



# CITY OF KIRKLAND CITY COUNCIL

James Lauinger, Mayor • Joan McBride, Deputy Mayor • Dave Asher • Mary-Alyce Burleigh  
Jessica Greenway • Tom Hodgson • Bob Sternoff • David Ramsay, City Manager

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

## AGENDA KIRKLAND CITY COUNCIL MEETING City Council Chamber Tuesday, October 6, 2009 7:30 p.m. – Regular Meeting

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

1. *CALL TO ORDER*
2. *ROLL CALL*
3. *STUDY SESSION*
4. *EXECUTIVE SESSION, 7:00 p.m.*
  - a. To Discuss Labor Negotiations
5. *SPECIAL PRESENTATIONS*
  - a. American Public Works Association 2009 Top Ten Public Works Official Award to Public Works Director Daryl Grigsby
  - b. Introducing Kirkland Downtown Association Development Director Brenda Simmes and an Update on the Kirkland Classic Car Show
  - c. Walk Your Child to School Proclamation
  - d. Green Tips
6. *REPORTS*
  - a. *City Council*
    - (1) Regional Issues
  - b. *City Manager*
    - (1) 2010 Community Survey
    - (2) Calendar Update

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

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

P - denotes a presentation from staff or consultant

7. *COMMUNICATIONS*

a. *Items from the Audience*

b. *Petitions*

8. *CONSENT CALENDAR*

a. *Approval of Minutes:* September 15, 2009

b. *Audit of Accounts:*

*Payroll* \$

*Bills* \$

c. *General Correspondence*

- (1) U.S. Senators Murray and Cantwell, Regarding Support of Federal Climate Legislation
- (2) Washington State Transportation Commission, Regarding Implementation of Tolling on SR 520
- (3) Gail Mason, Regarding Proposed Transfer of FIOS Franchise to Frontier
- (4) Sherman and Brooke Stevens, Regarding Kingsgate Casino
- (5) Douglas J. Steding, Stoel Rives on Behalf of Verizon NW Inc., Regarding Title 26 Code Amendments
- (6) Jette A. Townsend, Regarding Juanita Bay Park Volunteer Ranger Program

d. *Claims*

- (1) Anthony Hunter
- (2) James Szabo

e. *Award of Bids*

- (1) Everest Park Grandstands Replacement Project, Construction International, Inc., Kirkland, Washington

f. *Acceptance of Public Improvements and Establishing Lien Period*

g. *Approval of Agreements*

- (1) Resolution R-4777, Approving the Interlocal Agreement Between the City of Kirkland and Snohomish County for the Housing of Inmates in the Snohomish County Jail and Access to Other Jail Services

**GENERAL CORRESPONDENCE**

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

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

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

- (2) Downtown Transit Center:
  - (a) Resolution R-4778, Authorizing the City Manager to Sign an Interagency Agreement with the King County Department of Natural Resources (KCDNR) to Provide for Relocation and Modification of a City Watermain
  - and
  - (b) Approving Additional Funding

*h. Other Items of Business*

- (1) Ordinance No. 4208 and its Summary, Amending and Repealing Certain Chapters in Title 21 of the Kirkland Municipal Code (KMC) Relating to Buildings and Construction
- (2) Resolution R-4779, Authorizing the City Manager to Sign an Easement within a Portion of Peter Kirk Park to Provide Utility Vaults for Puget Sound Energy (PSE), Inc.
- (3) Report on Procurement Activities

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

*9. PUBLIC HEARINGS*

*10. UNFINISHED BUSINESS*

- a.* Puget Sound Energy Juanita Substation Project
- b.* City Council Goals
- c.* Lodging Tax Advisory Committee Appointment Process

**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*

*12. ANNOUNCEMENTS*

*13. ADJOURNMENT*



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

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## MEMORANDUM

**To:** Dave Ramsay, City Manager  
**From:** Daryl Grigsby, Public Works Director  
**Date:** September 18, 2009  
**Subject:** American Public Works Association Top Ten Award

The American Public Works Association (APWA) is an international educational and professional organization dedicated to providing high quality public works services. It was chartered in 1937, and currently consists of 64 chapters and 29,000 members primarily in North America. The Association confers professional certificates, provides training, testifies on federal and state issues, promotes professional and technical development, and offers several other services.

This past spring I was awarded the APWA Top Ten Public Works Official of the Year for 2009. The other nine awardees were public works directors, city engineers, executive directors and senior consulting managers for organizations across the United States and Canada. Golden Colorado, Oakland California, Branson Missouri, the Springfield Water and Sewer Commission, and other organizations were among those with representatives in the Top Ten.

Each year since 1949 the Association has recognized ten individuals for their technical, professional and management contributions to the public works field. Nominations are accepted from across the nation, and the President of the Association appoints a screening committee to select the final ten award recipients.

The Top Ten award recipients are announced by the national APWA in April. On March 19, the Washington Chapter held a brief award ceremony for me during their Public Works Week Luncheon. In addition, all ten award recipients were recognized in September during the 2009 APWA International Public Works Congress and Exposition in Columbus, Ohio. There were several other awards given during the Congress, including project awards for the I-35 Bridge repair in Minnesota, King County's LEED certified transfer station in Shoreline, a water reclamation plant in Peoria, Arizona, and several others.

Traditionally the Washington Chapter of APWA seeks to recognize any state Top Ten recipient at their respective Council or Board meeting. Consequently, they have requested time for a brief presentation at the October 6, 2009 Council meeting. Chapter leadership will attend and make brief comments.



## **CITY OF KIRKLAND**

123 Fifth Avenue, Kirkland, WA 98033 (425) 587-3000  
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### **MEMORANDUM**

**To:** David Ramsay, City Manager

**From:** Daryl Grigsby, Public Works Director  
Noel Schoneman, Neighborhood Traffic Control Coordinator

**Date:** September 24, 2009

**Subject:** "KIRKLAND WALK YOUR CHILD TO SCHOOL" PROCLAMATION

### RECOMMENDATION:

It is recommended that the Mayor proclaim that the week of October 5 – October 9, 2009, as "Kirkland Walk Your Child to School Week".

### BACKGROUND:

This week, October 5<sup>th</sup> through 9<sup>th</sup>, is International Walk Your Child to School Week and Kirkland is proud to actively celebrate this event. Kirkland's elementary schools are participating, encouraging hundreds of children to safely walk to school. Groups that helped make this event a success:

- PTSA leaders
- School staff
- City staff in the Public Works, Police, and Fire Departments
- City Council Members

We hope that by encouraging parents to walk with their children, we will nurture safe and healthy travel habits among our young people.



## A PROCLAMATION OF THE CITY OF KIRKLAND

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### Recognizing October 5-9, 2009, as "Kirkland Walk to School Week"

**Whereas**, October 5 – 9, 2009 has been declared Walk to School Week by Partnership for a Walkable America; and

**Whereas**, children, parents and community leaders are joining together nationwide to walk to school and to evaluate pedestrian safety in their community; and

**Whereas**, the "Kirkland Walk Your Child To School" event supports the goals of the Active Transportation Plan which was adopted in March, 2009; and

**Whereas**, walking to school encourages physical fitness and promotes safety by teaching children the skills to walk safely and to identify safe routes to school; and

**Whereas**, walking to school during this week allows local community leaders, parents, and children to share valuable time with each other;

**NOW, THEREFORE**, I, Jim Lauinger, Mayor of Kirkland, do hereby proclaim October 5th to 9th, 2009, as Walk to School Week in the City of Kirkland and encourage everyone to consider the safety of pedestrians today and everyday.

Signed this 6th day of October, 2009

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Jim Lauinger, Mayor

**CITY OF KIRKLAND**

City Manager's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3001  
www.ci.kirkland.wa.us**MEMORANDUM**

**To:** David Ramsay, City Manager

**From:** Erin Leonhart, Intergovernmental Relations Manager

**Date:** September 22, 2009

**Subject:** 2010 COMMUNITY SURVEY

**RECOMMENDATION**

It is recommended that the City Council provide the following guidance in regards to the 2010 Community Survey:

- Approve the timeline;
- Determine process to select consultant (Request for Proposals or confirm that previous provider willing to do again);
- Select a three-member Council Committee to work on developing the content of the survey; and
- Provide direction on the general themes to be incorporated into the survey questionnaire.

**BACKGROUND**

In 2010, the City is scheduled to conduct a survey of residents to gauge current attitudes and opinions toward City services. The timing of this survey is consistent with City's recommended practice of conducting a statistically valid, random telephone survey on a biennial basis.

Timeline

The recommended timeline for this project is designed to allow the City Council to review the community survey results at the City Council retreat scheduled to occur in March 2010. In order to prepare a final report for the retreat, the timeline calls for drafting the survey questions in 2009, with implementation of the survey instrument in January 2010.

**Proposed Timeline for 2010 Community Survey**

Timeframe	Task
2009 October	Select Consultant and Hold Subcommittee Meeting
November	Draft Survey Questions for Council Review
December	Finalize Survey Questions for Council Approval
2010 January	Conduct Survey
February	Prepare Report of Results
March	Presentation of Results

### Content

Generally, the citizen survey addresses citizen satisfaction with City services, citizens' assessment of the quality of life in Kirkland, how citizens find out about City services and programs and suggestions for improvement of city services. In addition, the survey allows the City to gather feedback on specific issues that are of particular concern or interest to the City Council. In the past, the survey's specialized questions have provided more in-depth feedback on growth and development, refuse and recycling services, citizens' willingness to pay for bond measures and other tax-supported projects, cable services, economic development, the web-site, and other information technology issues. Several past citizen survey projects have also included focus groups of randomly selected citizens to help provide more in-depth feedback on particular issues.

For the 2010 survey, staff recommends keeping the core questions from the citizen surveys conducted over the last seven years so that we can continue to track changes in citizen's general attitudes toward city services and so that we can compare data trends related to the City's performance management efforts.

The last survey conducted in 2008 consisted of 25 content-related questions, with additional questions that provided demographic information. As proposed, two-thirds of the survey would be devoted to the established core satisfaction and performance measurement questions. One-third of the questions could explore residents' attitudes about specific issues facing the City today. One important purpose of the survey is to develop questions for collecting data related to the recently developed Council Goals.



KIRKLAND CITY COUNCIL REGULAR MEETING MINUTES  
September 15, 2009

1. CALL TO ORDER

2. ROLL CALL

ROLL CALL:

Members Present: Mayor Jim Lauinger, Deputy Mayor Joan McBride, Councilmember Dave Asher, Councilmember Mary-Alyce Burleigh, Councilmember Jessica Greenway, Councilmember Tom Hodgson, and Councilmember Bob Sternoff.

Members Absent: None.

3. STUDY SESSION

a. Council Goals and Performance Measures

Joining Councilmembers for this discussion in addition to Assistant City Manager Marilynne Beard were Intergovernmental Relations Manager Erin Leonhart and Local Government Management Fellow Tammy McCorkle.

4. EXECUTIVE SESSION

a. To Discuss Labor Negotiations

5. SPECIAL PRESENTATIONS

a. Youth Council Respect Booklet

Youth Services coordinator Regi Schubiger introduced former Youth Council members Gabby Patiella and Kristen Shimabukuro, who worked on the project, and Neighborhood Resource Officer Allan O'Neil, each of whom described their elements of the collaborative project.

b. [kirklandfirst.org](http://kirklandfirst.org)

Economic Development Manager Ellen Miller-Wolfe provided an update on the "buy local" website activity.

c. Kirkland Performance Center

KPC Interim Executive Director Dan Mayer reviewed highlights from the

recent annual report.

d. Eastside Month of Concern for the Hungry Proclamation

Parks and Community Services Deputy Director Carrie Hite provided an overview of planned activities, and introduced participants Martha Schroeder of the Emergency Feeding Program, Kirkland Food Drive Co-chair Janet Pruitt, and Annexation area representative Toby Nixon.

6. REPORTS

a. City Council

(1) Regional Issues

Councilmembers shared information regarding Representative Larry Springer's recognition at the Washington State Arts Alliance 2009 Annual meeting and award ceremony; Eastside Transportation Partnership meeting; Kirkland Concours d'Elegance; Metropolitan Solid Waste Advisory Committee meeting; Eastside Cities meeting with Senators regarding Highway520; and former longtime Kirkland resident Chuck Morgan's 98th Birthday Party.

Mayor Lauinger requested an addition to the evening's agenda to consider an agreement for services with attorney William Sherman as item 11.b.

b. City Manager

(1) Calendar Update

7. COMMUNICATIONS

a. Items from the Audience

Bob Burke  
Barbara Loomis  
Loita Hawkinson  
Chris Sharp  
Milt Doumit  
Larry Manion  
John Gilday  
Michael Heslop  
Rebecca DeVere  
Johanna Palmer  
Toby Nixon  
Martin Morgan

b. Petitions

None.

Council recessed for a short break at 9:30 p.m.

8. CONSENT CALENDAR

a. Approval of Minutes:

(1) September 1, 2009 Special Meeting

(2) September 1, 2009

b. Audit of Accounts:

Payroll \$ 2,130,715.32

Bills \$ 1,816,879.87

run # 853 check #'s 511324 - 511485

run # 854 check #'s 511509 - 511634

c. General Correspondence

(1) David A. Alskog, Regarding Lodging Tax Advisory Committee Membership

(2) Wendy Kincaid, Regarding Kingsgate Casino

d. Claims

(1) Mark D. Allen

(2) Johnny Du

(3) Kenneth W. Rice

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) 2008 Street Preservation Project

g. Approval of Agreements

h. Other Items of Business

- (1) Remitting Duck Dash Raffle Tax
- (2) Pandemic Preparation
- (3) Report on Procurement Activities

Motion to Approve the Consent Calendar with edits as directed to the response letter for item 8.c.(2).

