available either by the last week of November or the first week of December. Since the date of the final levy worksheet is unknown, an ordinance needs to be passed that establishes a maximum amount of property taxes the City expects to levy in 2014. We use a maximum amount since the County will allow us to submit a final levy amount that is lower than the preliminary amount but not higher. Consequently, the preliminary property tax levy is typically higher than the final levy will be. The final levy will be calculated when the City receives its final levy worksheet from King County and will be brought forward for adoption at the December 10 City Council meeting.

It should be noted that the property tax levies need to be established annually even though the Council has adopted a budget for the 2013-2014 biennium. Accordingly, the attached ordinances establish levies for 2014, the second year of the biennium.

The following discussion explains how the preliminary levy numbers were calculated for both the City and the Fire District.

## 1. REGULAR AND EXCESS LEVY FOR THE CITY OF KIRKLAND

This section explains how the preliminary levy numbers in Ordinance 4425 were calculated for each of the variable factors in the City's levy. There are two components to the City's property tax levy — the regular levy, which funds operating costs, and the excess levy, which funds debt service on voter-approved bonds (which only applies within the pre-annexation boundary).

### *Regular Levy for City*

For budgeting purposes there are three factors that make up the 2014 regular levy:

- i. The base levy, which also includes:
  - a. The 2002 levy lid lift for Parks Maintenance
  - b. The 2012 levy lid lift for City Street Maintenance and Pedestrian Safety,
  - c. The 2012 levy lid lift for City Parks Maintenance, Restoration and Enhancement, and
- ii. The optional one percent increase
- iii. The new construction levy

### The Base Levy

The basis for calculating the 2014 levy is the 2013 regular levy of \$25,526,169, which is comprised of four broad budget categories. The base levy for General Fund and the Street Fund; the 2002 Parks Maintenance Levy lid lift; the 2012 Street Maintenance and Pedestrian Safety Levy Lid Lift; and the 2012 City Parks Maintenance, Restoration, and Enhancement Levy Lid Lift. In addition any minor levy corrections are added to the base levy.

### Optional Levy Increase

The 2013-2014 Budget assumes the optional increase of one percent in 2014. In 2014, a one percent increase in the regular levy equates to \$255,261, which is split between the four budget categories as shown below.

Budget Category	2013 Amount	One Percent Increase	2014 Amount
General Fund & Street Fund	19,113,447	191,134	19,304,581
2002 Parks Maintenance Levy	1,225,186	12,252	1,237,438
2012 Streets Levy	2,907,300	29,073	2,936,373
2012 Parks Levy	2,280,236	22,802	2,303,038
<b>Total</b>	<b>25,526,169</b>	<b>255,261</b>	<b>25,781,430</b>

### Levy Corrections

In some years corrections to the previous year's levy are made and the King County Assessor's Office relevely these refunds by adding the amount refunded to the upcoming year's levy. These refunds are in addition to the one percent increase (RCW 84.69.020). In 2014, the Assessor will be relevely \$34,883 in refunds making the levy plus one percent amount for the City equal to \$25,816,313.

### New Construction

New construction represents additional property taxes to be received from the construction of new buildings and additions to existing structures. The new construction levy increases revenue to the City but does not increase the tax levy on existing taxpayers. The new construction levy is calculated by dividing the new construction valuation by \$1,000 and multiplying the result by the current year's regular

levy tax rate<sup>1</sup> (\$1.79558 per \$1,000 of assessed valuation). The preliminary new construction valuation for the 2014 levy (as of November 12, 2013) is \$196,000,244 which translates into a new construction levy of \$351,934 ( $\$196,000,244 / \$1,000 \times \$1.79558$ ). Over the past several years, the increase in new construction levy as a percentage of each year's total base regular levy has ranged between 0.34 percent and 4 percent. The estimated 2014 new construction levy of \$351,934 (as of November 12, 2013) is 1.84 percent of the total base regular levy for 2014.

For preliminary levy purposes, in the preliminary ordinance (O-4425) only, new construction valuation is shown at \$1,055,802, which is triple the November 12, 2013 figure. This is done to ensure that all new construction amounts will be available. The final new construction levy will not be known until the City receives its final levy worksheet from King County in December, and will likely be closer to the November 12 figure of \$351,934. Once the final levy worksheet is received, staff will adjust the 2014 property tax levy accordingly and submit a final ordinance for Council approval on December 10, 2013.

The new construction levy is allocated proportionately across the four areas that receive property tax funding. The table below shows how much would be distributed based on the new construction levy provided by the Assessor on November 12, 2013, as well as the amount (triple the Assessor's estimate) used in the preliminary ordinance (O-4425).

Budget Category	Levy with Optional One Percent Increase	Addition From New Construction	Assessor's Preliminary 2014 Levy
Base Levy (General Fund and Streets)*	19,339,464	286,913	19,626,378
2002 Parks Maintenance Levy	1,237,438	9,976	1,247,414
2012 Streets Levy	2,936,373	30,849	2,967,222
2012 Parks Levy	2,303,038	24,196	2,327,234
<b>Subtotal</b>	<b>25,816,313</b>	<b>351,934</b>	<b>26,168,248</b>
Artificially High New Construction Increment		703,868	
<b>Total</b>	<b>25,816,313</b>	<b>1,055,802</b>	<b>26,872,115</b>

\*Base Levy includes the \$34,883 refund correction

#### *Excess Levy for Pre Annexation City*

The total excess levy for the City, which relates to voted debt paid within the pre-annexation boundaries, will decrease in 2014 following the retirement of the 1992 Public Safety bonds and City Council's action to refinance the City's remaining voted debt. In 2013, the excess levy was \$732,055, based on the payment schedule for the outstanding voted debt; in 2014 this amount will be \$593,705. Annexation voters did not approve the assumption of voted bond indebtedness, therefore the excess levy will only be applied on the taxable assessed value of properties within the pre-annexation boundaries of the City. This translates to a rate per \$1,000 assessed value of \$0.05220.

#### *Trends in Assessed Valuation*

Assessed valuation is composed of new construction and revaluation of existing properties. Preliminary figures from King County dated, November 12, 2013, indicate that compared to 2013, total assessed valuation increased by 10.72 percent.

For estimating purposes, in the preliminary levy only, new construction valuation is shown at triple the November 2013 figures to ensure that all new construction amounts will be available. It should be noted that the preliminary new construction figure from King County does not include the State utility assessed valuation, which has not been finalized yet.

The change in valuation does not in itself generate additional revenue for the City. If the Council took no optional increase in the levy and the assessed valuation increases, it would have the effect of lowering the rate applied to each \$1,000 of assessed valuation. Conversely, if the assessed valuation decreases, it

<sup>1</sup> Levy rate per the Preliminary Levy Limit Worksheet from the King County Assessor's Office.

results in an increase in the rate applied to each \$1,000 of assessed valuation, since the levy is set as a total dollar amount, which is divided by the assessed valuation.

#### *Preliminary Levy Rates*

Based on the preliminary levy worksheet, an intentionally high estimate for new construction (\$1,055,802), the one percent optional increase, the 2002 Parks Maintenance Levy, and the 2012 street and parks levies, the regular levy tax rate for the City would decrease from \$1.79558 per \$1,000 of assessed valuation in 2013 to \$1.70304 in 2014. The rate per \$1,000 decreases because the total assessed valuation (AV) for the City has increased by 10.72 percent over the same period. This rate applies to all parcels in Kirkland.

The excess levy rate, which applies for properties within the pre-annexation boundaries, is decreasing from \$0.07206 to \$0.05220 based on the decrease in the annual debt payment and increase in assessed valuation in the pre-annexation portion of the City.

Levy Type	Levy Amount	Applicable AV	Levy Rate
Regular Levy Rate	\$26,872,115	÷ \$15,778,967,625/1,000	\$1.70304
Excess Levy Rate	\$593,705	÷ \$11,374,081,527/1,000	\$0.05220

## 2. CONSOLIDATED FIRE STATION DEBT SERVICE LEVY

When annexation of the Juanita, Finn Hill, and Kingsgate neighborhoods became effective on June 1, 2011, Fire District 41, which served a majority of that area, was assumed by the City. The District's outstanding debt for the consolidated fire station remains in place until it is retired. With the assumption of the District, the City Council has assumed the role of governing body with the authority to levy taxes to pay the outstanding debt service on the consolidated fire station. For 2014, the City needs to collect \$470,572 to pay the debt service. King County as a whole has a 98 percent collection rate on tax levies, therefore, the City is setting a levy of \$480,176 ( $\$470,572 \div 98$  percent) to pay debt service in 2014. This levy approved by Ordinance 4426 establishes a levy of \$480,176 for the area previously served by Fire District 41 to pay debt service for the consolidated fire station. This translates to a rate per \$1,000 assessed value of \$0.13712 on the properties within the North Juanita, Finn Hill and Kingsgate areas previously served by Fire District 41. Annexation area residents previously served by Fire District 41 will pay 2014 property taxes at the City of Kirkland regular levy rate (excluding voted debt service) plus the District's levy rate required to repay the District's outstanding debt.

Levy Type	Levy Amount	Applicable AV	Levy Rate
Fire District 41 Levy Rate	\$480,176	÷ \$3,501,810,740/1,000	\$0.13712

## 3. SUMMARY

Since the annexation was approved by less than a 60 percent majority of voters, the residents of the annexation area did not assume the existing City's voted indebtedness and therefore will not pay the excess levy rate. In fact, tax payers within the City's boundaries have three separate levy rates based on their location (note that the preliminary rates shown are higher than the expected final rates that will be adopted on December 10):

1. Property owners within the pre-annexation City will pay the regular levy rate of \$1.70304 and the excess levy of \$0.05220 for a total of \$1.75524;
2. Property owners within the annexation area previously served by Fire District 41 will pay the regular levy rate of \$1.70304 and the excess levy of \$0.13712 to repay the District debt for a total of \$1.84016; and
3. Property owners within the annexation area previously served by Fire Districts 36 (Woodinville) and 34 (Redmond) will pay the regular levy rate of \$1.70304 only.

While the total dollar amount of the levy is fixed, the final rate per \$1,000 of AV can change based on the final AV at the time King County finalizes the levy rates (in early 2014). A final levy will be prepared for Council approval at the December 10 regular meeting.

Levy Type	Pre-Annexation City	New Neighborhoods Previously Served by FD-41	New Neighborhoods Previously Served by Woodinville or Redmond
Regular Levy Rate	\$ 1.70304	\$ 1.70304	\$ 1.70304
Excess Levy Rate	\$ 0.05220	N/A	N/A
FD-41 Debt Levy	N/A	\$ 0.13712	N/A
<b>Est. Prelim. Levy Rate</b>	<b>\$ 1.75524</b>	<b>\$ 1.84016</b>	<b>\$ 1.70304</b>

*Preliminary Levy Recap:*

	Amount
2013 Regular Levy	25,526,169
Optional 1 percent Increase	255,261
New Construction*	1,055,802
Other Adjustments^	34,883
<b>Total Regular Levy</b>	<b>26,872,115</b>
Excess Levy	593,705
<b>Total 2014 Preliminary Levy</b>	<b>27,465,820</b>

\* New construction levy is set at triple the latest new construction levy amount and will be reduced to the actual new construction allowance when final information is received from King County.

^ Other adjustments include re-levy for prior-year refunds and any levy corrections or omissions.

Adoption of the preliminary property tax levies on November 19 is required in order to meet the King County deadline of December 6 to submit levy amounts. The final levy amount will be calculated based on the final property tax levy worksheet from King County, which is expected in the last week of November. The final levy will be brought forward for Council action at the December 10 meeting.

ORDINANCE O-4425

AN ORDINANCE OF THE CITY OF KIRKLAND ESTABLISHING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED FOR THE YEAR 2014, THE SECOND YEAR OF THE CITY OF KIRKLAND'S 2013-2014 FISCAL BIENNIUM.

WHEREAS, the City Council held a public hearing on November 19, 2013, to consider revenue sources for the 2013-2014 Biennial Budget; and

WHEREAS, the City Council and the City Manager have considered the anticipated financial requirements of the City of Kirkland for the fiscal year 2014; and

WHEREAS, pursuant to RCW 35A.33.135, the City Council is required to determine and fix by ordinance the amount to be raised by ad valorem taxes; and

WHEREAS, RCW 84.55.120 requires that the increase in the levy over the prior year shall be stated both as to dollars and percentage;

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

Section 1. Voters within the City of Kirkland, Washington, approved Proposition 1 – Levy for City Street Maintenance and Pedestrian Safety on November 6, 2012, an ongoing property tax levy lift.

Section 2. Voters within the City of Kirkland, Washington, approved Proposition 2 – Levy for City Parks Maintenance, Restoration, and Enhancement on November 6, 2012, an ongoing property tax levy lift.

Section 3. The regular property tax levy for the year 2012 is hereby fixed and established in the amount of \$26,869,595. This property tax levy represents a dollar increase of \$255,261 and a percentage increase of 1% from the previous year, including the levy lifts approved by voters on November 6, 2012, the addition of new construction, improvements to property, any increase in state-assessed property, and administrative refunds as shown below:

	Amount
<b>2014 Regular Levy</b>	<b>26,872,115</b>
Less 2013 Levy	25,526,169
Less New Construction	1,055,802
Less Refunds	34,883
<b>Total Increase</b>	<b>255,261</b>
<b>Percent Increase</b>	<b>1.00%</b>

Section 4. There is hereby levied for 2014 upon all property, both real and personal, within the City of Kirkland, Washington, and within the area subject to tax levies for the principal and interest of all general obligation bond issues, a total voted property tax of \$593,705 on the total of assessed valuation for such property.

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

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

Signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to Form:

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

ORDINANCE O-4426

AN ORDINANCE OF THE CITY OF KIRKLAND ESTABLISHING THE AMOUNT OF PROPERTY TAXES TO BE LEVIED FOR THE YEAR 2014, TO PAY THE FIRE DISTRICT 41 DEBT SERVICE ASSUMED AS A RESULT OF ANNEXATION OF THE NORTH JUANITA, FINN HILL, AND KINGSGATE NEIGHBORHOODS ON JUNE 1, 2011.

WHEREAS, the City has annexed the territory formerly served by Fire District 41 which removed all of the territory served by the District from its jurisdiction by operation of law as of June 1, 2011; and

WHEREAS, RCW 35A.14.500 provides that "[w]hen any portion of a fire protection district is annexed by or incorporated into a code city, any outstanding indebtedness, bonded or otherwise, shall remain on obligation of the taxable property annexed or incorporated as if the annexation or incorporation had not occurred"; and

WHEREAS, RCW 35A.14.801(5) provides that "[i]f a code city annexes property within a fire district or library district while any general obligation bond secured by the taxing authority of the district is outstanding, the bonded indebtedness of the fire district or library district remains on obligation of the taxable property annexed as if the annexation had not occurred"; and

WHEREAS, the outstanding indebtedness obligation of the taxable property annexed is \$4,000,000; and

WHEREAS, the City Council and the City Manager have considered the anticipated financial requirements of the City of Kirkland for the payment of the debt service for the fiscal year 2014; and

WHEREAS, pursuant to RCW 35A.33.135, the City Council is required to determine and fix by ordinance the amount to be raised by ad valorem taxes;

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

Section 1. The Fire District 41 debt service property tax levy for the year 2013 is hereby fixed and established in the amount of \$480,176.

Section 2. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication, as required by law.

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

Signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to Form:

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



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

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**MEMORANDUM**

**To:** Kurt Triplett, City Manager

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

**Date:** November 8, 2013

**Subject:** MID-BIENNIAL BUDGET – PUBLIC HEARING

The Kirkland Municipal Code (KMC 5.02.020) calls for a public hearing as part of the mid-biennial budget review process. Staff will prepare a brief presentation summarizing the proposed mid-biennial budget, based on the results of the November 6, 2013 Budget Study Session. The packet for the November 6 Study Session is available at the link below.

[http://kirknet/Depart/CouncilNet/Council%20Documents/Council%20Packets/2013/2013-11/CC\\_110613SpecMtg/3a\\_StudySession.pdf](http://kirknet/Depart/CouncilNet/Council%20Documents/Council%20Packets/2013/2013-11/CC_110613SpecMtg/3a_StudySession.pdf)



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

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## MEMORANDUM

**To:** Kurt Triplett, City Manager

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

**Date:** November 4, 2013

**Subject:** **AMENDMENT OF THE 2013-18 CAPITAL IMPROVEMENT PROGRAM**

### RECOMMENDATION:

City Council continues discussion and provides direction for finalizing updates to the 2013-2018 Capital Improvement Program (CIP) to be brought forward for Council adoption on December 10<sup>th</sup>.

### BACKGROUND DISCUSSION:

The Council was presented with proposed updates to the adopted 2013-2018 CIP at the September 3<sup>rd</sup> study session. Proposed amendments to the adopted 2013-2018 CIP were discussed and Council asked for follow-up related to a regional indoor aquatics center, opportunities to add new projects (specifically parking-related), and a project to provide public wireless Internet access in Totem Lake.

### *FOLLOW-UP FROM SEPTEMBER 3<sup>RD</sup> MEETING:*

- **Regional Aquatic Center** – Council adopted a resolution at the September 17<sup>th</sup> City Council meeting directing staff to explore options for regional partnerships to replace the Juanita High School Aquatic Center. This has now been added to the City 2013-2014 Work Program. A service package to fund an aquatic facility study in the operating budget is included for Council consideration in the mid-biennial budget process.
- **Parking Space Feasibility Evaluation** – A service package is included for Council consideration in the mid-biennial budget process for one-time funding of consulting services to make recommendations for actions to improve parking in downtown Kirkland.
- **Totem Lake Business Internet Connectivity (IT 0903)** – A report was provided to the Council Planning, Housing and Economic Development Committee (CPHED) on September 23<sup>rd</sup> and a presentation made at the Totem Lake Conversations lunch. Staff will return to the CPHED Committee in November to discuss the following options and seek direction: 1) funding a more formal survey to assess needs/options and/or 2) creating an opportunity fund to build fiber or install wireless access as partnerships or other possibilities arise.

In addition to the changes identified in the [September 3<sup>rd</sup> meeting packet](#), staff is recommending the following revisions to the adopted 2013-2018 CIP.

## *TRANSPORTATION*

### **Funded Projects**

The following transportation projects are related to the State Environmental Policy Act (SEPA) determination for the Google expansion:

- **6<sup>th</sup> Street South Sidewalk** (NM 0082) – Project moved from unfunded for providing a sidewalk connection to the Cross Kirkland Corridor and to support Google’s expansion. The Project is grant eligible with local match by the private development and a grant application was submitted to the Transportation Improvement Board (TIB) grant in August. The formal announcement for grant recipients will occur on November 21, 2013; staff will return to City Council in January with the results (\$412,000).
- **6<sup>th</sup> Street/Kirkland Way Traffic Signal** (TR 0065) – This project is moved from unfunded due to external revenue from the Google expansion developer becoming available to fully fund this project (\$992,000). Project cost remains the same as shown in September.
- **6<sup>th</sup> Street South/9<sup>th</sup> Avenue South Traffic Signal** (TR 0115) – New project with 100 percent external funding from the Google expansion developer (\$939,000).

### Grant Funding Update:

- **Rose Hill Business District Sidewalks** (NM 0051) – As mentioned in the September 3rd meeting, a Transportation Improvement Board (TIB) grant application was submitted in August and the formal announcement for grant recipients will occur on November 21, 2013. Staff will update Council on the results and funding scenarios for advancing the project at the December 10<sup>th</sup> meeting. The project increased by \$4,142,000, pending the outcome of the grant application.
- **Park Lane Pedestrian Corridor Enhancements** (NM 0064 001) – Results of the grant application will be known on December 5<sup>th</sup> of this year. Staff will return to City Council in January with the results and funding recommendation for the project. The project is shown as fully funded in the CIP at a total cost of \$2,238,900 (no change from the current budget) pending the outcome of the grant application.

### Other Projects:

- **NE 112th Street Sidewalk** (NM 0053) – Revised budget request is on the Council agenda for the November 19th regular Council meeting, which will increase the use of Surface Water funding for this project. Total project cost increases from \$266,100 to \$291,700.
- **NE 120 Street Roadway Extension-East Section** (ST 0057 001) – Revised budget request is included in the award of bid memo on the Council agenda for the November 19<sup>th</sup> regular Council meeting, which will increase the use of Surface Water funding for this project. Total project cost (\$6,509,100) remains the same as shown in September, an increase of \$47,100.
- **South Kirkland Transit Oriented Development /Cross Kirkland Corridor Multi-Modal Connection Phase 1** (NM 0084) – The City has been officially notified that grant funds are now available; staff is presently working with the Department of Commerce on completing the official paperwork for the funds (\$1,300,000).

### Unfunded Projects

In addition to the two projects mentioned above that were moved to funded, the following new projects related to emergency vehicle access were added:

- **7th Avenue South Sidewalk** (NM 0083) – This sidewalk project is removed from the CIP as staff and a local developer negotiated its completion to occur through private development, as part of a new Google expansion.
- **Finn Hill Emergency Vehicle Access Improvement Study** (ST 0084) – A new unfunded project to analyze roadway access options for emergency vehicles to improve response time in the Finn Hill area. The project has been placed on the unfunded list for eligibility and tracking on the City's Transportation Improvement Plan (TIP) and grant opportunity purposes (\$150,000).

### *SURFACE WATER*

#### Funded Projects

- **7th Avenue S. Storm Main Replacement** (SD 0083) – New funded project as a result of close coordination with the developer for the Google expansion, and needed to support the upstream improvement being performed with that new development (\$240,000).
- **Cross Kirkland Corridor (CKC) Storm Water Quality Retrofit** (SD 0085) – New funded project as a result of a recent Department of Ecology Grant for the planning and design of runoff treatment facilities for existing pollution generating surfaces adjacent to the City's Cross Kirkland Corridor (\$120,000).