Moved by Councilmember Mary-Alyce Burleigh, seconded by Deputy Mayor Joan McBride

Vote: Motion carried 7-0

Yes: Councilmember Bob Sternoff, Mayor Jim Lauinger, Councilmember Jessica Greenway, Deputy Mayor Joan McBride, Councilmember Mary-Alyce Burleigh, Councilmember Dave Asher, and Councilmember Tom Hodgson.

## 9. PUBLIC HEARINGS

- a. Resolution R-4775, Stating the City Council's Opposition to Initiative 1033 on the November 3, 2009, General Election Ballot: Initiative Measure No. 1033 concerns state, county and city revenue.

Mayor Lauinger opened the public hearing. Intergovernmental Relations Manager Erin Leonhart provided an overview of the anticipated impacts of Initiative 1033. Finance and Administration Director Tracey Dunlap shared additional information on the financial implications. No further testimony was offered and the Mayor closed the hearing.

Motion to approve Resolution R-4775, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND STATING THE CITY COUNCIL'S OPPOSITION TO INITIATIVE 1033 ON THE NOVEMBER 3, 2009, GENERAL ELECTION BALLOT."

Moved by Councilmember Dave Asher, seconded by Councilmember Jessica Greenway

Vote: Motion carried 7-0

Yes: Councilmember Bob Sternoff, Mayor Jim Lauinger, Councilmember Jessica Greenway, Deputy Mayor Joan McBride, Councilmember Mary-Alyce Burleigh, Councilmember Dave Asher, and Councilmember Tom Hodgson.

- b. Resolution R-4776, Approving and Adopting the Annual Update for the Six-Year Transportation and Street Construction Improvement Program in Accordance with Section 19.08.051, Kirkland Municipal Code

Mayor Lauinger opened the public hearing. No testimony was offered and

the Mayor closed the hearing.

Motion to approve Resolution R-4776, ENTITLED, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING AND ADOPTING THE ANNUAL UPDATE FOR THE SIX-YEAR TRANSPORTATION AND STREET CONSTRUCTION IMPROVEMENT PROGRAM IN ACCORDANCE WITH SECTION 19.08.051, KIRKLAND MUNICIPAL CODE."

Moved by Councilmember Jessica Greenway, seconded by Deputy Mayor Joan McBride

Vote: Motion carried 7-0

Yes: Councilmember Bob Sternoff, Mayor Jim Lauinger, Councilmember Jessica Greenway, Deputy Mayor Joan McBride, Councilmember Mary-Alyce Burleigh, Councilmember Dave Asher, and Councilmember Tom Hodgson.

#### 10. UNFINISHED BUSINESS

- a. Verizon Frontier Transfer Request Update

Chief Information Officer Brenda Cooper provided a brief review of the transfer request status and timeline.

#### 11. NEW BUSINESS

- a. Cultural Council Strategic Plan for the Arts, Culture and Heritage in Kirkland

Cultural Council Chair Leah Klinger and Project Consultant Jerry Allen provided an overview of the Council's accomplishments and the Strategic Plan and received feedback from the City Council.

- b. Sherman and Leary Agreement for Services

Councilmember Sternoff read the full text of the proposed agreement into the record as follows:

Attorney-Client Agreement

This document states the terms of the agreement between Sherman & Leary, PLLC ("Attorney") and the City of Kirkland ("Client"):

(a) Client elects to retain Attorney upon an hourly fee basis at a rate of \$255.00 per hour, billed at the end of each calendar month and payable upon receipt of invoice.

a. Should Attorney fees reach or exceed \$5,000, Client shall pay no more than a total of \$5,000.

b. Attorney guarantees the availability of up to 40 hours for no more than

\$5,000 between the date of this agreement and October 2, 2009.

c. Should the parties agree to extend the scope and term of this work, such agreement shall be in writing.

(b) It is understood that all costs and expenses, including but not limited to postage, copying costs, and fees and expenses of experts, court reporters, depositions, transcripts, expenses of investigation, photographs, laboratory and medical reports are the sole responsibility of Client. Any costs incurred by Attorney on behalf of Client shall be reimbursed to Attorney by Client upon receipt of a statement, or shall be deducted from any Client funds held in trust by the Attorney for that purpose. Reimbursement for costs as described in this paragraph shall be waived in any amount that, together with attorney fees as described in paragraph (a), exceeds \$5,000.

(c) The scope of work shall be limited to that action authorized by the Kirkland City Council, namely: "Review of the information disclosed as part of the Evergreen Freedom Foundation (EFF) Freedom of Information Act (FOIA) request to determine if there are violations of the laws of Kirkland or the state of Washington."

(d) Attorney recognizes that Client requires a written report by close of business on October 2, 2009.

(e) In the event of any dispute concerning Attorney's fee, the matter shall be resolved pursuant to arbitration in accordance with the rules and procedures of the American Arbitration Association. The winner of any such dispute shall be entitled to an award of attorney's fees and costs to be determined by said arbitration proceeding.

(f) Attorney reserves the right to withdraw from representation in this matter after reasonable notice to Client. Client is free to discharge Attorney at any time.

Motion to authorize the City Manager to sign an agreement with Attorney Bill Sherman to conduct an investigation with edits as discussed relating to a \$5,000 cap on the expenditure.

Moved by Councilmember Dave Asher, seconded by Councilmember Jessica Greenway

Vote: Motion carried 4-3

Yes: Mayor Jim Lauinger, Councilmember Jessica Greenway, Councilmember Dave Asher, and Councilmember Tom Hodgson.

No: Councilmember Bob Sternoff, Deputy Mayor Joan McBride, and Councilmember Mary-Alyce Burleigh.

## 12. ANNOUNCEMENTS

None.

## 13. ADJOURNMENT

The Kirkland City Council regular meeting of September 15, 2009 was adjourned

at 11:16 p.m.

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City Clerk

Mayor



**CITY OF KIRKLAND**

**City Manager's Office**

123 Fifth Avenue, Kirkland, WA 98033 425.587.3001  
www.ci.kirkland.wa.us

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**MEMORANDUM**

**To:** David Ramsay, City Manager  
**From:** Erin Leonhart, Intergovernmental Relations Manager  
**Date:** September 22, 2009  
**Subject:** LETTER IN SUPPORT OF FEDERAL CLIMATE LEGISLATION

**RECOMMENDATION**

It is recommended that Council authorize the Mayor to sign letters to U.S. Senators Murray and Cantwell supporting the strongest possible climate and clean energy legislation this year.

**BACKGROUND**

One of the many commitments that the City of Kirkland has made to protect its natural environment and conserve natural resources was signing the U.S. Mayors Climate Protection Agreement. Participating cities in the Agreement support:

- Urging the federal government and state governments to enact policies and programs to meet or beat the target of reducing global warming pollution levels to 7 percent below 1990 levels by 2012, including efforts to: reduce the United States' dependence on fossil fuels and accelerate the development of clean, economical energy resources and fuel-efficient technologies such as conservation, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels;
- Urging the U.S. Congress to pass bipartisan greenhouse gas reduction legislation that includes 1) clear timetables and emissions limits and 2) a flexible, market-based system of tradable allowances among emitting industries; and

The American and Clean Energy Security Act (ACES) recently passed by the House of Representatives includes key provisions that will enable U.S. local governments to more effectively develop and implement local climate protection initiatives, including:

- New energy efficiency standards (codes) for buildings, appliances and industry; and
- Building energy performance labeling programs to address energy efficiency potential in existing buildings.

The City is also a member of ICLEI, Local Governments for Sustainability. ICLEI is asking members to ask our Senators to pass a bill that retains and strengthens these provisions in the House bill and include consideration of the critical role that local governments must continue to play in advancing solutions to reduce greenhouse gas emissions and adapting and responding to changing global climate conditions.

Attachment: Draft Letter

October 7, 2009

**D R A F T**

The Honorable Patty Murray  
173 Russell Senate Office Building  
Washington, D.C. 20510

The Honorable Maria Cantwell  
511 Dirksen Senate Office Building  
Washington, DC 20510

Dear Senator []:

As a signatory to the U.S. Mayors Climate Protection Agreement and a member of ICLEI, the City of Kirkland Council would like to urge you to deliver the strongest possible climate and clean energy policy this year.

### **The Need for Action**

The science is unambiguous that climate change is a clear and present threat to our world and national economy. Over 940 mayors across the country, representing nearly 84 million Americans, have signed the U.S. Mayors Climate Protection Agreement, which commits to local solutions to address global warming and calls for strong climate policy. Cities and urban areas house more than half of the world's population and are responsible for more than 80% of greenhouse gas emissions. Many of the solutions that will result in real, tangible reductions must be implemented at the local level.

We are doing our part at the local level, but we need strong federal policy to ensure that we are leading the world in the transition to a clean energy economy.

By taking a strong stance on clean energy, you will be putting yourself on record as a champion for both our near term economic interests and the long term health and prosperity of our country and the world. We urge you to join the majority of Americans who know that the time for action is now by supporting effective, comprehensive climate legislation that:

1. Positions our communities to be competitive in the global economy,
2. Drives investment that transitions us away from our dependence on the fossil fuels of the past and toward the clean energy of the future
3. Takes serious steps to cut global warming pollution as soon as possible
4. Maximizes the creation of new, local clean energy jobs for America, aiding in our national economic recovery.

### **Copenhagen and Beyond**

The United States needs to fully engage in international climate protection negotiations beginning with participation in the 15th Conference of Parties of the United Nations Framework Convention on Climate Change in Copenhagen in December 2009. Passing a comprehensive climate-clean energy bill this year is needed to send a clear message to the world that America is ready to be a serious player in the international cooperative effort to limit climate change.

### **Framework for Leadership on Clean Energy**

As city and county officials we strongly support federal policy that sets a firm cap on global warming pollution and utilizes market mechanisms to reduce costs and promote the best clean energy solutions. We believe a firm cap is a critical component of a suite of policies necessary to meet our climate protection goals. Key elements of a meaningful clean energy bill that will meet local government priorities include:

- A science-based cap reducing total GHG emissions with both short-term (2020) and long-term (2050) goals;
- Increasing percentage of allowances to be auctioned over time;
- Strong provisions to protect consumers and provide funds for efficiency and clean technologies; and
- Financial support for communities to implement the kind of local measures that will be needed to increase energy efficiency, smart transportation choices and other solutions.

The American and Clean Energy Security Act (ACES) recently passed by the House of Representatives includes additional key provisions that will enable U.S. local governments to more effectively develop and implement local climate protection initiatives, including:

- New energy efficiency standards (codes) for buildings, appliances and industry; and
- Building energy performance labeling programs to address energy efficiency potential in existing buildings.

We urge you to retain and strengthen these provisions in a Senate bill.

### **Pass the Strongest Possible Bill this Year**

We urge you to work to more fully include consideration of the critical role that local governments must continue to play in advancing solutions to reduce greenhouse gas emissions and adapting and responding to changing global climate conditions, including:

- Support for enforcement as well as adoption of local energy and land use codes;
- Elimination of federal and state barriers to local financing programs that use property tax mechanisms to finance efficiency upgrades;
- Allocation of federal transportation dollars directly to local governments to support increased investment in transit as well as bicycle and pedestrian infrastructure.

To reiterate, it is critical to pass a bill this year that caps global warming emissions and sets the framework to transition to a clean energy economy.

Cities and counties have a crucial role to play in this fight – and we are ready to step up to that role. We urge you to help us seize this historic opportunity to deploy readily available clean energy technology, create millions of new jobs, and fight climate change. Thank you for your consideration.

Sincerely,

Kirkland City Council

By James L. Lauinger, Mayor



**CITY OF KIRKLAND**  
**Department of Public Works**  
**123 Fifth Avenue, Kirkland, WA 98033 425.587.3800**  
**[www.ci.kirkland.wa.us](http://www.ci.kirkland.wa.us)**

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**To:** Marilynne Beard, Assistant City Manager

**From:** Daryl Grigsby, Public Works Director  
David Godfrey, P.E., Transportation Engineering Manager

**Date:** September 24, 2009

**Subject:** LETTER TO STATE TRANSPORTATION COMMISSION ON SR 520 TOLLING

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign the attached letter.

BACKGROUND DISCUSSION:

At their September 23 meeting, the Transportation Commission was briefed by WSDOT staff on the SR 520 tolling project. The Commission was looking for areas where comments from the City might be helpful in furthering Kirkland's interests and improving the project in general.

On October 21, the Washington State Transportation Commission will be deliberating on two issues that our Commission felt deserved comment. The first concerns providing WSDOT staff the authority to alter toll rates. This authority lies with the State Transportation Commission, but if the new tolling has unintended consequences --such as large diversions to other facilities-- it would be helpful if WSDOT could act right away to alter the toll in order to minimize these impacts. One helpful action would be for the Commission to set a range of acceptable tolls within which WSDOT could alter the toll without further Commission approval.

The other issue concerns exemptions from tolling. Private carpools (as opposed to vanpools managed by transit agencies) would not be exempt from tolls under the current WSDOT proposal. At the Kirkland briefing, WSDOT expressed two main reasons for this. One reason was the difficulty in enforcing such a policy. There are no shoulders on SR 520 near the proposed tolling location at the east end of the bridge, so it would be difficult for enforcement to identify or stop violators. The other issue is the relatively short westbound merge where the HOV lane ends near the east end of the bridge. Staff from WSDOT indicated that exempting private carpools would increase the volume in the HOV lane and exacerbate safety problems associated with the merge. The Kirkland Transportation Commission felt the enforcement component makes sense, but the reasoning behind the safety argument should be reconsidered by the State Commission in light of the strong Transportation Demand Management program that will be accompanying the tolling program. This program should strongly encourage private carpools and exempting them from tolling is a way to better manage traffic.

The Commission is also interested in examining details of the evaluation and mitigation programs that will look at adverse impacts to other facilities such as I-90 and local arterials, along with the TDM program, signing and distribution of transponders for toll collection. The Commission will follow up on these at future meetings. These issues are not being considered by the Washington State Transportation Commission and so they are not addressed in the attached letter.

The attached letter was reviewed and edited by the Transportation Commission. Materials provided by WSDOT at the Transportation Commission meeting are also provided as background and are attached.

# The Federal grants for SR 520 could include:

- \$41 million for transit improvements, including enhanced bus services with the purchase of 45 additional buses for the corridor.
- \$63 million to develop an advanced tolling system that could contribute up to \$500 million toward replacing the aging SR 520 bridges and help manage congestion.
- \$23.1 million for advanced traffic management and traveler information systems to provide real-time traffic information and more reliable trips for drivers.
- \$27.4 million to purchase additional ferries and make improvements at ferry terminals and docks throughout the Puget Sound.
- We will use existing revenue to continue building commute trip reduction programs and encourage employer-based programs that reduce rush-hour-traffic demands such as telecommuting, flexible work schedules, and ride sharing.

## Improvements through the plan



### Timeline

- Spring 2007**
  - Submitted UPA grant application
- Summer 2007**
  - Selected as grant finalist
- Fall 2007**
  - King County received funding for five of six transit projects included in the UPA and new enhanced bus service on SR 520
- Winter/Spring 2008**
  - Tolling and traffic technology concept development
- Summer 2008**
  - Launch an environmental process for a proposal to toll the existing SR 520 floating bridge
- Fall/Winter 2008**
  - Develop design and contracts
  - Meet with local agencies and the public to get comments
- Spring 2009**
  - Legislature approves tolling for the SR 520 bridge
- As early as 2010**
  - Launch the tolling project on SR 520

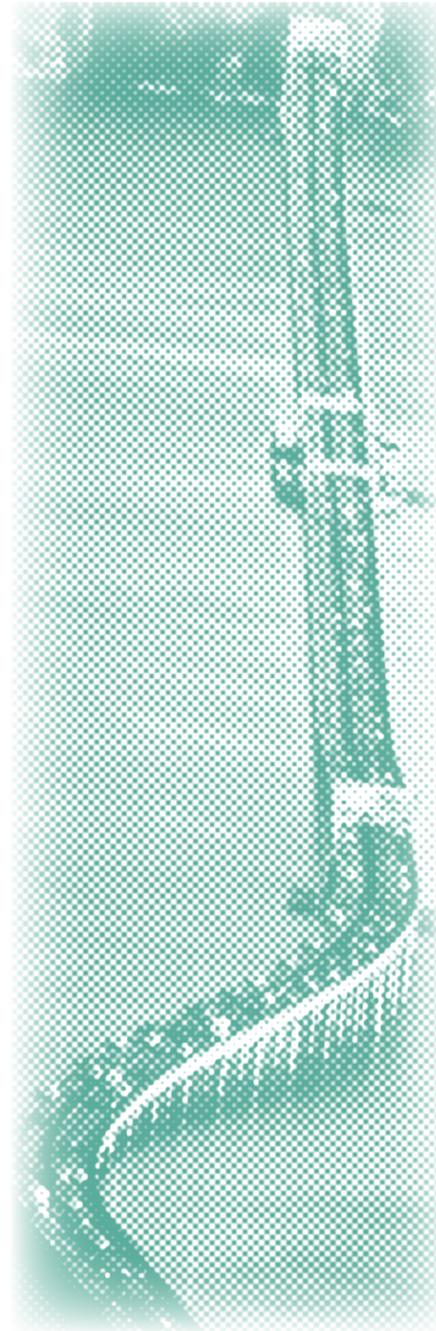
This partnership also includes you. Your participation is important to us and we welcome your involvement. Look for updates about the status of the UPA program and get more information at [www.wsdot.wa.gov/Congestion/UPA](http://www.wsdot.wa.gov/Congestion/UPA).

### For more information, contact

- Patty Rubstello, P.E.**  
Tolling and Systems Development Engineer  
WSDOT  
rubstep@wsdot.wa.gov
- Charlie Howard**  
Transportation Planning Director  
PSRC  
choward@psrc.org
- Ron Posthuma**  
Assistant Director  
King County DOT  
ron.posthuma@metrokc.gov

**Americans with Disabilities Act (ADA) Information:** Persons with disabilities may request this information be prepared and supplied in alternate formats by calling the Washington State Department of Transportation ADA Accommodation Hotline collect 206-389-2839. Persons with hearing impairments may access Washington State Telecommunications Relay Service at TTY 1-800-833-6388, Tele-Braille 1-800-833-6385, Voice 1-800-833-6384, and ask to be connected to 360-705-7097.

**Title VI Statement to Public:** WSDOT ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding WSDOT's Title VI Program, you may contact the Department's Title VI Coordinator at 360-705-7098.



# The Lake Washington Congestion Management

Spring 2009

To reduce traffic congestion in major urban areas, the U.S. Department of Transportation (USDOT) requested innovative ideas to improve big-city freeway traffic flow through the combined use of transit, technology, telecommuting and tolling – the four T's.

In response to USDOT's request, the Washington State Department of Transportation (WSDOT), Puget Sound Regional Council (PSRC) and King County submitted an Urban Partnership Agreement (UPA) grant application to help fund the replacement of the vulnerable SR 520 bridges and reduce congestion along the SR 520 corridor across Lake Washington.

The USDOT selected the UPA plan to receive funding to implement innovative congestion management strategies on SR 520, Interstate 90 and across Lake Washington in the next few years. Managing highway demand is one of the strategies of *Moving Washington*, WSDOT's three-pronged effort to fight congestion. By managing demand, operating more efficiently and adding capacity where it makes sense we can have a transportation system that is responsible, reasonable and sustainable.

**Funded by:**  U. S. Department of Transportation  
Federal Highway Administration

# Improving congestion on SR 520

There is no single solution to fix traffic congestion along SR 520. The four T strategies in our plan will work together to ensure the free movement of people and goods on SR 520 well into the future of our quickly growing region.

## Transit

Increasing transit services along SR 520 would move more people and provide more options to commuters. Other improvements such as additional park and rides, the use of the King County MetroRapidRide bus rapid transit (BRT) program and better rider information services would make ride sharing more convenient.



A King County Metro bus approaches the Portage Bay Bridge.

## Technology

Existing tools such as ramp meters, traffic sensors embedded in the roadway and changeable message signs would improve traveler information and traffic control. New innovations, such as variable speed limits, improved on- and off-ramp access and real-time traveler information signs would help provide commuters with a more reliable trip.

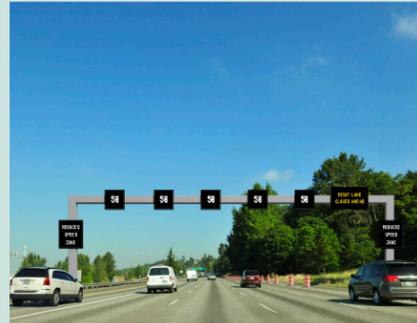
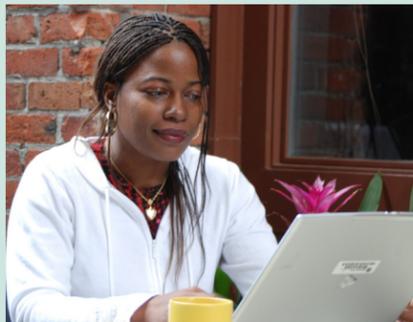


Image of future technology that will be implemented on SR 520 and I-90, including variable speed limits and electronic message boards.

## Telecommuting

Encouraging people to work from home at least part-time and/or adjusting their work schedules to take advantage of lower toll rates during off-peak hours, allows businesses to contribute to the goal of decreasing traffic in this busy corridor. A small change in the number of drivers who choose an alternative to driving alone would have a significant effect on traffic flow.



Many employers recognize the value of allowing employees to telecommute.

## Tolling

Electronic tolls eliminates booths, lines, and delays because drivers would not have to stop to pay. Toll prices that vary by time of day, called variable tolling, would discount bridge travel during less crowded times and charge higher prices during peak travel times. This system would encourage some drivers to choose alternate transportation methods to help ease congestion during peak travel times.



Visualization of a fully electronic tolling system on the SR 520 bridge.

# The partnership's importance

SR 520 is one of two east-west Lake Washington crossings. The corridor is critical to the region's economy and quality of life because it links densely populated and quickly growing cities to some of the largest employers in the state. Because of the region's dependence on SR 520 and its vulnerabilities, the UPA provides a critical component to help replace the aging bridge and to improve SR 520 traffic flow.

## Keeping people and goods moving

The region has grown significantly but the capacity of the 50 year-old SR 520 corridor has remained unchanged. Today, SR 520 is one of the most congested corridors in the Puget Sound region, serving approximately 115,000 vehicles each day. Variable tolling, increased transit, improved real-time driver information, and more telecommuting options, will help reduce congestion. Recent analysis indicates that up to 20 percent of drivers will make different choices when tolls are introduced and new services are available in the corridor. They might take transit, carpool, shift the time of their trip, or change destinations.

## Vulnerable SR 520 bridges must be replaced

Built in the 1960s, the Evergreen Point Bridge and the Portage Bay Bridge are vulnerable to windstorms and earthquakes and are at risk of collapse if not replaced. If either of these bridges were to collapse, it could cause serious injury or loss of life and overwhelm all major regional highways with re-routed traffic.

## Funding

Governor Gregoire determined that the region needs a safer and more reliable SR 520 before 2018, asking WSDOT to find ways to build new bridge as quickly as possible. However, with many other competing needs in the region, the state has insufficient funding to replace the bridge or make other vital corridor improvements without relying on tolling for a portion of the revenue. Also, the longer it takes to start construction, the more inflation and price increases will affect costs. In 2008, State Legislature selected tolling as a way to fill the -\$4+ billion funding gap. The Urban Partnership's federal grant money provides the means to starting tolling earlier. Tolling earlier will improve cash flow, the cost of borrowing, and leverage an estimated \$370 million in additional bridge funding to save taxpayer money.

## 520 tolling survey findings

In 2008, State Legislature created the 520 Tolling Implementation Committee charging it with evaluating tolling for financing the 520 Bridge Replacement Project. The committee reported back to the Governor and State Legislature in January 2009.

As part of the evaluation, the committee conducted a phone survey between July and December 2008 reaching 16,000 people. Here are some of the results:

### Most supported tolling the 520 Bridge

Three-fifths or more of the respondents supported tolling the 520 Bridge as a means of paying for a portion of the bridge replacement.

### Electronic tolling increased support for tolling

When respondents learned that electronic tolling means vehicles travel at normal speeds through the toll area, a third or more were much more likely to support tolling the 520 Bridge.

### Support for early tolling when they considered its impact on toll amounts and financing costs

More than half supported tolling the existing 520 Bridge in 2010 when they knew that early tolling would result in lower tolls and financing costs.

### Support for early tolling when considering effects on travel speed

About half supported tolling the existing 520 Bridge in 2010 when they knew that early tolling would result in faster travel speeds on the bridge.

### Support for variable rate tolling

Respondents supported for variable rate tolling and the support increased when they knew that toll rates during off-peak times would be about half of peak toll rates.

October 7, 2009

**D R A F T**

Ms. Carol Moser, Chair  
Washington State Transportation Commission  
PO Box 47308  
Olympia, WA 98504-7308

Dear Ms. Moser:

Last month, WSDOT staff briefed the City of Kirkland Transportation Commission on the SR 520 tolling project. Our Commission subsequently raised two points for Council consideration. Please consider the following comments and recommendations as you deliberate implementation of tolling on SR 520.

The City Council recognizes and respects the Commission's authority to establish toll rates on State Highways. At the same time we recommend that the Commission give WSDOT the latitude to make changes to the toll rate within certain limits. This will allow quicker response to any unintended consequences of SR 520 tolling that may occur, for example traffic diversions to other facilities.

Current WSDOT recommendations call for toll exemptions for transit and transit agency owned vanpools. We support this recommendation and feel that consideration should also be given to toll exemptions for private carpools. Supporting carpools will be an important strategy to reduce the traffic impacts of the SR 520 reconstruction project. While WSDOT staff pointed out some of the safety and enforcement concerns with exempting carpools, we urge the Commission to consider creative ways to support strong carpool incentives.