#### Unfunded Projects

- **Market Street Storm Main Rehabilitation** (SD 0084) – New unfunded project for rehabilitating a portion of the existing Market Street Storm Sewer Main, between Central Way and 12<sup>th</sup> Avenue, included for tracking purposes and will potentially be implemented in coordination with other future CIP projects (\$700,000).

### *WATER/SEWER UTILITY*

#### Funded Projects

- **Kirkland Avenue/6<sup>th</sup> Street South Watermain Replacement** (WA 0145) – Project cost increased from \$755,000 to \$785,000 due to revised cost estimates.
- **6th Street Watermain Replacement** (WA 0150) – New funded project as a result of new information coming from the soon-to-be-completed Water Comprehensive Plan, as well as through the close coordination efforts between staff and the developer of the Google expansion (\$520,500).
- **7th Avenue S. Watermain Replacement** (WA 0151) – New funded project as a result of the potential impacts on the existing asbestos cement (AC) main due to the other capital work (sewer, storm and developer sidewalk) occurring as a result of the Google expansion. With the completion of all other work efforts, 7<sup>th</sup> Avenue S will receive an asphalt overlay and replacement of the 50-year old AC main (\$378,000).

- **Emergency Sewer Construction Program** (SS 0056) – Project remains in the CIP, although actual implementation of the 2013 program has been paused while staff reviews community needs and viability of the program. Options for the program will be presented to the City Council in 2014.
- **7<sup>th</sup> Avenue S. Sewermain Replacement** (SS 0064) – Costs are decreasing from \$1,289,000 to \$930,500 due to a modified scope and an updated costs estimate as a result of coordination with the planned Google expansion.
- **Annual Sanitary Pipeline Replacement Program** (SS 8888) – Funding increased from the original adopted budget of \$1,477,500 to \$1,818,400 to reflect available remaining funds after funding highest priority projects and in anticipation of reprioritizing capital needs as a result of the future utility comprehensive plan updates.
- **Annual Sanitary Pump Station/System Upgrade Program** (SS 9999) – Funding increased from the original adopted budget of \$1,436,000 to \$1,818,500 to reflect available remaining funds after funding highest priority projects and in anticipation of reprioritizing capital needs as a result of the future utility comprehensive plan updates.

### **Unfunded Projects**

- **3rd Street & Central Way Sanitary Sewer Crossing** (SS 0082) – New unfunded project near the southwest corner of Central Way and 3<sup>rd</sup> Street originating from a recent sewer basin analysis and subsequent recommendation for consideration under certain possible downtown redevelopment scenarios; placed in CIP for tracking purposes (\$270,000).
- **6<sup>th</sup> Street South Watermain Replacement** (WA 0139) – Previously funded project now moved to unfunded as a result of new information coming from the soon-to-be-completed Water Comprehensive Plan, together with close coordination with the Google expansion where a new water project (WA 0150) has been determined to better support that redevelopment (\$785,000).

### *PARKS*

No changes since September 3<sup>rd</sup> meeting.

### *PUBLIC SAFETY*

### **Funded Projects**

**Police Equipment** (PS 1000) – The change from the adopted budget is \$434,200. The review of the public safety equipment sinking fund conducted as part of this mid-biennial review process has identified the need to add police radios assigned to officers (in addition to those in vehicles) to the 10-year list of items replaced using the sinking fund contributions in the future. This change is estimated to require a one-time contribution of \$200,000 to the police equipment sinking fund, which is recommended to be funded from 2013 year-end cash.

## GENERAL GOVERNMENT – TECHNOLOGY

**Unfunded Projects**

No changes since September 3<sup>rd</sup> meeting.

*GENERAL GOVERNMENT – FACILITIES***Funded Projects**

- **Public Safety Building** (GG 0013) – At the November 6<sup>th</sup> meeting, the Council approved proceeding to finish the firing range at the Public Safety Building, in addition to the previously approved funding for the shell. These actions increase the budget by \$1,112,000 (the total increased cost for the firing range is \$1,272,000). This change is in addition to those presented in September for a total change of \$3,740,000.

The table that follows summarizes the Revised 2013-18 CIP, both the funded 6-year program and the longer term needs that are unfunded. The funded has increased by \$21,935,100 and the unfunded has decreased by \$11,766,700 from the adopted 2013-18 CIP. The CIP Summary Tables follow on Attachment A and details of project changes by category are included as Attachment B.

Revised 2013-2018 Capital Improvement Program

	6-year Funded CIP	Unfunded CIP	Total CIP
Transportation	67,157,500	259,166,900	326,324,400
Parks	12,504,000	98,964,300	111,468,300
Public Safety	2,825,900	119,100	2,945,000
General Government			
Technology	6,051,900	1,203,900	7,255,800
Facilities	48,367,000		48,367,000
<b>Subtotal</b>	<b>136,906,300</b>	<b>359,454,200</b>	<b>496,360,500</b>
Surface Water Mgmt	14,713,300	5,844,200	20,557,500
Water/Sewer	28,626,600	71,491,000	100,117,600
<b>Utilities Subtotal</b>	<b>43,339,900</b>	<b>77,335,200</b>	<b>120,675,100</b>
<b>Grand Total Revised CIP</b>	<b>180,246,200</b>	<b>436,789,400</b>	<b>617,035,600</b>
<b>Adopted 2013-18 CIP</b>	<b>158,311,100</b>	<b>448,556,100</b>	<b>606,867,200</b>
<b>Difference</b>	<b>21,935,100</b>	<b>(11,766,700)</b>	<b>10,168,400</b>

**NEXT STEPS:**

Based on Council direction after their review of the 2013-18 CIP update on November 19, staff will make changes and bring back the final 2013-18 CIP update for formal adoption on December 10<sup>th</sup> with the Mid-Biennial Review budget adjustments.

**City of Kirkland  
Revised 2013-2018 Capital Improvement Program**

**TRANSPORTATION PROJECTS**

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-2018 Total	Funding Sources				
										Current Revenue	Reserve	Debt	External/Pending Source	
<b>Prior Year Active Projects:</b>														
ST 0006 001	Annual Street Preservation Program One Time Capital Purchase	500,000												
NM 0034 001*	Peter Kirk Elementary Sidewalk Phase II	438,000												
NM 0059	6th Street Sidewalk	265,000												
NM 0065	Central Way Pedestrian Enhancements	412,000												
NM 0068*	Lakeview School Walk Route Enhancements	374,300												
NM 0069*	100th Ave NE Bike Lanes	379,970												
TR 0070	NE 124th & 124th Ave Intersection Improvements	614,500												
TR 0102	GTEC	743,000												
TR 0111 000	Kirkland ITS Implementation Phase I	2,081,000												
<b>Subtotal Prior Year Active Projects with no new funding planned</b>		<b>5,807,770</b>												
<b>Current 2013-2018 CIP:</b>														
ST0006	Annual Street Preservation Program		1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	10,500,000	10,500,000				
ST 0006 002~	Annual Street Preservation Program-One-time Project		42,500	42,500	158,000	1,268,500			1,469,000				1,469,000	
ST 0006 003*	Street Levy Street Preservation		1,959,000	2,574,000	2,300,000	2,300,000	2,300,000	2,300,000	13,733,000	13,733,000				
ST 0055+	98th Avenue Bridge		390,000	1,025,000					1,415,000		15,000		1,400,000	
ST 0057 001*	NE 120th Street Roadway Extension (East Section)	2,867,000	556,300	3,085,800					3,642,100	839,300	800		2,802,000	
ST 0075~	NE 85th Street Utility Conversion	1,916,800	774,700						774,700				774,700	
ST 0080	Annual Striping Program		300,000	350,000	350,000	350,000	350,000	350,000	2,050,000	2,050,000				
ST 0082	Juanita Drive Corridor Study		200,000	80,000					280,000	280,000				
ST 0083*	100th Ave NE Corridor Study		70,000						70,000	20,000	50,000			
ST 8888	Annual Concurrence Street Improvements				482,400	480,000	215,000	852,500	2,029,900	1,823,400	206,500			
ST 9999	Regional Inter-Agency Coordination		82,000	82,000	82,000	82,000	82,000	82,000	492,000	492,000				
<b>NM 0006 100</b>	<b>Street Levy-Safe School Walk Routes</b>				<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>600,000</b>	<b>600,000</b>				
<b>NM 0006 200</b>	<b>Street Levy-Pedestrian Safety</b>		<b>590,000</b>		<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>150,000</b>	<b>1,190,000</b>	<b>1,190,000</b>				
NM 0012	Crosswalk Upgrade Program		70,000		70,000		70,000		210,000	210,000				
NM 0024 000	Cross Kirkland Corridor Trail (Interim)	203,000	2,158,000	1,239,000					3,397,000	276,800	79,200		3,041,000	
NM 0024 101*	Cross Kirkland Corridor Master Plan		350,000	150,000					500,000	252,200	247,800			
NM 0051~	Rose Hill Business District Sidewalks	3,715,500	1,156,800	2,985,200					4,142,000				4,142,000	
NM 0053+	NE 112th Street Sidewalk		291,700						291,700	35,600	169,800		86,300	
NM 0057	Annual Sidewalk Maintenance Program		200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	900,000	300,000			
NM 0064 001	Park Lane Pedestrian Corridor Enhancements Phase II		350,000	1,888,900					2,238,900	319,900			1,919,000	
NM 0073	JFK Non-Motorized Program		75,000	75,000					150,000	30,000	120,000			
<b>NM 0082+</b>	<b>6th Street S. Sidewalk</b>		<b>412,000</b>						<b>412,000</b>				<b>412,000</b>	
<b>NM 0084</b>	<b>South Kirkland TOD/CKC Multi-Modal Connection Ph. 1</b>		<b>246,000</b>	<b>1,054,000</b>					<b>1,300,000</b>				<b>1,300,000</b>	
NM 8888*	Annual Non-Motorized Program				208,300	605,000	1,043,000	1,043,500	2,899,800	1,660,000	1,239,800			
<b>TR 0004 002</b>	<b>Peter Kirk Restroom Renovation</b>	<b>12,600</b>	<b>122,100</b>						<b>122,100</b>				<b>122,100</b>	
<b>TR 0065+</b>	<b>6th Street/Kirkland Way Traffic Signal</b>		<b>992,000</b>						<b>992,000</b>				<b>992,000</b>	
TR 0078~*	NE 85th St/132nd Ave NE Intersection Improvements	1,182,500	42,000	925,400					967,400				967,400	
TR 0080~*	NE 85th St/124th Ave NE Intersection Improvements	767,600	31,300	1,223,400					1,254,700				1,254,700	
TR 0083	100th Ave NE/NE 132nd Street Intersection Improvements		350,000	350,000	2,501,000				3,201,000	700,000			2,501,000	
TR 0111 003*	Kirkland ITS Implementation Phase IIC		453,000	2,498,000					2,951,000	240,000	509,900		2,201,100	
TR 0113*	Citywide Safety & Traffic Flow Improvements		150,600	193,300					343,900		49,500		294,400	
<b>TR 0115</b>	<b>6th Street S./9th Avenue S. Traffic Signal</b>		<b>939,000</b>						<b>939,000</b>				<b>939,000</b>	
TR 8888	Annual Concurrence Traffic Improvements				475,000	543,000	381,300		1,399,300	1,169,300	230,000			
<b>Total Funded Transportation Projects</b>		<b>16,472,770</b>	<b>15,104,000</b>	<b>21,887,000</b>	<b>9,987,200</b>	<b>6,610,000</b>	<b>6,691,300</b>	<b>6,878,000</b>	<b>67,157,500</b>	<b>37,321,500</b>	<b>3,218,300</b>	<b>0</b>	<b>26,617,700</b>	

**Other Funding Sources Used**

Notes

- \* = Modification in timing and/or cost (see Memo for greater detail)
- ~ = Projects with pending funding sources to be determined
- + = Moved from unfunded status to funded status
- " = Moved from funded status to unfunded status
- ^ = Annual Program Project Candidates
- Shaded year(s) = Previous timing
- Bold italics = New projects**

**TRANSPORTATION PROJECTS**

**Unfunded Projects:**

Project Number	Project Title	Total
ST 0056	132nd Avenue NE Roadway Improvements	25,170,000
ST 0059^	124th Ave NE Roadway Improvements (North Section)	10,000,000
ST 0060	118th Avenue NE Roadway Extension	6,440,000
ST 0061	119th Avenue NE Roadway Extension	5,640,000
ST 0062	NE 130th Street Roadway Extension	10,000,000
ST 0063^	120th Avenue NE Roadway Improvements	8,988,500
ST 0064	124th Ave NE Roadway Widening Imprv (So. Sect'n)	30,349,000
ST 0070	120th Ave NE/Totem Lake Plaza Roadway Imprvmts	3,000,000
ST 0072	NE 120th St Roadway Improvements (West Section)	5,870,000
ST 0073	120th Avenue NE Roadway Extension	16,392,000
ST 0077	NE 132nd St Rdwy Imprv.-Phase I (West Section)	1,348,000
ST 0078	NE 132nd St Rdwy Imprv-Phase II (Mid Section)	316,000
ST 0079	NE 132nd St Rdwy Imprv-Phase III (East Section)	1,119,000
ST 0081	Totem Lake Area Development Opportunity Program	500,000
ST 0083 101	100th Ave NE Roadway Improvements	9,500,000
<b>ST 0084</b>	<b>Finn Hill Emergency Vehicle Access Improvement Study</b>	<b>150,000</b>
<b>ST 0086</b>	<b>Finn Hill Emergency Vehicle Access Connection</b>	<b>900,000</b>
NM 0001	116th Ave NE (So. Sect.) Non-Motorz'd Facil-Phase II	3,378,000
NM 0007	NE 52nd Street Sidewalk	1,068,600
<b>NM 0024 201</b>	<b>Cross Kirkland Corridor Opportunity Fund</b>	<b>500,000</b>
NM 0026	NE 90th Street Sidewalk (Phase II)	2,584,200
NM 0030	NE 90th Street/I-405 Pedestrian/Bicycle Overpass	3,740,700
NM 0031	Crestwoods Park/BNSFR Ped/Bike Facility	2,505,000
NM 0032^	93rd Avenue Sidewalk	1,047,900
NM 0036^	NE 100th Street Bikelane	1,644,300
NM 0037	130th Avenue NE Sidewalk	833,600
NM 0041	Forbes Valley Pedestrian Facility	1,996,600
NM 0043^	NE 126th St Nonmotorized Facilities	4,277,200
NM 0045	NE 95th Street Sidewalk (Highlands)	571,500
NM 0046^	18th Avenue SW Sidewalk	2,255,000
NM 0047	116th Avenue NE Sidewalk (South Rose Hill)	422,100
NM 0048	NE 60th Street Sidewalk	4,979,800
NM 0049^	112th Ave NE Sidewalk	527,600
NM 0050^	NE 80th Street Sidewalk	859,700
NM 0054	13th Avenue Sidewalk	446,700
NM 0055^	122nd Ave NE Sidewalk	866,700
NM 0056	NE 90th Street Sidewalk (Phase I)	1,165,700
NM 0058	111th Avenue Non-Motorized/Emergency Access Connection	2,000,000
NM 0061*	NE 104th Street Sidewalk	1,085,000
NM 0062	19th Avenue Sidewalk	814,200
NM 0063	Kirkland Way Sidewalk	414,500
NM 0071	NE 132nd Street Sidewalk Improvement	363,000
NM 0072	NE 132nd Street Sidewalk at Finn Hill Middle School	693,000
NM 0074	90th Ave NE Sidewalk	353,400
NM 0075	84th Ave NE Sidewalk	4,052,800
NM 0076	NE 140th St Sidewalk - Muir Elem Walk Rt Enhan. Phase 1	1,131,000
NM 0077	NE 140th St Sidewalk - Keller Elem Walk Rt Enhan. - N	1,185,000
NM 0078	NE 140th St Sidewalk - Keller Elem Walk Rt Enhan. - S	747,000
NM 0079	NE 140th St Sidewalk - Muir Elem Walk Rt Enhan. Phase 2	648,000
NM 0080	Juanita-Kingsgate Pedestrian Bridge at I-405	4,500,000
<b>NM 0081</b>	<b>CKC to Redmond Central Connector</b>	<b>3,656,000</b>
<b>NM 0085</b>	<b>South Kirkland TOD/CKC Multi-Modal Connection Ph. 2</b>	<b>1,200,000</b>
<b>Subtotal Unfunded ST and NM Projects</b>		<b>194,196,300</b>

Project Number	Project Title	Total
TR 0056*	NE 85th Street HOV Queue Bypass	841,000
TR 0057	NE 124th Street HOV Queue Bypass	1,722,000
TR 0067	Kirkland Way/BNSFR Abutment/Intersection Imprv	6,917,000
TR 0068	Lake Washington Boulevard HOV Queue Bypass	6,580,000
TR 0072	NE 116th Street Eastbound HOV Queue Bypass	7,337,000
TR 0073	NE 70th Street Eastbound HOV Queue Bypass	1,702,000
TR 0074	NE 85th Street Westbound HOV Queue Bypass	1,775,000
TR 0075	NE 124th Street Westbound HOV Queue Bypass	1,275,000
TR 0082*	Central Way/Park Place Center Traffic Signal	200,000
TR 0084	100th Ave NE/NE 124th St Intersection Improvements	2,230,000
TR 0086^	NE 70th St/132nd Ave NE Intersection Improvements	4,590,600
TR 0088^	NE 85th St/120th Ave NE Intersection Improvements	5,272,300
TR 0089	NE 85th St/132nd Ave NE Intersection Imp (Phase II)	1,825,700
TR 0090*	Lake Washington Blvd/NE 38th Place Intersection Imp	500,000
TR 0091^	NE 124th St/124th Ave NE Intersection Improvements	3,503,300
TR 0092	NE 116th St/124th Ave NE N-bound Dual Lft Turn Lanes	1,717,000
TR 0093	NE 132nd St/Juanita H.S. Access Rd Intersect'n Imp	916,000
TR 0094	NE 85th St/108th Avenue NE Intersect'n Imp	618,000
TR 0095	NE 132nd St/Fire Stn Access Dr Intersect'n Imp	366,000
TR 0096*	NE 132nd St/124th Ave NE Intersect'n Imp	5,713,000
TR 0097	NE 132nd St/132nd Ave NE Intersect'n Imp	889,000
TR 0098*	NE 132nd St/ 116th Way NE (I-405) Intersect'n Imp	300,000
TR 0099	120th Ave/Totem Lake Way Intersection Improvements	2,845,500
TR 0100 100	6th Street & Central Way Intersection Imprvmts Phase 2	1,866,800
TR 0103*	Central Way/4th Street Intersection Improvements	31,000
TR 0104*	6th Street/4th Ave Intersection Improvements	580,000
TR 0105*	Central Way/5th Street Intersection Improvements	564,000
TR 0106*	6th Street/7th Avenue Intersection Improvements	89,400
TR 0107*	Market Street/15th Avenue Intersection Improvements	564,000
TR 0108*	NE 85th Street/124th Ave NE Intersection Improvements	889,000
TR 0109*	Totem Lake Plaza/Totem Lake Blvd Intersection Imprv.	1,500,000
TR 0110*	Totem Lake Plaza/120th Ave NE Intersection Imprv.	1,500,000
TR 0111 001	Kirkland ITS Implementation Phase II	1,189,000
TR 0111 002	Kirkland ITS Implementation Phase IIB	2,644,000
TR 0114	Slater Avenue NE Traffic Calming - Phase I	247,000
<b>Subtotal Unfunded TR Projects</b>		<b>71,299,600</b>
<b>Total Unfunded Transportation (ST, NM, and TR) Projects</b>		<b>265,495,900</b>
<b>Funding Available from Annual Programs for Candidate Projects</b>		<b>6,329,000</b>
<b>Net Unfunded Transportation Projects</b>		<b>259,166,900</b>

\* = Modification in timing and/or cost (see Project Modification Schedule for greater detail)  
 + = Moved from unfunded status to funded status  
 = = Moved from funded status to unfunded status  
 ^ = Annual Program Project Candidates  
 Shaded year(s) = Previous timing  
**Italic** = New projects  
 # = Projects to be funded with development-related revenues