Staff from Kirkland will be contacting WSDOT staff on several other project issues. These include items such as the development of performance standards to monitor possible impacts to local arterials and alternative routes, implementation of a strong TDM program, placement and content of signing, and the distribution of transponders for toll collection. The City of Kirkland was an early supporter of tolling and we continue to believe that tolling, supported by a strong transportation demand management program and complimented with additional transit service will be a positive change for the SR 520 corridor.

Sincerely,  
Kirkland City Council

By James L. Lauinger, Mayor



**CITY OF KIRKLAND**  
Information Technology Department  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3050  
www.ci.kirkland.wa.us

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## MEMORANDUM

**To:** Marilynne Beard, Acting City Manager

**From:** Brenda Cooper, Chief Information Officer

**Date:** September 23, 2009

**Subject:** Letter to Gail Mason Regarding Proposed Transfer of FIOS Franchise to Frontier

### RECOMMENDATION

Staff recommends that Council authorize Mayor Lauinger to sign the attached letter to Gail Mason.

### BACKGROUND DISCUSSION

On Monday, September 21<sup>st</sup>, Gail Mason sent an email to the City Council entitled "Verizon FIOS sale to Frontier." The verbatim text of that email reads:

*I would like to voice my concern and objection to the proposed transfer of the FIOS franchise to Frontier. I hope the City of Kirkland council will look out for its citizens whom, like myself, subscribed to FIOS when it was made available with the understanding that it was a bundle deal with the established and well known Verizon. As part of the FIOS change, the alternate cable/copper wire phone service were disabled, so we are now a 'captive audience' of Verizon. I certainly would not have made this move had I known that it will be sold to a yet unknown rural communications company (Kirkland is not rural, and our needs are not such!). I hope the council does not approve this sale, and if it does, that it requires Verizon to restore all the FIOS households' outside and indoor wiring to their previous state for those citizens who do not wish to make the move to Frontier.*

*Thank you,*

*Gail Mason  
916 18<sup>th</sup> Ave West  
Kirkland, WA 98033  
828-0161*

This letter is a response to her email.

**D R A F T**

October 6, 2009

Gail Mason  
916 18<sup>th</sup> Ave West  
Kirkland, WA 98033

RE: Verizon Request to Transfer its Video Franchise to Frontier

Dear Ms. Mason:

Thank you for your letter to the Kirkland City Council regarding the possible sale of Verizon's video franchise to Frontier Communications. Your concerns relate to the larger transfer of services including the bundled services you now receive.

The city's role in this issue is limited to whether or not to allow the transfer of the video franchise from Verizon to Frontier. The City has no authority over the merger between the two companies, but is instead essentially evaluating the question of whether Frontier should "inherit" the same video cable franchise agreement that we have with Verizon, or develop a different agreement given that Frontier is a different company.

You do have an opportunity to address the larger transfer issue through the Washington Utilities & Transportation Commission which is responsible for approving the sale of the telephone lines. They will hold a public hearing at on October 15, 2009 at 6 p.m. in Everett, at Everett Community College, 2000 Tower Street, Everett, WA 98201 at 6 p.m. before its full hearing in December to determine whether the transaction is in the best interest of ratepayers. Those who can't attend are encouraged to submit their comments in writing to the WUTC at P.O. Box 47250, Olympia, WA 98504, via e-mail at [comments@utc.wa.gov](mailto:comments@utc.wa.gov) , or over the phone at 888-333-9882

Sincerely,  
Kirkland City Council

By James L. Lauinger, Mayor



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

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## MEMORANDUM

**To:** Marilynne Beard, Assistant City Manager

**From:** Erin Leonhart, Intergovernmental Relations Manager

**Date:** September 14, 2009

**Subject:** Draft Response to Sherman and Brooke Stevens Regarding Kingsgate Casino

### Recommendation

Staff recommends that the Council authorize Mayor Lauinger to sign the attached letter to Sherman and Brooke Stevens.

### Background

On July 7, 2009 the City Council adopted non-binding legislation (Resolution 4766), which expressed the City Council's intent to allow the continued operation of existing card rooms in the PAA if any such license qualified at that time. The e-mail correspondence from Sherman and Brooke Stevens requests clarification about the King of Clubs Casino in relation to Resolution 4766.

**From:** sherman stevens [mailto:shermanlss@earthlink.net]  
**Sent:** Tuesday, September 08, 2009 4:15 PM  
**To:** Webmaster  
**Cc:** KirklandCouncil  
**Subject:** new casino in Kingsgate PAA area

Recently a new casino was advertised to open just northwest of the 124th NE and NE 144th intersection, west across the street from the Kingsgate Safeway. Since the already existing casino was to be "grandfathered" in why do they believe that they will be allowed to operate if the annexation goes through? We would hope that they would be closed down or better yet not even allowed to open. There was no notice of Planned Use Action posted. There was no indication that a casino was to go in there, and the building was completed and empty for a while. We already have a casino in the area. We, as well as many of our neighbors did not realize that the first casino was operating until we saw the sign placed. We do not want any casinos in our area. They devalue the it. Why do good people have to take money from bad sources (taxes). A casino is a bad source. We don't see any of the homes for sale noting on their listing that they are within walking distance of the local casino. We do not like them in our area any better than the business owners in the core area of Kirkland. They must be considered a blight on the area by those individuals since casinos are not allowed within the Kirkland city limits. We have emailed Bob Ferguson our King County representative but have not gotten a return reply. We would appreciate a reply and perhaps some direction on what further that can be done to prevent this casino from opening.

Thank you,

Sherman and Brooke Stevens  
Kingsgate 3 and 4 homeowners

October 7, 2009

**D R A F T**

Sherman and Brooke Stevens

RE: Kingsgate Casino

Dear Mr. and Ms. Stevens:

Thank you for your email to the Kirkland City Council of September 8, 2009. You raise understandable questions about the impact to existing card rooms/casinos in the Potential Annexation Area (PAA) should annexation be approved. We believe the following information will answer your questions.

According to State law, a local jurisdiction's regulatory authority over gambling activity is limited to either strictly prohibiting the activity or allowing the use and imposing restrictions that apply to other commercial activities, such as parking requirements and sign code compliance. Currently, the City of Kirkland prohibits card rooms; however, there is no such prohibition in unincorporated King County.

Earlier this year, the State legislature adopted Engrossed Substitute Senate Bill (ESSB) 5321, which amended the State law. Prior to ESSB 5321's passage, cities that prohibited card rooms were precluded from allowing them to remain open in areas annexed by the city. Now, because of ESSB 5321, a city can choose to allow casinos/card rooms to remain open in an annexed area only if the casino/card room license was issued by the Washington State Gambling Commission before July 26, 2009, the effective date of ESSB 5321. Conversely, a license issued to a card room/casino any time after July 26, 2009 could not remain open after an annexation because it would then be subject to that city's prohibition.

As you may be aware, on July 7, the Kirkland City Council adopted non-binding legislation (Resolution 4766), which expressed the City Council's intent to allow the continued operation of existing card rooms in the PAA if any such license qualified at that time. At the time of the adoption of the Resolution, the only existing house banked card room in the PAA was the Casino Caribbean. A house banked card room is one where players gamble against the casino, not other players.

Since the adoption of the City's Resolution, a new card room in the PAA was licensed by the State. On July 24, 2009, the State issued a license to the King of Clubs Casino. Like Casino Caribbean, King of Clubs would be authorized to remain open under ESSB 5321 should annexation occur and the City Council decides to allow them to remain open. Now that the July 26, 2009 deadline has passed, no additional casinos would be eligible for grandfathering after annexation under ESSB 5321.

Although the City Council adopted legislation signaling its intent to allow existing, licensed casinos/card rooms in the PAA to operate should annexation occur, it has made no formal decision.

Thank you for expressing your concerns. Please visit the City's annexation website at [www.ci.kirkland.wa.us/annexation](http://www.ci.kirkland.wa.us/annexation) for detailed information and to subscribe to receive email updates.

Sincerely,  
Kirkland City Council

By: James L. Lauinger, Mayor



**CITY OF KIRKLAND**  
Information Technology Department  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3050  
www.ci.kirkland.wa.us

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## MEMORANDUM

**To:** Dave Ramsay, City Manager

**From:** Janice Perry, MultiMedia Communications Manager  
Brenda Cooper, Chief information Officer

**Date:** October 6, 2009

**Subject:** Response to Verizon Northwest Inc. Letter Regarding Title 26 Code Amendments

## RECOMMENDATION

City Council authorizes the Mayor to sign the attached letter to Stoel Rives representing Verizon Northwest Inc.

## BACKGROUND DISCUSSION

At Council's September 1<sup>st</sup> City Council meeting the attached letter was presented by Mr. Steding representing Verizon Northwest Inc. Staff and our legal team that worked on Title 26 Amendments reviewed and considered the comments presented by Verizon and have developed the attached response. Staff recommends Council authorize the signing of the letter in response to the September 1<sup>st</sup> letter.



600 University Street, Suite 3600  
Seattle, Washington 98101  
main 206.624.0900  
fax 206.386.7500  
www.stoel.com

September 1, 2009

DOUGLAS J. STEDING  
Direct (206) 386-7626  
djsteding@stoel.com

**VIA HAND DELIVERY**

Kirkland City Council  
123 5th Avenue  
Kirkland, WA 98033

**Re: Proposed Ordinances 4205, 4206, 4207 Amending Title 26 to the Kirkland Municipal Code**

Dear Council Members:

On behalf of our client, Verizon Northwest Inc., we appreciate the opportunity to comment on the above-referenced ordinances.

As the staff report indicates, Verizon commented on the proposed right-of-way provisions (4205) during development of the proposed ordinance and several of our comments were incorporated into the draft that is before you tonight. However, a number of our comments were not incorporated, and as a result, many of the proposed ordinance provisions continue to fail to recognize the preemptive effect of state and federal law on a number of subjects. For example, and as detailed in comments provided previously by Verizon, many proposed provisions fail to recognize the broad scope of the statewide grant of rights-of-way authority for Verizon in Washington, are counter to express provisions of the Revised Code of Washington and would impermissibly infringe upon the exclusive authority of the Washington Utilities and Transportation Commission. Verizon would like to take this opportunity to reiterate those comments, which were previously provided in detail to the Staff.

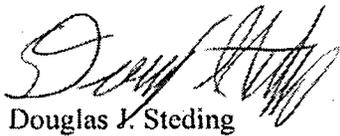
We have not provided comments on the proposed franchising and consumer protection ordinances (4206 and 4207) because they do not apply to Verizon. As provided in the franchise agreement, the franchise terms agreed upon by Verizon and the City control over conflicting ordinance provisions. Because the franchise agreement occupies the field of cable regulations applicable to Verizon, the ordinance provisions are not applicable to Verizon.



Kirkland City Council  
September 1, 2009  
Page 2

Thank you again for this opportunity to address these matters on behalf of Verizon.

Very truly yours,

  
Douglas J. Steding

**D R A F T**

October 7, 2009

Douglas J. Steding  
Stoel Rives  
600 University Street, Suite 3600  
Seattle, Washington 98101

Dear Mr. Steding:

This is to acknowledge receipt of your letter on behalf of your client, Verizon Northwest Inc., ("Verizon") to the Kirkland City Council, dated September 1, 2009.

As you may recall, the City separated Title 26 into three titles – cable, consumer protection and communications right of way. They became Title 30, 31 and 26 respectively when they were approved by the City Council on September 1, 2009. Our final ordinances reflect a number of the suggestions made by Verizon during the comment phase and we appreciate Verizon's participation in that process. However, our legal advisor on this matter disputes a number of your assertions as described below:

"We strongly disagree with the assertion in Verizon's letter that the ordinances are inconsistent with state and federal law because the City Council did not adopt all of Verizon's proposed changes. We also disagree with their assertion that the franchising and consumer protection ordinances do not apply to Verizon. We recognize, as Verizon does, that the franchise terms control over conflicting ordinance provisions but to the extent there is no conflict, the ordinances do apply to Verizon."

Thank you again for your participation in the process.

Sincerely,  
Kirkland City Council

By James Lauinger, Mayor



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

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**MEMORANDUM**

**To:** David Ramsay, City Manager

**From:** Jennifer Schroder, Director  
Michael Cogle, Park Planning and Development Manager

**Date:** September 14, 2009

**Subject:** Draft Response Letter to Jette A. Townsend Regarding Juanita Bay Park Volunteer Ranger Program

**RECOMMENDATION:**

Staff recommends that the Council authorize Mayor Lauinger to sign the attached response letter to Jette A. Townsend.

**BACKGROUND DISCUSSION:**

Ms. Townsend is a volunteer with the Juanita Bay Park Volunteer Ranger Program and in her letter urges continuation of funding for the program and for the Park Project Coordinator staff position.

**RECEIVED**

City of Kirkland

SEP 08 2009

CITY OF KIRKLAND  
CITY MANAGER'S OFFICE

Jette A. Townsend  
521 Alexander Avenue  
Kirkland, WA 98033  
Ph. 425 - 827 2610  
Sept. 3<sup>rd</sup> 2009

James Lauinger, Mayor  
123 Fifth Avenue  
Kirkland, WA 98033

Dear Mayor James Lauinger,

I attended the August 4<sup>th</sup>, 2009 Kirkland City Council Meeting. I left that evening impressed by the varied talents, opinions and obvious dedication of the City Council for the fiscal responsibility of the City of Kirkland. Though I was present primarily to support the Juanita Bay Park Volunteer Ranger Program and Teresa Sollitto, I also had an opportunity to hear citizens representing various concerns: the Seniors Program, Kirkland Performance Center, Assessments, Annexations, etc. It became readily evident that as Mayor and City Council for Kirkland your demands and overview must encompass all aspects that impact our fair city. In advance, I thank you for your time and attention to the letter I humbly submit as part of your review when making difficult decisions regarding the Juanita Bay Park Ranger Volunteer Program and the position held by Teresa Sollitto.