**City of Kirkland  
Revised 2013-2018 Capital Improvement Program**

**SURFACE WATER MANAGEMENT UTILITY PROJECTS**

**Funded Projects:**

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-2018 Total	Funding Source				
										Current Revenue	Reserve	Debt	External Source	
<b><i>Prior Year Active Projects:</i></b>														
SD 0025	NE 85th Street Detention	621,800												
SD 0065	Cochran Spr/Yarrow Pt Flood Control	313,400												
<b>Subtotal Prior Year Active Projects with no new funding planned</b>		<b>935,200</b>												
<b><i>Current 2013-18 CIP:</i></b>														
SD 0047	Annual Replacement of Aging/Failing Infrastructure		200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	1,200,000				
SD 0048	Cochran Springs / Lake Washington Blvd Crossing Enh.	180,000		340,000	667,100	450,000			1,457,100	1,457,100				
SD 0051	Forbes Creek/KC Metro Access Road Culvert Enh.	232,200					688,000	370,700	1,058,700	1,058,700				
SD 0053	Forbes Creek/Coors Pond Channel Grade Controls	260,200						164,700	164,700	164,700				
SD 0058	Surface Water Sediment Pond Reclamation Phase II	115,400			497,600	238,000			735,600	735,600				
SD 0059	Totem Lake Boulevard Flood Control Measures	585,400	302,800	1,048,000					1,350,800	1,014,800			336,000	
SD 0067	NE 129th Place/Juanita Creek Rockery Repair	115,500			223,300				223,300	223,300				
SD 0075*	Totem Lake Twin 42 Inch Culvert Replacement	922,000	3,494,000						3,494,000	1,253,200	2,240,800			
SD 0076#	NE 141st Street/111th Avenue NE Culvert Repair		181,500						181,500		181,500			
SD 0077#	Goat Hill Storm Drainage Repair			153,700					153,700	153,700				
SD 0078#	Billy Creek Ravine Stabilization Phase II			67,400					67,400	14,300	53,100			
SD 0079	Public Safety Building Stormwater Quality Demonstration		160,000						160,000		160,000			
SD 0081	Neighborhood Drainage Assistance Program (NDA)	396,703	50,000		50,000		50,000		150,000	150,000	150,000			
<b>SD 0082*</b>	<b>Kirkland Decant Facility Expansion</b>		<b>75,000</b>	<b>1,193,000</b>					<b>1,268,000</b>		<b>317,100</b>			950,900
<b>SD 0083</b>	<b>7th Avenue S Storm Main Replacement</b>			<b>240,000</b>					<b>240,000</b>		<b>240,000</b>			
<b>SD 0085</b>	<b>Cross Kirkland Corridor (CKC) Storm Water Retrofit</b>			<b>120,000</b>					<b>120,000</b>		-			<b>120,000</b>
SD 8888*	Annual Streambank Stabilization Program		217,900			350,000	350,000	425,000	1,342,900	1,125,000	217,900			
SD 9999*	Annual Surface Water Infrastructure Replacement Program		218,000			350,000	350,000	427,600	1,345,600	1,127,600	218,000			
<b>Total Funded Surface Water Management Utility Projects</b>		<b>3,742,603</b>	<b>4,899,200</b>	<b>3,362,100</b>	<b>1,638,000</b>	<b>1,588,000</b>	<b>1,638,000</b>	<b>1,588,000</b>	<b>14,713,300</b>	<b>9,528,000</b>	<b>3,778,400</b>	<b>0</b>	<b>1,406,900</b>	

**Unfunded Projects:**

Project Number	Project Title	Total
SD 0045^	Carillon Woods Erosion Control Measures	549,600
SD 0046#	Regional Detention in Forbes and Juanita Creek Basins	2,810,200
SD 0049#	Forbes Creek/108th Avenue NE Fish Passage Improvements	332,900
SD 0050#	NE 95th Street/126th Avenue NE Flood Control Measures	55,900
SD 0052^	Forbes Creek/Slater Avenue Embankment Stabilization	139,700
SD 0054#	Forbes Creek/BNSFRR Fish Passage Improvements	424,200
SD 0055	Forbes Creek / 98th Avenue NE Riparian Plantings	75,500
SD 0056^	Forbes Creek Ponds Fish Passage/Riparian Plantings	213,000
SD 0061^	Everest Park Stream Channel/Riparian Enhancements	1,095,500
SD 0062^	Stream Flood Control Measures at Kirkland Post Office	345,400
SD 0063^	Everest Creek-Slater Avenue at Alexander Street	830,300
SD 0068	128th Ave NE/NE 60th Street To NE 64th St Drainage Imp.	270,300
SD 0070	Juanita Creek Watershed Enhancement Study	50,000
SD 0074	Streambank Stabilization Program - NE 86th Street	640,200
<b>SD 0084</b>	<b>Market Street Storm Main Rehabilitation</b>	<b>700,000</b>
<b>Subtotal Unfunded Surface Water Management Utility Projects</b>		<b>8,532,700</b>
<b>Funding Available from Annual Programs for Candidate Projects</b>		<b>2,688,500</b>
<b>Net Unfunded Surface Water Management Utility Projects</b>		<b>5,844,200</b>

**Notes**

- \* = Modification in timing and/or cost (see Project Modification Schedule for greater detail)
- + = Moved from unfunded status to funded status
- " = Moved from funded status to unfunded status
- ^ = Annual Streambank Stabilization Program Project Candidates
- # = Annual Storm Drain Replacement Program Project Candidates
- Shaded year(s) = Previous timing
- Bold italics = New projects***

**City of Kirkland  
Revised 2013-2018 Capital Improvement Program**

**WATER/SEWER UTILITY PROJECTS**

**Funded Projects:**

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-18 Total	Funding Source			
										Current Revenue	Reserve	Debt	External Source
<b><i>Prior Year Active Projects:</i></b>													
WA 0063	Supply Station #3 Replacement	141,000											
WA 0093	Vulnerability Analysis	367,900											
WA 0094	North Reservoir Painting	3,399,000											
WA 0113	116th Ave NE/NE 70th-80th St WM Replacement	684,000											
WA 0115	Telemetry Upgrades	150,000											
WA 0142	3rd St Watermain Upgrade	100,000											
WA 0144	120th Ave NE Watermain Replacement	272,000											
SS 0063	NE 53rd St Sewermain Replacement	723,000											
SS 0074	Sewer System Telemetry Upgrade	150,000											
SS 0075	Inflow/Infiltration Reduction Upgrade	200,000											
SS 0076	NE 80th St Sewer Replacement Phase III	1,087,000											
<b>Subtotal Prior Year Active Projects with no new funding planned</b>		<b>7,273,900</b>											
<b><i>Current 2013-18 CIP:</i></b>													
WA 0090	Emergency Sewer Pgm Watermain Replacement Pgm	50,000	50,000		50,000		50,000		150,000	150,000			
WA 0102	104th Ave NE Watermain Replacement						974,500		974,500	974,500			
WA 0116	NE 80th Street Watermain Replacement (Phase II)		442,000	2,394,400					2,836,400	869,000	1,967,400		
WA 0121	NE 109th Ave/106th Court NE Watermain Replacement	215,000	156,300						156,300	156,300			
WA 0134	5th Ave S / 8th St S Watermain Replacement	396,703						850,000	850,000	850,000			
WA 0140*	NE 85th Street Watermain Replacement	626,000	2,494,400	871,800					3,366,200	3,366,200			
WA 0145*	Kirkland Avenue/6th Street S Watermain Replacement					785,000			785,000	785,000			
WA 0148	Park Lane Watermain Replacement		62,000	235,000					297,000	297,000			
<b>WA 0150</b>	<b>6th Street Watermain Replacement</b>			<b>372,500</b>	<b>148,000</b>				<b>520,500</b>	<b>520,500</b>			
<b>WA 0151</b>	<b>7th Avenue S Watermain Replacement</b>			<b>325,000</b>	<b>53,000</b>				<b>378,000</b>	<b>378,000</b>			
WA 8888*	Annual Watermain Replacement Program						562,100	402,700	964,800	964,800			
WA 9999*	Annual Water Pump Station/System Upgrade Pgm						562,100	402,700	964,800	964,800			
SS 0056	Emergency Sewer Construction Program		922,000	478,000	969,000	431,000	950,000	450,000	4,200,000		4,200,000		
SS 0064*	7th Avenue South Sewermain Replacement			464,400	466,100				930,500	930,500			
SS 0067	NE 80th Street Sewermain Replacement (Phase II)		600,000	1,836,000					2,436,000	365,400	2,070,600		
SS 0073*	Rose Point Sewer Lift Station Replacement				1,088,400	1,471,400			2,559,800	2,559,800			
SS 0078	5th Avenue S Sewermain Replacement			188,900	38,000				226,900	226,900			
SS 0079	3rd Avenue S & 2nd Street S Sewermain Replacement				487,000	740,000			1,227,000	1,227,000			
SS 0080	20th Avenue Sewermain Replacement							812,000	812,000	812,000			
SS 0081	7th / 8th Avenue West Alley Sewermain Replacement		354,000						354,000	354,000			
SS 8888*	Annual Sanitary Pipeline Replacement Program			217,400	497,800	138,300	562,100	402,800	1,818,400	1,818,400			
SS 9999*	Annual Sanitary Pump Station/System Upgrade Pgm			217,400	497,800	138,300	562,200	402,800	1,818,500	1,818,500			
<b>Total Funded Water/Sewer Utility Projects</b>		<b>8,561,603</b>	<b>5,080,700</b>	<b>7,600,800</b>	<b>4,295,100</b>	<b>3,704,000</b>	<b>4,223,000</b>	<b>3,723,000</b>	<b>28,626,600</b>	<b>20,388,600</b>	<b>4,200,000</b>	<b>4,038,000</b>	<b>0</b>

**Notes**

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+ = Moved from unfunded status to funded status

" = Moved from funded status to unfunded status

^ = Annual Watermain or Sanitary Pipeline Replacement Program Project Candidates

# = Annual Pump Station/System Upgrade Program Project Candidates

Shaded year(s) = Previous timing

***Bold italics = New projects***

**WATER/SEWER UTILITY PROJECTS**

**Unfunded Projects:**

Project Number	Project Title	Total
WA 0052	108th Avenue NE Watermain Replacement	1,584,000
WA 0057	116th Avenue NE Watermain Replacement	2,731,000
WA 0067#	North Reservoir Pump Replacement	611,000
WA 0096	NE 83rd Street Watermain Replacement	450,000
WA 0097	NE 80th Street Watermain Replacement (Phase III)	1,386,000
WA 0098	126th Ave NE/NE 83rd & 84th St/128th Ave NE Watermain Replacement	1,197,000
WA 0103^	NE 113th Place/106th Ave NE Watermain Replacement	841,000
WA 0104	111th Ave NE/NE 62nd St-NE 64th St Watermain Replacement	1,493,000
WA 0108	109th Ave NE/NE 58th St Watermain Replacement	504,000
WA 0109	112th Ave NE Watermain Replacement	1,179,000
WA 0111	NE 45th St And 110th/111th Ave NE Watermain Replacement	1,303,000
WA 0113	116th Ave NE/NE 70th-NE 80th St Watermain Replacement	2,222,100
WA 0118^	112th -114th Avenue NE/NE 67th-68th Street Watermain Replacement	3,360,100
WA 0119	109th Ave NE/111th Way NE Watermain Replacement	2,304,000
WA 0120^	111th Avenue Watermain Replacement	182,000
WA 0122	116th Avenue NE/NE 100th Street Watermain Replacement	1,506,000
WA 0123	NE 91st Street Watermain Replacement	453,000
WA 0124^	NE 97th Street Watermain Replacement	685,000
WA 0126#	North Reservoir Outlet Meter Addition	72,300
WA 0127#	650 Booster Pump Station	1,603,000
WA 0128	106th Ave NE-110th Ave NE/NE 116th St-NE 120th St Watermain Replacement	2,305,000
WA 0129	South Reservoir Recoating	981,000
WA 0130^	11th Place Watermain Replacement	339,000
WA 0131#	Supply Station #1 Improvements	61,500
WA 0132	7th Avenue/Central Avenue Watermain Replacement	907,000
WA 0133	Kirkland Avenue Watermain Replacement	446,000
WA 0135	NE 75th Street Watermain Replacement	711,000
WA 0136^	NE 74th Street Watermain Replacement	193,000
WA 0137^	NE 73rd Street Watermain Replacement	660,000
WA 0138	NE 72nd St/130th Ave NE Watermain Replacement	1,476,000
WA 0139"	6th Street S Watermain Replacement	785,000
WA 0146^	6th Street/Kirkland Way Watermain Replacement	693,000
WA 0147^	106th Avenue NE from NE 60th Street to NE 68th Street	661,500
SS 0051	6th Street South Sewermain Replacement	804,000
SS 0052	108th Avenue NE Sewermain Replacement	5,110,000
SS 0062^	NE 108th Street Sewermain Replacement/Rehabilitation	4,405,000
SS 0068	124th Avenue NE Sewermain Replacement	1,315,000
SS 0069	1st Street Sewermain Replacement	3,945,000
SS 0070	5th Street Sewermain Replacement	1,354,000
SS 0071	6th Street Sewermain Replacement	308,000
SS 0072	Kirkland Avenue Sewermain Replacement	1,980,000
SS 0077	West Of Market Sewermain Replacement	21,681,000
<b>SS 0082</b>	<b>3rd Street &amp; Central Way Sanitary Sewer Crossing</b>	<b>270,000</b>
<b>Subtotal Unfunded Water/Sewer Utility Projects</b>		<b>77,057,500</b>
<b>Funding Available from Annual Programs for Candidate Projects</b>		<b>5,566,500</b>
<b>Net Unfunded Water/Sewer Utility Projects</b>		<b>71,491,000</b>

**Notes**

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^ = Annual Watermain or Sanitary Pipeline Replacement Program Project Candidates

# = Annual Pump Station/System Upgrade Program Project Candidates

Shaded year(s) = Previous timing

***Bold italics = New projects***

### City of Kirkland Revised 2013-2018 Capital Improvement Program

**PARK PROJECTS**

**Funded Projects:**

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-2018 Total	Funding Source		
										Current Revenue	Reserve	External Source
<b><i>Prior Year Active Projects:</i></b>												
PK 0056	Forbes Lake Park Development	952,500										
PK 0108	McAuliffe Park Development	288,414										
PK 0109	Juanita Bay Park Wetland Restoration	215,000										
PK 0123	Peter Kirk Pool Upgrades	175,000										
PK 0124	Snyder's Corner Park Site Development	75,000										
<b><i>Subtotal Prior Year Active Projects with no new funding planned</i></b>		<b><i>1,705,914</i></b>										
<b><i>Current 2013-18 CIP:</i></b>												
PK 0049	Open Space, Pk Land & Trail Acq Grant Match Program		100,000						100,000		100,000	
PK 0066	Park Play Area Enhancements				50,000	50,000	50,000	50,000	200,000	200,000		
PK 0087 100*#	Waverly Beach Park Renovation		115,000	624,000					739,000	500,000	239,000	
PK 0095 200	Heritage Park - Heritage Hall Renovations		50,000						50,000	50,000		
PK 0113 100*	Spinney Homestead Park Renovation		493,000						493,000	443,000	50,000	
PK 0114 101	Mark Twain Park Renovation (Design)						75,000		75,000	75,000		
PK 0115	Terrace Park Renovation		75,000	440,000					515,000	515,000		
PK 0116 100	Lee Johnson Field Lighting Replacements			150,000					150,000	150,000		
PK 0119*	Juanita Beach Park Development Phase 2	3,450,000					100,000	1,207,000	1,307,000	807,000		500,000
PK 0119 100#	Juanita Beach Bathhouse Replacement & Shelter				200,000	1,000,000			1,200,000	1,200,000		
PK 0121	Green Kirkland Forest Restoration Program	396,703	75,000	75,000	75,000	75,000	75,000	75,000	450,000	450,000		
PK 0131	Park and Open Space Acquisition Program						508,000		508,000	508,000		
PK 0133 100#	Dock & Shoreline Renovations		150,000	150,000	250,000	250,000			800,000	800,000		
PK 0133 200#	City-School Playfield Partnership						500,000	500,000	1,000,000	1,000,000		
PK 0133 300#	Neighborhood Park Land Acquisition		475,000	375,000			750,000	750,000	2,350,000	2,350,000		
PK 0133 400#	Edith Moulton Park Renovation		100,000	100,000	800,000				1,000,000	1,000,000		
PK 0134	132nd Park Playfields Renovation		75,000		637,000				712,000	712,000		
PK 0138	Everest Park Restroom/Storage Building Replacement			75,000		660,000			735,000	735,000		
<b><i>PK 0139 100*</i></b>	<b><i>Totem Lake Park Master Plan</i></b>		<b><i>120,000</i></b>						<b><i>120,000</i></b>		<b><i>120,000</i></b>	
<b>Total Funded Park Projects</b>		<b>5,552,617</b>	<b>1,828,000</b>	<b>1,989,000</b>	<b>2,012,000</b>	<b>2,035,000</b>	<b>2,058,000</b>	<b>2,582,000</b>	<b>12,504,000</b>	<b>11,495,000</b>	<b>509,000</b>	<b>500,000</b>

**Notes**

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Shaded year(s) = Previous timing

***Bold italics = New projects***

*Italics = Repurposed projects*

# = Park Levy Candidates

**PARK PROJECTS**

**Unfunded Projects:**

Project Number	Project Title	Total
PK 0078 600	A.G. Bell Elementary Playfields Improvements	200,000
PK 0078 800	International Comm. School Playfield Improvements	300,000
PK 0086	Totem Lake Neighborhood Park Acquisition & Development	2,500,000
PK 0087 101	Waverly Beach Parks Renovation (Phase 2)	1,000,000
PK 0095 100	Heritage Park Development - Phase III & IV	2,500,000
PK 0096	Ohde Avenue Park Development	250,000
PK 0097	Reservoir Park Renovation	500,000
PK 0099	N. Juanita (East) Neighborhood Park Acquisition/Development	2,500,000
PK 0100	N. Juanita (West) Neighborhood Park Acquisition/Development	2,500,000
PK 0101	N. Rose Hill Neighborhood Park Acquisition/Development (North)	2,500,000
PK 0102	N. Rose Hill Neighborhood Park Acquisition/Development (Central)	2,500,000
PK 0103	Market Neighborhood Park Acquisition/Development	3,500,000
PK 0108	McAuliffe Park Development	7,000,000
PK 0114	Mark Twain Park Renovation	750,000
PK 0116	Lee Johnson Field Artificial Turf Installation	1,500,000
PK 0117	Lake Avenue West Street End Park Enhancement	100,000
PK 0119 200	Juanita Beach Park Development (Phase 3)	10,000,000
PK 0122 100	Community Recreation Facility Construction	42,000,000
PK 0124"	Snyder's Corner Park Site Development	1,000,000
PK 0125	Dock Renovations	250,000
PK 0126	Watershed Park Master Planning & Park Development	1,100,000
PK 0127	Kiwanis Park Master Planning & Park Development	1,100,000
PK 0128	Yarrow Bay Wetlands Master Planning & Park Development	1,600,000
PK 0129	Heronfield Wetlands Master Planning & Development	1,600,000
PK 0133 500	Lee Johnson Field Synthetic Turf and Lighting	1,500,000
PK 0135	Juanita Heights Park Master Planning and Development	1,125,000
PK 0136	Kingsgate Park Master Planning and Park Development	1,150,000
PK 0137	Windsor Vista Park Master Planning and Park Development	1,150,000
PK 0139	Highlands Park Renovation	750,000
<b><i>PK 0139 101</i></b>	<b><i>Totem Lake Park Acquisition</i></b>	<b><i>3,000,000</i></b>
<b>Total Unfunded Parks Projects</b>		<b>97,425,000</b>

Notes

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Shaded year(s) = Previous timing

***Bold italics = New projects***

*Italics = Repurposed projects*

**Unfunded Repurposed Projects:**

Project Number	Project Title	Total Balance
<i>PK 0056</i>	<i>Forbes Lake Park Development</i>	<i>200,000</i>
<i>PK 0083</i>	<i>South Juanita Park Site Development</i>	<i>212,300</i>
<i>PK 0087</i>	<i>Waverly Beach Park Renovation</i>	<i>505,000</i>
<i>PK 0111</i>	<i>Skate Park</i>	<i>200,000</i>
<i>PK 0113</i>	<i>Spinney Homestead Park Renovation</i>	<i>350,000</i>
<i>PK 0122</i>	<i>Community Recreation Facility Planning</i>	<i>72,000</i>
<b>Total Unfunded Repurposed Projects</b>		<b>1,539,300</b>

**Total Unfunded Parks Projects:**

Unfunded Park Projects	97,425,000
Unfunded Repurposed Projects	1,539,300
<b>Total Unfunded Parks Projects</b>	<b>98,964,300</b>

**City of Kirkland  
Revised 2013-2018 Capital Improvement Program**

**PUBLIC SAFETY PROJECTS**

**Funded Projects:**

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-2018 Total	Funding Source		
										Current Revenue	Reserve	External Source
<b><i>Prior Year Active Projects</i></b>												
PS 0054	Emergency Operations Center Upgrade	102,000										
PS 0056	Disaster Supply Storage Units	147,000										
PS 0057	Disaster Care Response Vehicle	70,000										
PS 0062	Defibrillator Unit Replacement	253,900										
PS 0065	Disaster Response Portable Generator	300,000										
<b><i>Subtotal Prior Year Active Projects with no new funding planned</i></b>		872,900										
<b><i>Current 2013-18 CIP</i></b>												
<b>FIRE</b>												
PS 0067	Dive Rescue Equipment			55,000					55,000	55,000		
PS 0071*	Self Contained Breathing Apparatus (SCBA)		741,600					9,000	750,600	750,600		
PS 0075	Portable Radios						347,000		347,000	347,000		
PS 0076*	Personal Protective Equipment			518,200			400		518,600	518,600		
<b><i>PS 0077</i></b>	<b><i>Hose Replacement</i></b>		<b><i>35,000</i></b>	<b><i>1,300</i></b>	<b><i>7,700</i></b>	<b><i>2,200</i></b>	<b><i>10,000</i></b>	<b><i>3,200</i></b>	<b><i>59,400</i></b>	<b><i>59,400</i></b>		
<b>POLICE</b>												
PS 1000*	Police Equipment Replacement		53,100	114,800	180,900	321,500	276,000	149,000	1,095,300	1,095,300		
<b>Total Funded Public Safety Projects</b>		<b>396,703</b>	<b>829,700</b>	<b>689,300</b>	<b>188,600</b>	<b>323,700</b>	<b>633,400</b>	<b>161,200</b>	<b>2,825,900</b>	<b>2,825,900</b>	<b>0</b>	<b>0</b>

**Unfunded Projects:**

Project Number	Project Title	Total
PS 0068	Local Emergency/Public Communication AM Radio	119,100
<b>Total Unfunded Public Safety Projects</b>		<b>119,100</b>

Notes

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Shaded year(s) = Previous timing