In January of 1999 we moved from a remote island in the San Juan Islands to Kirkland. Desperate for nature in my new urban environment I happily found Juanita Bay Park and blessed former City Council members who had had the foresight to envision the value of turning a 25 cent golf course into a thriving natural wetland with homes for numerous mammals, reptiles, amphibians and birds. From that day on I visited the Park 2 -3 times a week always finding it altered and offering new opportunities for birding, observing beavers and other creatures, changes in foliage and the seasons.

Whenever I had visitors; local, Canadian or international JBP was a must see highlight. On one summer day that year in the Park with my sister, her daughter and an extremely energetic six year old son, we met JBP Ranger Bonnie Burns. With her personal magic and captivating facts, Bonnie not only engaged the young boy's imagination but left him with knowledge about beavers and an appreciation for the Park that has not diminished through the past 9 years. A trip to JBP remains on the itinerary whenever my now 15 year old nephew pays a visit to Kirkland.

Touched by the Park and the difference Volunteer Rangers made, I joined the JBP group in 2000. As a former educator, I saw being a Ranger at JBP as a way to give back to some of the former volunteers I had encountered and also an opportunity to touch the young future custodian of nature.

Shortly after I became a volunteer, Teresa Sollitto was made Parks Project Coordinator with one of her duties being to oversee the JBP Ranger Volunteer Program. In the nine years I have participated in the Program, Teresa Sollitto, as our supervisor has provided the opportunity for an eclectic, maverick, passionate and gifted group of individuals to share their skills, experiences and unique talents in partnership with Kirkland City. Under Teresa's leadership I was introduced and orientated regarding all aspects of my volunteer assignment including responsibilities. I have consistently received training and ongoing support and recognition for services provided. Beyond these and always adhering with the professional standard required to be upheld in order to maintain the city's reputation of integrity, professionalism and trust – Teresa has exuded the highest form of leadership by her example and role modeling. Her enthusiasm as a life long learner resulted in a wide variety of learning experiences at our Ranger meetings with guest speakers and experts on:

Native plants, non-native invasive plants, bats, birds, the history of the Lake Washington watershed, watershed ecology, salmon studies, King County Interpretive Program techniques, amphibians, urban wildlife, ecology, entomology, wetland ecology, fisheries and environment restoration, herpetology, education and outreach for land conservancy and restoration, backyard wildlife sanctuaries, landscaping for wildlife, Kirkland city work projects to restore city streams and protect water quality and the Kirkland city projects for JBP habitat restoration.

The Juanita Bay Park Ranger Quarterly Newsletters produced by Teresa with assistance from the Kirkland media staff is another example of how adept she has become at honoring and utilizing the individual expertise, interests and photographic gifts of Rangers. The pages within the Newsletters I have accumulated since 2000 bear witness to the far reaching impact the volunteer program has had on the community as well as conveys the learning and growth opportunities for volunteers making them better ambassadors for JBP and the City of Kirkland.

Perhaps most essential is Teresa Sollitto's ability to communicate with the Juanita Bay Park Rangers. Teresa has mastered how to provide the glue needed for the unique volunteer opportunity at Juanita Bay Park. As Rangers, most of the time we work alone; only when leading tours might we encounter one another. As our coordinator, Teresa, through emails keeps us abreast of developments and things impacting the Park as well as our fellow rangers. Her availability to answer questions that sporadically arise is welcoming and keeps Juanita Bay Park Rangers, well informed stewards for the Park, accurate with the information disseminated to the public and well versed representatives for the City of Kirkland.

Juanita Bay Park has and continues to be a large part of my enjoyment of residing in Kirkland. The sense of community within those visiting the park has always been evident as has their appreciation for the Volunteer Ranger Program.

As a taxpaying resident, as a mother, aunt, former educator and as a JBP Volunteer Ranger – invested in the stewardship of nature for generations to come, I ask you to

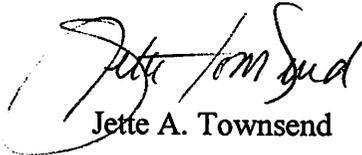
consider cutting any frills ie. appreciation dinners, gifts, etc. from all the volunteer programs in Kirkland before you consider cutting the JBP Program and said Program's Coordinator, Teresa Sollitto. Cutting off funding and the coordinator would if not immediately within time jeopardize the continuity and longevity of the Ranger Program at the level it currently operates.

Should all other attempts to save the JBP Volunteer Ranger Program fail, I hope the City of Kirkland would still find some way to keep a person as professional, loyal and dedicated as Teresa Sollitto.

I am aware of the Utility Tax Ballot Measure for the City of Kirkland that residents will vote on in early November and support the passage of this measure.

Thank you for your time, dedication and the valuable service you contribute to the City of Kirkland.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jette A. Townsend". The signature is written in a cursive style with a large initial "J".

Jette A. Townsend

October 7, 2009

**D R A F T**

Jette A. Townsend  
521 Alexander Avenue  
Kirkland, Washington 98933

Dear Ms. Townsend:

Thank you for your letter dated September 3, 2009 regarding the Juanita Bay Park Volunteer Ranger Program and Teresa Sollitto, Park Project Coordinator for the Parks and Community Services Department.

As you noted, funding for the Ranger Program and the Park Project Coordinator position has been identified for elimination in 2010 due to the City's on-going budget challenges. The City Council has had to make some extremely difficult decisions in order to ensure a balanced budget for next year and beyond, and unfortunately many established City programs and services may be eliminated or reduced. As you are aware, Kirkland residents will have the opportunity in November to vote whether or not to approve a proposed private utility tax rate increase, which would help to preserve these programs.

We appreciate your thoughtful comments about the program and your kind words regarding Ms. Sollitto. We would also like to acknowledge and thank you for your many years of volunteerism at Juanita Bay Park. The success of the park as an urban wildlife area and its enjoyment by thousands of visitors each year is due in no small part to the efforts of dedicated volunteer park rangers like you.

If you need further information please feel free to contact Jennifer Schroder, Director of Parks and Community Services, at (425) 587-3301 or via email at [jschroder@ci.kirkland.wa.us](mailto:jschroder@ci.kirkland.wa.us).

Sincerely,  
Kirkland City Council

By: James L. Lauinger, Mayor



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

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**MEMORANDUM**

**To:** David Ramsay, City Manager  
**From:** Kathi Anderson, City Clerk  
**Date:** September 23, 2009  
**Subject:** CLAIM(S) FOR DAMAGES

**RECOMMENDATION**

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

**POLICY IMPLICATIONS**

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

**BACKGROUND DISCUSSION**

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

- (1) Anthony Hunter  
11006 NE 68<sup>th</sup> St. #814  
Kirkland, WA 98033

**Amount:** \$86.09

**Nature of Claim:** Claimant states damage to boat trailer resulted from the hydraulic lift at the Kirkland Marina boat ramp.

- (2) James Szabo  
11212 NE 95<sup>th</sup> St  
Kirkland, WA 98033

**Amount:** \$752.20

**Nature of Claim:** Claimant states damages resulted from utility services billing.



## 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:** David Ramsay, City Manager

**From:** Jennifer Schroder, CPRP, Director of Parks and Community Services  
Michael Cogle, Park Planning Manager

**Date:** September 24, 2009

**Subject:** Everest Park Grandstands Replacement Project: Award of Construction Bid to Construction International, Inc., Kirkland, Washington

### **RECOMMENDATION:**

That the City Council award a construction contract to Construction International, Inc. in the amount of \$388,725 for replacement of the grandstands at Everest Park.

### **BACKGROUND DISCUSSION:**

At their meeting of April 21, 2009 the City Council approved the Park Board's recommendation to replace rather than renovate the wooden grandstands at Everest Park's "A" Field. In order to fully fund the replacement, the Council also approved transfer of funds from the Everest Park Restroom and Storage Building Project (CPK0071) to the Everest Park Grandstands Project (CPK0112). Total funding available for the project is \$530,000.

### **Construction Bids Received**

Competitive construction bids were opened on September 17. A total of 10 bids were received. In addition to a Base Bid, contractors were asked to provide bids on two additive alternate items:

Additive Alternate #1: Overhead Canopy Structure. This item is for a cantilevered fabric canopy system for a portion of the grandstand seating area.

Additive Alternate #2: Vinyl-clad seating upgrade. This item is for upgrading the grandstand seating from basic aluminum metal seating to a durable aluminum vinyl-clad system. Color: blue.

Bid results, sorted by lowest base bid:



**Grandstand Replacement Project Budget Summary**

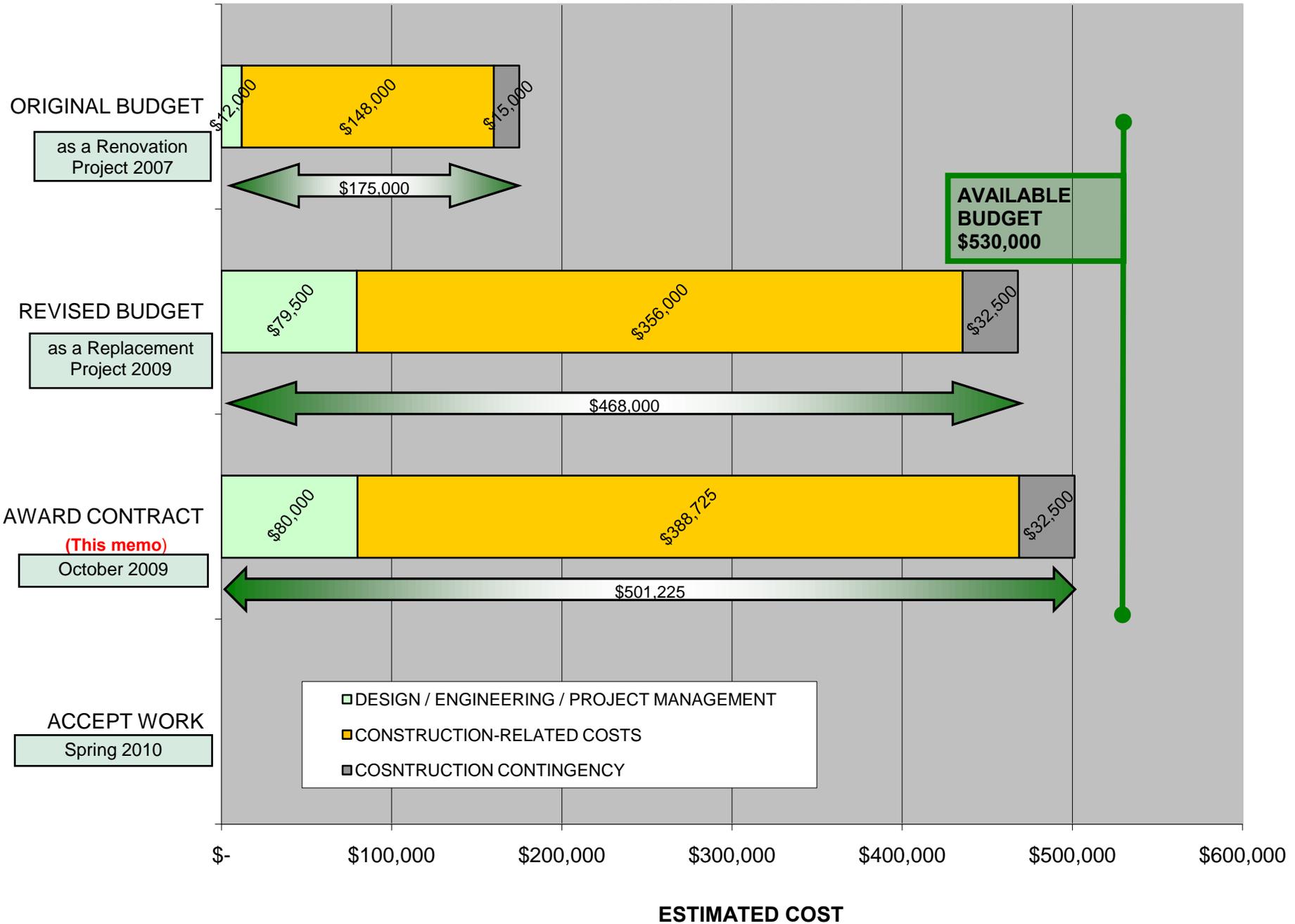
<u>Category</u>	<u>Original April 2009</u>	<u>Revised October 2009</u>
Construction	\$356,000	\$388,725
Design/Engineering/Management	\$79,500	\$80,000
Construction Contingency	\$32,500	\$32,500
<b>Total Estimate:</b>	<b>\$468,000</b>	<b>\$501,225</b>
<b>Funds Available:</b>	<b>\$530,000</b>	<b>\$530,000</b>
<b>Projected Funds Remaining:</b>	<b>\$62,000</b>	<b>\$28,775</b>

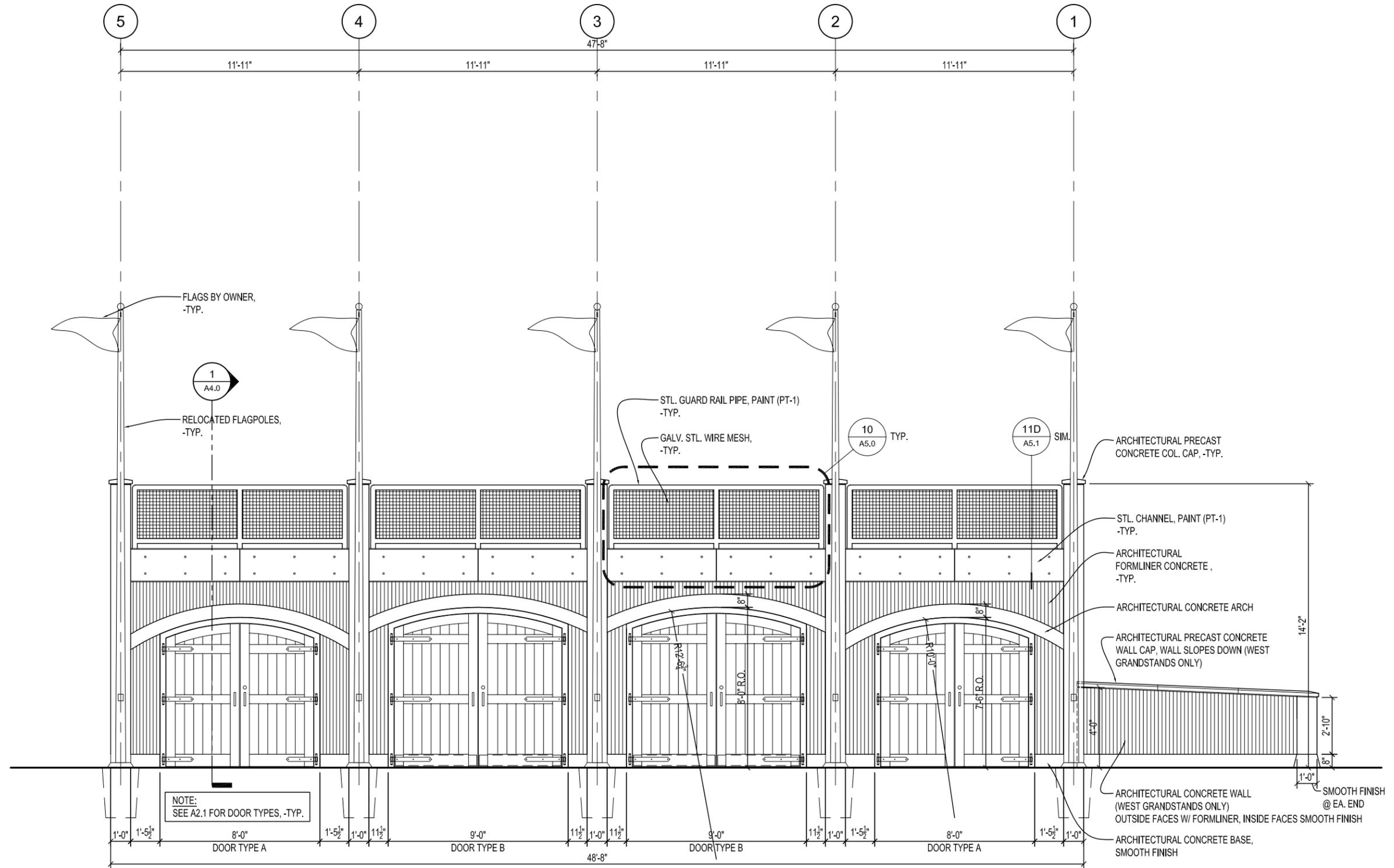
Attachments:

Project Budget Report  
Grandstand Design Graphic

# EVEREST GRANDSTANDS REPLACEMENT PROJECT

## PROJECT BUDGET REPORT





**4** TYPICAL GRANDSTAND - EXTERIOR ELEVATION  
1/4"=1'-0"

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

123 Fifth Avenue, Kirkland, WA 98033 425.587.3400

www.ci.kirkland.wa.us

**MEMORANDUM**

**To:** Dave Ramsay, City Manager

**From:** Eric Olsen, Police Chief  
Robert Balkema, Corrections Lieutenant

**Date:** September 25, 2009

**Subject:** INTERLOCAL AGREEMENT WITH SNOHOMISH COUNTY FOR JAIL SERVICES

RECOMMENDATION:

The City Council adopt the attached resolution authorizing the City Manager to sign an interlocal agreement between the Snohomish County Jail and the City of Kirkland for jail services.

BACKGROUND DISCUSSION:

The Kirkland Police Department is requesting that Council authorize the City Manager to enter into the attached interlocal agreement to provide housing for City of Kirkland inmates at the Snohomish County Jail. Under the terms of the agreement, the City of Kirkland will only be obligated to pay for the specific time an inmate is housed in the Snohomish County Jail. If the City does not use the bed space, the City does not pay for it. The Police Department is requesting this agreement to provide the City with more options for short and long term planning.

The Snohomish County jail is a larger jail and provides many advantages for the City of Kirkland. The main facility is new (approximately three years old) and is a full service jail providing housing for both felons and misdemeanors. An important element of service to the City of Kirkland is the fact that the Snohomish County jail can take our inmates that have medical, mental health disorders, and behavioral problems and house them properly and do it at a rate considerably less than what we are spending currently at King County jail. The following tables compare the current King County rates and costs to Snohomish County:

	Booking Fee	Daily Rate	Booking Charges (Average 238/year)	Daily Charges Based on Average Stay*	Combined Total
<b>King County</b>	\$220.77	\$115.36	\$52,543	\$336,851	\$389,394
<b>Snohomish County</b>	\$85.00	\$60.00	\$20,230	\$175,200	\$195,430

\*Assumes average of 2,920 bed days (8 inmates per day)

Under the proposed new King County contract, a variable rate structure will be instituted in 2011. Under the new rate structure the City will be paying daily rates plus booking fees, plus additional fees for needed medical and mental health care. The following is an estimate using a breakdown of prior year's percentage of use for medical care.

	Rate	Bed Days/Year	Cost
<b>King County:</b>			
Infirmary	\$160.89	1,518	\$244,231
Psych	\$65.90	876	\$57,728
Acute Psych	\$154.64	116	\$17,938
Booking	\$288.93	238	\$68,765
Daily	\$105.93	2,920	\$309,316
<b>Total King County</b>			<b>\$697,978</b>
<b>Snohomish County</b>			
Booking	\$90.00	238	\$21,420
Daily	\$62.50	2,920	\$182,500
<b>Total Snohomish Co.</b>			<b>\$203,920</b>

Use of Snohomish County for a comparable number of beds days services could result in annual savings of \$494,058 to the City of Kirkland.

The Snohomish County Jail has ample room to house our female population as well as our male population. The average drive time to Snohomish is approx 10 minutes more than to drive to the King County jail. Kirkland staff has inspected the jail as well as interviewed the director and many line officers and found it to be a very clean and well run facility. This contract will help us with our short term jail bed needs, however, as this contract expires in 2014 we will need to be vigilant in planning for our long term jail needs.

The Snohomish County jail interlocal was discussed with the Public Safety Committee. The committee unanimously recommended approval.

Attachment: Resolution and Corresponding Interlocal Agreement for Snohomish County Jail

RESOLUTION R-4777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF KIRKLAND AND SNOHOMISH COUNTY FOR THE HOUSING OF INMATES IN THE SNOHOMISH COUNTY JAIL AND ACCESS TO OTHER JAIL SERVICES.

WHEREAS, the City of Kirkland wishes to secure the use of additional jail bed capacity and other jail services; and

WHEREAS, the Snohomish County is willing to accept City of Kirkland inmates for a rate of compensation mutually agreed upon by the parties; and

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

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

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

Passed by majority vote of the Kirkland City Council in open meeting this \_\_\_\_ day of \_\_\_\_\_, 2009.

Signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR

Attest:

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

## INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT is entered into by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (hereinafter COUNTY) and the City of KIRKLAND a municipal corporation of the State of Washington (hereinafter CITY).

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), the COUNTY and CITY hereby agree as follows:

### Section 1      Definitions

- A. The term “Jail” means a COUNTY operated facility primarily designed, staffed, and used for the housing of adults charged or convicted of a criminal offense; for the punishment, correction, and rehabilitation of offenders convicted of a criminal offense; or for confinement during a criminal investigation or for civil detention to enforce a court order. Upon the date of the execution of this Agreement, Jail includes the Snohomish County Main Jail and Community Corrections.
- B. The term “Book” means the act of registering, screening, and examining inmates for confinement in the Jail; inventorying and safekeeping inmates’ personal property; maintaining all computerized records of arrest; performing warrant checks; and all other activities associated with processing an inmate for confinement.
- C. The term “CITY Inmate” means a person Booked or housed in the Jail for whom the CITY is a billable agency under the procedure set out in Section 6 of this Agreement.
- D. The term “COUNTY Inmate” means any person Booked or housed in the Jail who is not a CITY Inmate.
- E. The term “Bureau Chief” means the Corrections Bureau Chief, Snohomish County Sheriff’s Office.
- F. The term “CITY Municipal Code” means the Municipal Code of the CITY of KIRKLAND.
- G. The term “CITY Municipal Court” means the Court of Limited Jurisdiction charged with hearing violations of the CITY Municipal Code, including any division of the COUNTY District Court acting for the CITY via a service contract.
- H. The term “Cities” means collectively all cities that have executed Interlocal Agreements for Jail Services with the COUNTY in substantially the same form as this Agreement.

I. The term “Force Majeure” means war, civil unrest, and any natural event outside of the party’s reasonable control, including fire, storm, flood, earthquake, or other act of nature.

J. The term “Business Day” means Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding COUNTY recognized holidays.

K. The term “maximum allowable population level” means the greatest allowable number of inmates that can be held in the Jail in a safe, secure, and humane manner. The maximum allowable population level shall be determined by the Sheriff or his/her designee.

## Section 2      Purpose

Under the authority of Chapter 70.48 RCW, the COUNTY maintains a Jail. The CITY from time-to-time desires to confine CITY Inmates in the Jail. In return for payment as specified in Section 9, the COUNTY agrees to furnish its facilities and personnel for confinement of CITY Inmates based on the rules and conditions set forth in this Agreement and any attachments thereto.

## Section 3      Term

This agreement shall be in effect from the date of signature and shall continue in effect until December 31, 2014, or until terminated by either party in accordance with Section 4, PROVIDED that the COUNTY’S obligations are contingent upon local legislative appropriation of necessary funds in accordance with applicable laws and the Snohomish County Charter.

## Section 4      Termination

This Agreement may be terminated by either party for any reason at any time prior to its expiration upon ninety (90) calendar days’ prior written notice provided pursuant to Section 15 hereof.

## Section 5      Population Level Limitation

A. In the event that the Jail’s acceptable population level is reached, inmates who are confined on Snohomish County charges or commitments will have first priority. In the event the inmates are required to leave the COUNTY Jail, out-of-county inmates shall be the first inmates removed. Every effort will be made to manage the average daily population (ADP), including booking restrictions as a method to lower the ADP. The Bureau Chief shall have final authority on ADP reduction measures.

B. The maximum allowable CITY Inmate population is thirty (30) inmates, unless otherwise specified by the Bureau Chief.

Section 6      Placing CITY Inmates in Jail by Law Enforcement Personnel

Subject to the conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept arrested persons delivered to the Jail for confinement, including persons arrested for, or convicted of, violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law, or returned to the custody of the CITY.

A. The CITY law enforcement personnel will follow all Jail procedures when presenting arrested persons for Booking.

B. The Jail will not receive a person into custody until the law enforcement personnel having custody of the person provides the Jail with proper documentation of the Jail's legal basis to hold the person in custody. Proper documentation will consist of either an arrest warrant, the order of a court of competent jurisdiction, or a properly completed Notice of Arrest on the form provided by the court into which the person is being cited.

C. An arrested person will not be considered a CITY Inmate for purposes of this Agreement until transfer of custody is complete. Transfer of custody from CITY law enforcement personnel to the Jail will not occur until the Jail receives both the legal basis to hold the arrested person and has medically cleared the arrested person as "fit for Jail."

D. CITY Inmates shall be billable to the CITY when:

a. Inmate Status:

- i. The inmate is being held on violation of a misdemeanor or gross misdemeanor, on a warrant or court order issued by the CITY's Municipal Court;
- ii. The inmate is not being held on any active COUNTY felony charge; and
- iii. The inmate is not a Federal Inmate who can be removed by the Federal agency without regard to local charges.

b. Other

- i. The inmate is held for the CITY in accordance with section 6(d)(a); and
- ii. The inmate is also being held by the State for violation of the Offender Accountability Act and the CITY will not allow the State to move the inmate

- E. CITY Inmates shall not be billable to the CITY when:
- a. The inmate receives a personal recognizance release, posts bail, or finishes serving a sentence on that charge;
  - b. The charge is dismissed, nor filed, or otherwise withdrawn;
  - c. The charge carries a consecutive sentence the inmate has not yet begun to serve; or
  - d. The agency with jurisdiction over a charge cannot remove the inmate to its own facility until other charges requiring the inmate's custody in Jail are satisfied.