***Bold italics = New projects***

## City of Kirkland Revised 2013-2018 Capital Improvement Program

**GENERAL GOVERNMENT PROJECTS - Technology**

**Funded Projects:**

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-2018 Total	Funding Source		
										Current Revenue	Reserves/ Prior Yr	External Source
<b><i>Prior Year Active Projects</i></b>												
GG 0006 110	Records Management System	1,297,200										
GG 0006 205	Municipal Court Technology Projects	50,000										
<b>Subtotal Prior Year Active Projects with no new funding planned</b>		1,347,200										
<b><i>Prior Year Active Projects</i></b>												
GG 0006 501	Permit System Replacement	906,412	75,000						75,000		75,000	
IT 0100 000*	Network Server Replacements	176,158	161,000	66,400	36,000	23,800	164,500	66,400	518,100	507,100	11,000	
IT 0110 000*	Network Infrastructure	310,312	50,000	200,000	39,000	36,600	41,100	37,600	404,300	250,300	154,000	
IT 0120 000*	Network Storage, Backup & Archiving	332,384	987,100		18,400	20,100	80,000	1,071,400	2,177,000	1,514,900	662,100	
IT 0130 000*	Network Phone Systems			50,000	395,000				445,000	225,257	219,743	
IT 0140 000	Network Security	30,000	130,000	65,000	55,000		75,000	30,000	355,000	206,000	149,000	
IT 0200 000	Geographic Information Systems		170,000	185,000	250,000	250,000	250,000	250,000	1,355,000	878,000	477,000	
IT 0300 000	Finance and HR System Modules		47,400	21,100	49,300		5,800		123,600		123,600	
IT 0402 000	Financial System Replacement					150,000			150,000		150,000	
IT 0500 000*	Copier Replacements				66,900	13,400			80,300	80,300		
IT 0601 000	Help Desk System Replacement Phase 2				66,000				66,000		66,000	
IT 0702 000	Maintenance Management System Upgrade		30,000	147,600					177,600	53,100	124,500	
IT 0901 000*	Disaster Recovery System Improvement			125,000					125,000	125,000		
<b>Total Funded General Gov. Projects - Technology</b>		<b>3,499,169</b>	<b>1,650,500</b>	<b>860,100</b>	<b>975,600</b>	<b>499,700</b>	<b>610,600</b>	<b>1,455,400</b>	<b>6,051,900</b>	<b>3,839,957</b>	<b>2,211,943</b>	<b>0</b>

**Unfunded Projects:**

Project Number	Project Title	Total
IT 0401 000	Utility Billing/Cashiering System Replacement	491,700
IT 0501 000	Police ProAct Unit NCIC Handheld Computers	52,000
IT 0602 000"	Standard Reporting Tool	83,200
IT 0701 000	Fleet Management Systems Replacement	80,000
IT 0802 000	Recreation Registration System Replacement	83,000
IT 0902 000	Customer Relationship Management System	414,000
<b>Total Unfunded General Government Projects - Technology</b>		<b>1,203,900</b>

Notes

\* = Modification in timing and/or cost (see Project Modification/Deletion Schedule for greater detail) Additionally, all Technology projects are using a new project numbering convention

+ = Moved from unfunded status to funded status

" = Moved from funded status to unfunded status

Shaded year(s) = Previous timing

Bold italics = New projects

## City of Kirkland Revised 2013-2018 Capital Improvement Program

### GENERAL GOVERNMENT PROJECTS - Facilities

#### Funded Projects:

Project Number	Project Title	Prior Year(s)	2013	2014	2015	2016	2017	2018	2013-2018 Total	Funding Source				
										Current Revenue	Reserve	Debt	External Source	
<b>Prior Year Active Projects</b>														
GG 0037	Maintenance Center Expansion	1,450,000												
<b>Subtotal Prior Year Active Projects</b>		1,450,000												
<b>Current 2013-18 CIP</b>														
GG 0008	Electrical, Energy Management & Lighting Systems		18,900		66,400	10,200		44,100	139,600		139,600			
GG 0009	Mechanical/HVAC Systems Replacements		29,000	222,800	47,000		198,300	317,600	814,700		814,700			
GG 0010	Painting, Ceilings, Partition & Window Replacements			68,000	170,400	155,100	194,900	142,400	730,800		730,800			
GG 0011*	Roofing, Gutter, Siding and Deck Replacements		41,800	132,300	34,600	141,800	257,700	608,200	608,200		608,200			
GG 0012	Flooring Replacements			66,400	105,800	23,300	82,000	96,500	374,000		374,000			
GG 0013 102*	Public Safety Building Phase II	1,504,000	17,045,200	14,113,000					31,158,200		8,020,790	22,023,327	1,114,083	
<b>GG 0014</b>	<b>City Facilities Energy Efficiency Project</b>		<b>846,000</b>						<b>846,000</b>		<b>586,000</b>		<b>260,000</b>	
GG 0035 100	City Hall Expansion	166,500	433,500	1,450,000	7,950,000				9,833,500		528,924	5,804,576	3,500,000	
GG 0039	Consolidated Fire Station No 25	1,368,000	3,862,000						3,862,000			3,862,000		
<b>Total Funded General Government Projects - Facilities</b>		<b>4,488,500</b>	<b>22,276,400</b>	<b>16,052,500</b>	<b>8,339,600</b>	<b>223,200</b>	<b>617,000</b>	<b>858,300</b>	<b>48,367,000</b>	<b>0</b>	<b>11,803,014</b>	<b>31,689,903</b>	<b>4,874,083</b>	

Notes

- \* = Modification in timing and/or cost (see Project Modification/Deletion Schedule for greater detail)
- " = Moved from funded status to unfunded status
- Shaded year(s) = Previous timing
- Bold italics = New projects
- + = Moved from unfunded status to funded status

<b>Proposed Changes to Transportation CIP</b>		<b>6-Year Funded CIP</b>	<b>Unfunded CIP</b>	<b>Total CIP</b>
<b>Adopted 2013-2018 Transportation CIP</b>		<b>53,847,100</b>	<b>263,944,900</b>	<b>317,792,000</b>
ST 0006 002	Street Preservation Program One-time (NE 85th Street)	347,000		347,000
ST 0006 003	Reallocate Street Levy Pedestrian Safety Projects from Preservation	(1,586,000)		(1,586,000)
ST 0055	98th Avenue Bridge	1,415,000	(10,196,000)	(8,781,000)
ST 0057 001	NE 120th Street Extension	47,100		47,100
ST 0075	NE 85th Street Utility Conversion	774,700		774,700
ST 0083	100th Avenue Corridor Study	20,000		20,000
NM 0006 100	Street Levy-Safe School Walk Routes	600,000		600,000
NM 0006 200	Street Levy-Pedestrian Safety	1,190,000		1,190,000
NM 0051	Rose Hill Business District Sidewalks	4,142,000		4,142,000
NM 0053	NE 112th Street Sidewalk	291,700	(424,000)	(132,300)
NM 0082	6th Street S. Sidewalk	412,000		412,000
NM 0084	South Kirkland TOD/CKC Multi-Modal Connection Phase 1	1,300,000		1,300,000
TR 0004 002	Peter Kirk (Transit Center) Restroom Renovation	122,100		122,100
TR 0065	6th Street/Kirkland Way Traffic Signal	992,000		992,000
TR 0078	NE 85th Street/132nd Avenue Intersection Improvements	967,400		967,400
TR 0080	NE 85th Street/124th Avenue Intersection Improvements	1,254,700		1,254,700
TR 0111 0003	Kirkland ITS Implementation Phase IIC	40,000		40,000
TR 0113	Citywide Safety & Traffic Flow Improvements	41,700		41,700
TR 0115	6th Street S./9th Avenue S. Traffic Signal	939,000	(564,000)	375,000
ST 0084	Finn Hill Emergency Vehicle Access Improvement Study		150,000	150,000
ST 0086	Finn Hill Emergency Vehicle Access Connection		900,000	900,000
NM 0024 001	Cross Kirkland Corridor Opportunity Fund		500,000	500,000
NM 0081	CKC to Redmond Central Connector		3,656,000	3,656,000
NM 0085	South Kirkland TOD/CKC Multi-Modal Connection Ph. 2		1,200,000	1,200,000
<b>Subtotal Changes to Adopted 2013-2018 Transportation CIP</b>		<b>13,310,400</b>	<b>(4,778,000)</b>	<b>8,532,400</b>
<b>Proposed Revised 2013-2018 Transportation CIP</b>		<b>67,157,500</b>	<b>259,166,900</b>	<b>326,324,400</b>

<b>Proposed Changes to Surface Water CIP</b>		<b>6-Year Funded CIP</b>	<b>Unfunded CIP</b>	<b>Total CIP</b>
<b>Adopted 2013-2018 Surface Water CIP</b>		<b>13,502,400</b>	<b>16,080,100</b>	<b>29,582,500</b>
SD 0075	Totem Lake Culvert Replacement	(853,000)		(853,000)
SD 0082	Kirkland Decant Facility	1,268,000	(10,500,000)	(9,232,000)
SD 0083	7th Avenue S. Storm Main Replacement	240,000		240,000
SD 0085	Cross Kirkland Corridor (CKC) Stormwater Quality Retrofit	120,000		
SD 8888/9999	Annual Stormwater Programs	435,900	(435,900)	-
SD 0084	Market Street Storm Main Rehabilitation		700,000	700,000
<b>Subtotal Changes to Adopted 2013-2018 Surface Water CIP</b>		<b>1,210,900</b>	<b>(10,235,900)</b>	<b>(9,145,000)</b>
<b>Proposed Revised 2013-2018 Surface Water CIP</b>		<b>14,713,300</b>	<b>5,844,200</b>	<b>20,557,500</b>

<b>Proposed Changes to Water/Sewer CIP</b>		<b>6-Year Funded CIP</b>	<b>Unfunded CIP</b>	<b>Total CIP</b>
<b>Adopted 2013-2018 Water/Sewer CIP</b>		<b>26,968,000</b>	<b>71,327,000</b>	<b>98,295,000</b>
WA 0139	6th Street S. Watermain Replacement	(671,000)	785,000	114,000
WA 0140	NE 85th Street Watermain Replacement	953,200		
WA 0145	Kirkland Avenue/6th Street S. Watermain Replacement	30,000		30,000
WA 0150	6th Street Watermain Replacement	520,500		520,500
WA 0151	7th Avenue S. Watermain Replacement	378,000		378,000
WA 8888/9999	Water Annual Programs	167,600	(167,600)	-
SS 0064	7th Avenue S. Sewermain Replacement	(715,500)		(715,500)
SS0073	Rose Point Sewer Lift Station Replacement	272,400		272,400
SS 8888/9999	Sewer Annual Programs	723,400	(723,400)	-
SS 0082	3rd Street & Central Way Sanitary Sewer Crossing		270,000	270,000
<b>Subtotal Changes to Adopted 2013-2018 Water/Sewer CIP</b>		<b>1,658,600</b>	<b>164,000</b>	<b>869,400</b>