Section 7      Walk In Commitments

A. Subject to the conditions stated herein, and the constraints listed in Section 5, the COUNTY will accept persons sentenced to a term of confinement to Jail by a CITY Municipal Court, including persons convicted of violations of the CITY Municipal Code and will hold them until such time as they are lawfully discharged from custody pursuant to law and the terms of the judicial Order of Commitment, or returned to the custody of the CITY.

B. A person reporting for commitment will not be accepted for Booking until the COUNTY receives a valid judicial Order of Commitment from the CITY Municipal Court and the Jail has medically cleared the person reporting for commitment as "fit for Jail."

C. A person reporting for commitment will not be considered a CITY Inmate for the purposes of this Agreement until the person is accepted for Booking. In the event that a person reporting for commitment is not accepted for Booking, the Jail will notify the CITY Municipal Court of the person's non-acceptance and the reason for the non-acceptance. Notification will occur on the same day if the non-acceptance occurs during a Business Day or on the following Business Day if the non-acceptance occurs after the end of a Business Day.

Section 8      Rules Relating to Inmates in Custody

A. Persons convicted of violations of the CITY Municipal Code may earn early release time of up to one-third (1/3) of the total sentence as authorized by Chapter 9.94A RCW.

B. Investigators directed by the CITY attorney or CITY police officers will have the right to interview CITY inmates inside the confines of the Jail, subject to necessary

operational and security rules. Interview rooms will be made available as appropriate to CITY police officers in equal priority with those of other police departments.

C. CITY Inmates will be in the complete charge of the COUNTY and subject to all applicable rules of the Jail, including any emergency security rules imposed by the Bureau Chief. It is expressly agreed by the CITY that visitation and telephone privileges of CITY inmates, if any, will be the same as COUNTY inmates and subject to applicable requirements of law.

D. The Jail will be administered by the COUNTY in accordance with the rules and regulations of the COUNTY, COUNTY ordinances and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of COUNTY jails.

E. CITY Inmates may be made inmate workers at the discretion of the COUNTY, and such inmates may be allowed by the COUNTY to work on public property.

## Section 9      Fees

A. The CITY will pay the COUNTY fees for services as follows:

- a. Booking Fee: A fee shall be assessed for the Booking of CITY Inmates by or on behalf of the CITY into the Jail. It is the only fee charged for inmates released within four (4) hours of Booking into the Jail.
- b. Daily Maintenance Fee: A daily maintenance fee shall be assessed for each calendar day that a CITY Inmate is housed in the Jail. This fee shall not be charged for inmates released within four (4) hours of Booking.
- c. Work Release Daily Fee: A work release daily maintenance fee shall be assessed for each calendar day that a CITY Inmate is housed in the Work Release facility
- d. In-Custody Work Crew Daily Fee: An in-custody work crew daily fee shall be assessed for each calendar day that a CITY Inmate participates in the in-custody work crew program.
- e. Electronic Home Detention (EHD) Daily Fee: An electronic home detention daily fee shall be assessed for each calendar day that a CITY Inmate participates in the EHD program

B. The 2010 rates for the Booking and Daily Maintenance Fees shall be ninety dollars (\$90) per Booking and sixty-two dollars and fifty cents (\$62.50) per day for each housing day. The Work Release Daily Fee and the In-Custody Work Crew Daily Fee

shall be forty-two dollars (\$42) per day for each housing day. The EHD Daily Fee shall be sixteen dollars (\$16) per day.

C. The 2010 rates outlined in Section 9(b) will increase each calendar year during the term of this Agreement by a rate equal to ninety percent (90%) of the Bureau of Labor Statistics Consumer Price Index (Urban Wage Earners) for the Seattle-Tacoma-Bremerton area, measured from June of the prior year to June of the current year. In no event shall the increase be greater than three percent (3%).

D. The billing process calculates booking and daily inmate charges using proportional methodology. The process for proportional billing is described in Exhibit A, and hereby incorporated by reference. If multiple jurisdictions have an open misdemeanor charge on an individual, the jurisdictions will share the cost as long as an open charge persists for that agency. A contract agency is billed for booking an individual for its misdemeanor charge or charges. If there are open charges with more than one contract agency, each agency will be billed in equal portions. The same process applies for determining the daily billing. When a contracting agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency. If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges. Additionally, there will be no partial days billed. The billing process looks at who is billable to whom each day and bills accordingly.

E. In July each year, the COUNTY will provide the CITY with rates for the following year. Annual revision of fees will be established by notice to the CITY, as provided in Section 15. The new fees will go into effect with the January billing, PROVIDED that should the CITY enter into this Agreement after January 1, 2010, such rate shall be effective the first day of the month of signature.

F. Costs incurred for necessary medical services to CITY Inmates beyond routine medical examinations, tests, procedures and prescriptions will be borne by the CITY in addition to the basic rates set out in Section 9(b). If the inmate suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the inmate's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail is hereby granted the authority to seek necessary medical services for CITY Inmates without consulting with CITY officials; PROVIDED, that when it appears that a CITY Inmate will incur unusual or substantial medical expenses due to illness, the COUNTY shall notify the CITY prior to seeking treatment, unless immediate treatment is required. If the Jail medical staff order immediate treatment, the COUNTY will notify the CITY as soon after the event as reasonably possible. The CITY and the COUNTY will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Snohomish County policies and procedures regarding HIPAA. The COUNTY will credit amounts received from the inmate's own health insurance and applicable public assistance before billing the CITY.

Section 10    Transport

- A.     The CITY agrees to be responsible for all CITY Inmate's transportation to and from the Jail for Court.
- B.     The COUNTY will provide transportation of CITY Inmates to and from medical facilities when the Jail Medical Supervisor has determined that such treatment is necessary under Section 9(e). The CITY will furnish all other transportation of CITY Inmates.

Section 11    Method of Payment & Billing Dispute Resolution Procedure

- A.     The COUNTY shall transmit billings to the CITY monthly. Within thirty (30) days after receipt, the CITY shall pay the full amount billed.
- B.     Payments from the CITY shall clearly indicate that the payment is for Jail services and the period covered by the payment.
- C.     If CITY disputes amounts billed, it has (30) days following receipt of billing to notify the COUNTY of any alleged discrepancies calculating the amount the CITY owes the COUNTY. The CITY will provide the COUNTY with documentation for all alleged discrepancies. The COUNTY will respond to any alleged discrepancies within fifteen (15) working days of receipt of documentation. Credits for resolved discrepancies will be reflected on next billing cycle. The COUNTY will notify the CITY of all unresolved discrepancies.
- D.     Withholding of any amount billed or alleging that any party is in violation of any provision of this Agreement shall constitute a dispute, which shall be resolved as follows:
- a.     The Bureau Chief and CITY Police Chief or their designees shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, the dispute shall be appealed to the Chief Executive Officer of the CITY and the COUNTY Executive for settlement. If not resolved within thirty (30) days of referral, the Chief Executive Officer of the CITY and the COUNTY Executive 1) may by mutual written consent apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties, OR 2) may invoke the procedures set out in RCW 39.34.180 (3) for binding arbitration. Each party shall pay one-half of any arbitration fees.
  - b.     Any amount withheld from a billing, which is determined to be owed to the COUNTY pursuant to the dispute resolution procedure described herein, shall

be paid by the CITY within thirty (30) days of the date of the negotiated resolution or arbitration determination.

E. Any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the CITY, shall be binding on the parties and shall not be subject to legal question either directly or collaterally. This provision shall not limit a CITY's ability to challenge or dispute any billings that have been paid by the CITY.

F. If the CITY fails to pay a billing within forty-five (45) days of receipt, the COUNTY will notify the CITY of its failure to pay and the CITY shall have ten (10) days to cure non-payment. In the event the CITY fails to cure its nonpayment, the CITY shall be deemed to have waived its right to house CITY Inmates in the Jail and, at the COUNTY's request, will remove all CITY Inmates already housed in the Jail within thirty (30) days. Thereafter, the COUNTY, at its sole discretion, will accept no further CITY Inmates until all outstanding bills are paid.

G. The COUNTY may charge an interest rate equal to the interest rate on the monthly COUNTY investment earnings on any undisputed billing amount not paid by the CITY within forty-five (45) days of receipt of the billing, and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure.

H. Each party may examine the other's books and records to verify charges. If an examination reveals an improper charge, the next billing statement will be adjusted appropriately.

## Section 12    Indemnification

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

B. The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the CITY, its officers, agents, and employees, or any of them related to the arrest or confinement of a CITY Inmate. In the event that any suit based upon such a claim, action, loss, or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principle of governmental or public laws is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and the CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

C. In the event of the concurrent negligence of the parties, the COUNTY's and the CITY's obligations hereunder shall apply to the percentage of fault attributable to the COUNTY and CITY or the COUNTY's and CITY's agents, employees, or officials respectively.

D. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the CITY's indemnity under Washington's Industrial Insurance act, Title 51 RCW, as respects the COUNTY only, and only to the extent necessary to provide the COUNTY with a full and complete indemnity of claims made by the CITY's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

E. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility, which arises in whole or in part from the existence or effect of the CITY Municipal Code, rule, or regulations. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY Municipal Code, rule or regulation is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

F. The terms of Section 12 shall survive the termination or expiration of this Agreement.

### Section 13    Non-waiver of Rights

Except as provided in subsections 10(e) or 10(f), no waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance of any one or several occasions does not constitute consent to or waiver of any later non-performance nor does payment of a billing or

continued performance after notice of a deficiency in performance constitute an acquiescence thereto. The parties are entitled to all remedies in law or equity.

Section 14     No Creation of or Expansion of Duty to Supervise; No Partnership or Joint Venture

A. Nothing in this Agreement shall be construed as creating, modifying, or expanding any duty on the part of the COUNTY. By agreeing to provide the Community Corrections Programs described herein to the CITY, the COUNTY is not agreeing to any supervision of CITY inmates except as specifically provided herein. Nothing in this Agreement shall be interpreted as a delegation by the CITY, the CITY Municipal Court or the CITY Municipal Court's probation department to the COUNTY of its duty of supervision.

B. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

Section 15     Modification / Amendment

A. All provisions of this Agreement may be modified and amended with the mutual written consent of the parties. This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this agreement.

B. The CITY and COUNTY may elect, by mutual agreement, to reopen negotiations for the express purpose of changing the CITY's agreed upon number of inmate days in the following calendar year. If the CITY and COUNTY are not able to come to an agreement on a change in the agreed upon number of inmate days, the current year's agreed upon number of inmate days shall remain the same in the following year.

C. In the event of a change in State law or a ruling from a precedent setting court that significantly impacts the incarceration of CITY Inmates, the COUNTY and the CITY may reopen negotiations to amend the agreed upon number of inmate days used in the current year and following year.

Section 16     Notices

A. All notices required by this Agreement to be given to the COUNTY shall be made in writing and personally delivered or sent by certified mail to the Bureau Chief.

B. All notices required by this Agreement to be given to the CITY shall be made in writing and personally delivered or sent by certified mail to the Chief Law Enforcement Officer of the CITY.

C. The Bureau Chief and the Chief Law Enforcement Officer of the CITY, shall be the administrators of this Agreement pursuant to RCW 39.34.030(4)(a).

Section 17    Entire Agreement

A. This Agreement represents the entire understanding of the parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

B. Nothing in this Agreement shall limit the ability of the COUNTY to contract with other entities at different rates or terms.

Section 18    Force Majeure

In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

Section 19    Severability

If any provision of this Agreement is found to be invalid or contrary to law, the remainder of this Agreement shall not be affected thereby.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Section 20    Filing

Pursuant to Chapter 39.34 RCW, a copy of this Agreement as fully executed shall be filed by the COUNTY with the County Auditor and by the CITY with the City Clerk.

IN WITNESS WHEREOF, the COUNTY and the CITY have executed this Agreement by subscribing their names as follows:

SNOHOMISH COUNTY

CITY OF KIRKLAND

\_\_\_\_\_  
Aaron Reardon                      Date  
COUNTY EXECUTIVE

\_\_\_\_\_  
David Ramsay                      Date  
CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY ATTORNEY                      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY PROSECUTING ATTORNEY      Date

**EXHIBIT A****PROPORTIONATE BILLING**

Each day the COUNTY shall examine the open charges for each active booking and apply uniform rules for determining billable charges and identifying the billable agencies.

The procedure for selecting the billable charges and responsible agencies is outlined below. The program proceeds in sequence through the series of steps only as far as needed to isolate a billable charge and determine the agency responsible for payment.

1. Select all felony charges. If there is more than one, go to Rule #2. If there is a felony but no State DOC hold, do not bill. If there are no felony charges, go to Rule #5.
2. Select the Arresting Agency DOC-Parole-Olympia. If there is no other arresting agency charges, determine if charge is State DOC and bill accordingly.
3. If there is a State DOC hold and additional local charges (Snohomish County or contracting cities; felony, misdemeanor, or gross misdemeanor) do not bill.
4. If there is a State DOC hold and non local additional charges (from other county and municipal agencies not contracting services with Snohomish County), bill State DOC.
5. Select all open misdemeanor charges. Bill the arresting agency. If there are open charges with more than one contract agency, go to Rule #6.
6. If there are open misdemeanor charges with multiple contract agencies, bill each agency in equal portion (e.g., two agencies 50/50). If an agency has multiple open misdemeanor charges, the agency is only billed as one element of the proportional booking process, equal to all others with open misdemeanor charges.