<b>Proposed Changes to Park CIP</b>		<b>6-Year Funded CIP</b>	<b>Unfunded CIP</b>	<b>Total CIP</b>
<b>Adopted 2013-2018 Park CIP</b>		<b>12,095,000</b>	<b>95,964,300</b>	<b>108,059,300</b>
PK 0087 100	Waverly Beach Renovations	239,000		239,000
PK 0113 100	Spinney Homestead Park Renovation	50,000		
PK 0139	Totem Lake Master Plan	120,000		120,000
PK 0139 101	Totem Lake Park Acquisition		3,000,000	3,000,000
<b>Subtotal Changes to Adopted 2013-2018 Park CIP</b>		<b>409,000</b>	<b>3,000,000</b>	<b>3,359,000</b>
<b>Proposed Revised 2013-2018 Park CIP</b>		<b>12,504,000</b>	<b>98,964,300</b>	<b>111,468,300</b>

<b>Proposed Changes to Public Safety &amp; General Government CIP</b>		<b>6-Year Funded CIP</b>	<b>Unfunded CIP</b>	<b>Total CIP</b>
<b>Adopted 2013-2018 Public Safety/General Gov't CIP</b>		<b>51,898,600</b>	<b>1,239,800</b>	<b>53,138,400</b>
PS 0071	Self Contained Breathing Apparatus (SCBA) Replacement	9,000		9,000
PS 0076	Personal Protective Equipment	400		400
PS 0077	Fire Hose Replacement	59,400		59,400
PS 1000	Police Equipment Replacement	434,200		434,200
GG 0006 501	Permit System Replacement	75,000		75,000
IT 0100	Network Server Replacements	(403,300)		(403,300)
IT 0110	Network Infrastructure	14,300		14,300
IT 0120	Network Storage	548,100		548,100
IT 0130	Network Phone Systems	195,000		195,000
IT 0500	Copier Replacements	(23,700)		(23,700)
IT 0901	Disaster Recovery System	(75,000)		(75,000)
IT 0602	Standard Reporting Tool	(83,200)	83,200	-
GG 0011	Facilities Life Cycle Projects	10,000		10,000
GG 0013 102	Public Safety Building Phase II	3,740,000		3,740,000
GG 0014	City Facilities Energy Efficiency Project	846,000		846,000
<b>Subtotal Changes to Adopted 2013-2018 General Gov't CIP</b>		<b>5,346,200</b>	<b>83,200</b>	<b>5,429,400</b>
<b>Proposed Revised 2013-2018 Public Safety/General Gov't CIP</b>		<b>57,244,800</b>	<b>1,323,000</b>	<b>58,567,800</b>



## CITY OF KIRKLAND

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

### MEMORANDUM

**To:** Kurt Triplett, City Manager

**From:** Kari Page, Neighborhood Services Outreach Coordinator  
Oskar Rey, City Attorney  
Pam Bissonnette, Interim Public Works Director

**Date:** November 7, 2013

**Subject:** CKC Interim Trail Rules Ordinance

#### **RECOMMENDATION:**

It is recommended that the City Council adopts the attached Ordinance establishing interim trail rules and regulations for the Cross Kirkland Corridor (CKC) while the Interim Trail is being completed in order to promote responsible and safe trail use by its visitors.

#### **BACKGROUND AND DISCUSSION:**

Now that the tracks have been removed, the CKC is already becoming popular with walkers and bikers who are not waiting for the completion of the interim trail to begin enjoying it. Use is significantly exceeding what was expected prior to the interim trail construction. The interim trail is anticipated to be under construction early next year with the completion by summer 2014 (weather permitting). While most people are using common sense and respect to govern their behavior, there have already been observations of dogs off leash, owners not cleaning up after their pets, and motorized vehicles on the trail. In order to keep the trail safe and enjoyable for all users, it is necessary to pass an ordinance to regulate the types of uses and implement a few basic rules.



Staff is proposing that these basic rules be adopted now, so that signage can be placed along the CKC immediately, and staff can implement public outreach efforts to keep the trail safe. In addition, in worst case scenarios the adopted rules allow the Police Department to enforce and cite violations if necessary. As the trail becomes more useful for transportation, for example after the interim trail is completed, the restriction for use during daylight

hours only may be reconsidered.

Other cities with regional trails, such as Redmond and Lake Forest Park, have adopted the King County Trail Rules. Regional trail users are very familiar with these rules and therefore staff is proposing that Kirkland do the same initially, with a public process to follow for any potential updates to the rules once the interim trail is complete.

Staff is recommending that the following King County Trail Use Regulations (King County Code 7.12.295) be adopted:

- 15 MPH Speed Limit
- Non-motorized vehicles only
- Respect private property
- Yield to traffic where posted
- Trail open during daylight hours only
- No horses allowed.

In addition, the following rules are already in the Kirkland Municipal Code and will be added to the outreach efforts:

- Pets must be on leash.
- Owners must clean up/pick up after their pets.

The need to adopt the rules quickly to respond to the popularity of the trail has not allowed for the normal public process or input on these rules. Staff recognizes this and intends to create future opportunities for public feedback about permanent trail regulations as the corridor is further developed.

Citizens can provide feedback and comments about interim trail rules by contacting Kari Page, Neighborhood Outreach Coordinator, [KPage@kirklandwa.gov](mailto:KPage@kirklandwa.gov), (425) 587-3011. For now, staff recommends that the code from King County govern the interim usage of the CKC.

Attachment: Ordinance

ORDINANCE O-4427

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO CROSS KIRKLAND CORRIDOR TRAIL USE REGULATIONS AND ADOPTING A CROSS KIRKLAND CORRIDOR TRAIL USER CODE OF CONDUCT.

WHEREAS, in April 2012 the City acquired a portion of the former Eastside Rail Corridor approximately 5.75 miles in length which is now known as the Cross Kirkland Corridor ("CKC"); and

WHEREAS, the City recently completed salvage of the rails, railroad ties and other track materials on the CKC; and

WHEREAS, the CKC without the rails, ties and track materials has sparked immediate use by cyclists, pet owners and pedestrians much sooner and in greater numbers than the City anticipated; and

WHEREAS, the City would like to adopt regulations governing use of trails on the CKC to ensure a safe and enjoyable experience of the CKC by all users;

NOW, THEREFORE, the City Council of the City of Kirkland ordains as follows:

Section 1. A new Kirkland Municipal Code ("KMC") Chapter 19.40, entitled "CKC Trail Use Regulations" is created to read as follows:

**19.40.010 "Trail" defined.**

"Trail," as used in this Chapter, means the entire width of the Cross Kirkland Corridor ("CKC"), whether or not a particular portion of the CKC contains trail improvements.

**19.40.020 CKC Trail use.**

A. No person shall travel on the trail at a speed greater than what is reasonable and prudent under the conditions and having regard for actual and potential hazards. In every event, speed shall be controlled as may be necessary to avoid colliding with others who are complying with the law and using reasonable care. Travel at speeds in excess of 15 miles per hour shall result in a prima facie presumption that the person violated this section.

B. No person shall travel on the trail in a negligent manner. For the purposes of this section, "travel on the trail in a negligent manner" shall be construed to mean any form of travel on the trail in a manner likely to endanger any persons or property.

C. For the purposes of this section "travel" shall be construed to include all forms of movement or transportation on the trail, including but not limited to foot, bicycle, skateboard and roller skates.

D. Every person traveling on the trail shall obey the instructions of any official traffic control device applicable thereto unless otherwise directed by a police officer.

E. No motorized vehicles shall be allowed on Kirkland trails. For the purpose of this section, "motorized vehicles" means any form of

transportation powered by an internal combustion or electric motor. This includes but is not limited to automobiles, golf carts, mopeds, motor scooters, motorcycles and electric bicycles. This section shall not apply to wheelchairs powered by electric motors, or authorized maintenance, police, fire or emergency vehicles.

F. Trails on the CKC are open to all non-motorized users unless otherwise designated and posted. Pedestrians and bicyclists are permitted on all maintained soft surface trails unless otherwise posted and designated. Horseback riding and equestrians are prohibited. Trail restrictions may be posted at appropriate locations along the CKC. Trail use designations and restrictions may be based on the the CKC master plan, resource conservation, trail user conflicts, maintenance issues, and safety hazards.

G. Every person who shall use or travel on the trail shall obey the Trail User Code of Conduct.

H. Trail User Code of Conduct:

1. USING THE TRAIL. Every person using the trail shall stay as near to the right side of the trail as is safe, excepting those movements necessary to prepare to make or make turning movements, or while overtaking and passing another user moving in the same direction.

2. REGARD FOR OTHER TRAIL USERS. Every user shall exercise due care and caution to avoid colliding with any other trail user. All users shall travel in a consistent and predictable manner.

3. GROUPS ON TRAIL. No group of trail users, including their animal(s), shall occupy more than one half of the trail as measured from the right side, so as to impede the normal and reasonable movement of trail users.

4. AUDIBLE SIGNAL WHEN PASSING. Every user shall give an audible warning signal before passing another trail user. The signal must be produced in such a manner as to allow adequate time for response. The signal may be given by voice, bell or horn.

5. OVERTAKING TRAIL USERS ON THE LEFT. Any trail user overtaking another trail user proceeding in the same direction shall pass to the left of such overtaken user at a safe distance, and shall stay to the left until safely clear of the overtaken user.

6. ENTERING AND CROSSING TRAIL. Trail users entering or crossing the trail at uncontrolled points shall yield to traffic on the trail.

7. LIGHTS ON TRAIL USERS. All bicyclists using the trail from one-half hour before sunset to one-half hour after sunrise shall equip their bicycles with a headlight visible 500 feet to the front, and a red or amber light visible 500 feet to the rear.

8. REGARD FOR ADJACENT PROPERTY OWNERS. Trail users should respect private lands adjacent to the trails and should stay on trails to avoid trespassing on or interfering with adjacent private property.

9. PETS ON LEASH. All pets on trails shall be kept on leash and under the control of the pet's owner or caretaker. The pet's owner or caretaker shall remove and properly dispose of all animal droppings left by the pet.

10. HOURS OF USE. Trail use shall be limited to daylight hours only.

**19.40.030. Penalties for Violations.**

Unless otherwise provided, violations of this Chapter constitute a civil infraction, punishable by a fine of seventy-five dollars (\$75.00).

Section 2. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances is not affected.

Section 3. This ordinance shall be in force and effect five days from and after its passage by the Kirkland City Council and publication pursuant to Section 1.08.017, Kirkland Municipal Code in the summary form attached to the original of this ordinance and by this reference approved by the City Council.

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

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to Form:

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

PUBLICATION SUMMARY  
OF ORDINANCE O-4427

AN ORDINANCE OF THE CITY OF KIRKLAND RELATING TO CROSS KIRKLAND CORRIDOR TRAIL USE REGULATIONS AND ADOPTING A CROSS KIRKLAND CORRIDOR TRAIL USER CODE OF CONDUCT.

SECTION 1. Sets forth trail regulations and a trail user code of conduct for the Cross Kirkland Corridor.

SECTION 2. Provides a severability clause for the ordinance.

SECTION 3. Authorizes publication of the ordinance by summary, which summary is approved by the City Council pursuant to Section 1.08.017 Kirkland Municipal Code and establishes the effective date as five days after publication of summary.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

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