Example: If municipal agency A has one open misdemeanor and municipal agency B has two open misdemeanor charges at the same time, each agency is billed for 50% of the day.

7. When an agency's charge is closed, that agency drops from the proportional billing process. The proportional billing is recalculated without that agency.

Example: Municipal agency A has one open misdemeanor and municipal agency B has an open misdemeanor charge. Municipal agency B's charge is closed. Agency A is billed for 100% from then on.

8. When there is a Snohomish County misdemeanor charge and contract agency misdemeanor charge, the County is billed its proportional share.

**EXHIBIT B**  
**COMMUNITY CORRECTIONS OPTIONS**

Section 1      Definitions

- A. “Community Corrections Programs” means alternative sentencing programs offered by the COUNTY to the CITY pursuant to this Agreement, including Electronic Home Detention with Electronic Home Monitoring, Work Education Release, and Work Crews. The Community Corrections Programs are more fully defined and described in Section 2 of this Exhibit. “Community Corrections Program” or “Program” means any one of the Community Corrections Programs.
- B. “Electronic Home Detention” or “EHD” means that Community Corrections program described in Section 3 of Exhibit B of this Agreement.
- C. “Jail Services Agreement” means that interlocal agreement dated \_\_\_\_\_, \_\_\_\_\_, between the CITY and the COUNTY for the provision of services at the COUNTY Jail.
- D. “Work Crew In Custody” or “WC In Custody” means that Community Corrections Program described in Section 3(a) of Exhibit B of this Agreement.
- E. “Work Crew Out of Custody” or “WC Out of Custody” means that Community Corrections Program described in Section 3(b) of Exhibit B of this Agreement.
- F. “Work Crews” means both Work Crew In Custody and Work Crew Out of Custody.
- G. “Work Education Release” or “WER” means that Community Corrections Program described in Section 3 of Exhibit B to this Agreement.

Section 2      Purpose

- A. The CITY from time to time desires to confine CITY Inmates in the COUNTY Jail. The purpose of this Agreement is to make a wider variety of sentencing options available to the CITY, which has contracted with the COUNTY for Jail services.
- B. In addition to Jail services provided to the CITY pursuant to separate contract and subject to availability, the COUNTY will make available to the CITY the following Community Corrections Programs:
- a. Electronic Home Detention;
  - b. Work Education Release; and

- c. Work Crew – In Custody.

### Section 3 Eligibility and Acceptance into Community Corrections Programs

A. CITY inmates held in the custody of the COUNTY may serve their time in a Community Corrections Program if Program services are available and if all of the following requirements are met:

- a. The CITY Inmate has been prescreened by the COUNTY for the purpose of assisting the court in its decision related to sentencing the offender to a Community Corrections alternative or confinement in the County Jail.
- b. The COUNTY has found that the CITY Inmate meets all statutory and Program Eligibility Requirements; and
- c. The CITY Inmate has been ordered into the Program by the CITY's Municipal Court.

B. CITY Inmates not held in the custody of the COUNTY may also serve their time in a Community Corrections Program if all of the above requirements are met.

C. Additionally, if a CITY Inmate who is sentenced to secure confinement meets the requirements set forth in Section 3(a) of Exhibit B, the CITY Inmate may be classified as a minimum security resident (MSR) and relocated as spelled out in Snohomish County Code 5.20.020.

D. If a CITY Inmate is sentenced or otherwise ordered into a Community Corrections Program by a court or courts on charges from multiple jurisdictions, the CITY will be billed for its fractional share (based on the number of jurisdictions) of the Program charges, PROVIDED, HOWEVER, that the COUNTY may refuse Program admission for a CITY Inmate if any of those multiple jurisdictions (other than the COUNTY) have not entered into an agreement in substantially the same form as this Agreement. For purposes of this subsection, the COUNTY will be considered the financially responsible jurisdiction for all State agency-filed misdemeanor and gross misdemeanor charges.

### Section 4 Transfers of CITY Inmates into the Community Corrections Program

- A. A CITY inmate meeting the eligibility requirements set forth in Section 3(A) of Exhibit B shall be transferred into the Community Corrections Program effective on the date agreed to by the CITY and the COUNTY in the following manner:
  - a. A CITY Inmate already in COUNTY custody will be transferred to the Program by the COUNTY; and

- b. A CITY Inmate not in COUNTY custody on the effective date of his or her transfer to the Program shall be transferred to the Program (1) by the CITY if the inmate is then in CITY custody or (2) by the CITY Inmate's presenting himself or herself to the COUNTY, in either case on the date and at the time and place agreed to by the CITY and the COUNTY.

Section 5      Termination of CITY Inmate from Community Corrections Program

- A. Once a CITY inmate is taken into a Community Corrections Program, the inmate shall remain in the Program for the remainder of his or her term of confinement, unless:
  - a. The CITY Municipal Court orders the CITY inmate terminated from the Program or otherwise amends its earlier order;
  - b. The CITY inmate is no longer eligible for, and is terminated by the COUNTY from, the Program. The termination decision shall be made by the COUNTY, in its sole discretion, and is not subject to review. An inmate who was previously found to be eligible may be found ineligible to continue in a Program either (1) because of actions by the inmate while within the Program (including but not limited to violation of rules established by the COUNTY or a new criminal conviction) or (2) due to newly discovered information which, if known to the COUNTY during initial screening, would have rendered the inmate ineligible on either statutory or Program grounds.
- B. A CITY Inmate who is terminated by the COUNTY from a Program shall
  - a. If then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, be taken into custody by the COUNTY and transported to the COUNTY Jail to serve the remainder of his or her term of confinement; or
  - b. If not then in the physical presence or custody of the COUNTY by virtue of his or her participation in a Program, become the immediate responsibility of the CITY for all purposes including, but not limited to, duty to apprehend.
- C. If the participation of a CITY Inmate in a Community Corrections Program is terminated by the COUNTY pursuant to Section 5(A)(b) of Exhibit B, the COUNTY shall notify the CITY and the CITY Municipal Court in writing within twenty-four (24) hours following the termination. Upon termination, the CITY shall be responsible for notifying the CITY Municipal Court and, if appropriate, seeking revision of the CITY Municipal Court's order. The COUNTY will contact the CITY Law Enforcement agency to notify them of the violation.
- D. In the event that a CITY Inmate is terminated from a Community Corrections

Program and is transferred to the COUNTY Jail pursuant to Section 5(b)(i) hereof, the CITY shall be billed for the day in which the transfer occurs pursuant to its Jail Services Agreement and not pursuant to this Agreement.

- E. In the event that the CITY inmate is terminated from a Community Corrections Program on a day in which he or she has not received services pursuant to this Agreement, the COUNTY shall not bill the CITY for that day.
- F. In addition to fees charged to the CITY pursuant to this Agreement, the COUNTY may also charge CITY Inmates directly for daily monitoring costs (as noted in the vendor contract) associated with their participation in a Program, i.e., for EHD and if applicable work release charges, at the same rate and under the same circumstances as COUNTY inmates are charged.

**CITY OF KIRKLAND****123 Fifth Avenue, Kirkland, WA 98033 425.828.1100**  
**www.ci.kirkland.wa.us****MEMORANDUM**

**To:** David Ramsay, City Manager

**From:** Daryl Grigsby, Public Works Director  
Ray Steiger, P.E., Capital Projects Manager

**Date:** October 6, 2009

**Subject:** DOWNTOWN TRANSIT CENTER — KING COUNTY DNR INTERAGENCY AGREEMENT

RECOMMENDATION:

It is recommended that Council approve the attached resolution authorizing the City Manager to sign an Interagency Agreement with the King County Department of Natural Resources (KCDNR) to provide for reimbursement for new waterline associated with the Downtown Transit Center. It is also recommended that an additional \$40,000 be added to the project budget for construction.

BACKGROUND DISCUSSION:

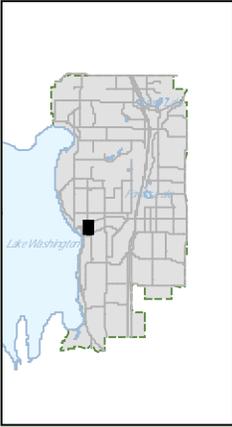
The pending construction of the new Downtown Transit Center by Sound Transit will require the reconstruction of a waterline that currently serves Third Street, Peter Kirk Park and adjacent properties. The waterline is being relocated in order to allow for the installation of sanitary sewer flowing to the KCDNR lift station at the northwest corner of the intersection of Third Street and Park Lane. The Kirkland Water Comprehensive Plan identifies this waterline to be increased in size from 8 inches to 12 inches, which is being done at this time; cost associated with the increase in size is Kirkland's responsibility.

The project is included in the 2009-2014 CIP with a Kirkland cost share of \$100,000. Through the design process it was determined that additional system upgrades were needed to help eliminate extensive water system shut-downs and to insure proper fire flow to downtown businesses during the relocation of the waterline in 3rd Street. Now that the bids have been opened for the Transit Center, the actual cost of the watermain replacement element (\$210,000) puts the City's share closer to \$140,000 (including a 10% contingency) for the upsizing and other system upgrades needed to better accommodate downtown businesses. The additional \$40,000 is recommended to be added to the budget with funds being available from water/sewer capital contingency (Attachment 3).

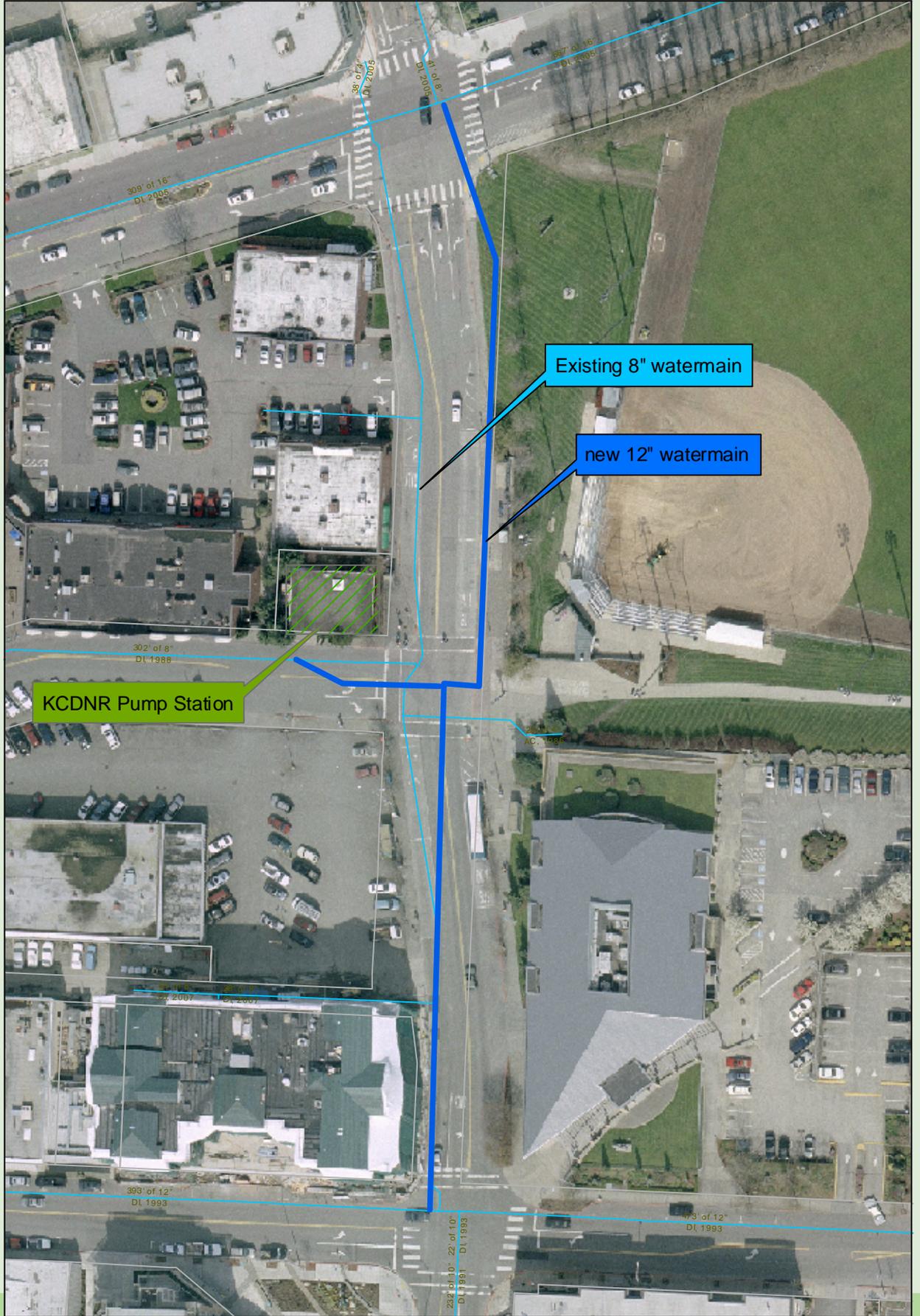
Attachments:

- 1 – Vicinity Map
- 2 – Project Budget Report
- 3 – Fiscal Note
- 4 – Resolution
- 5 – Interagency Agreement

# Third Street watermain upgrade



Vicinity Map  
0 5,750 11,500 17,250  
Feet



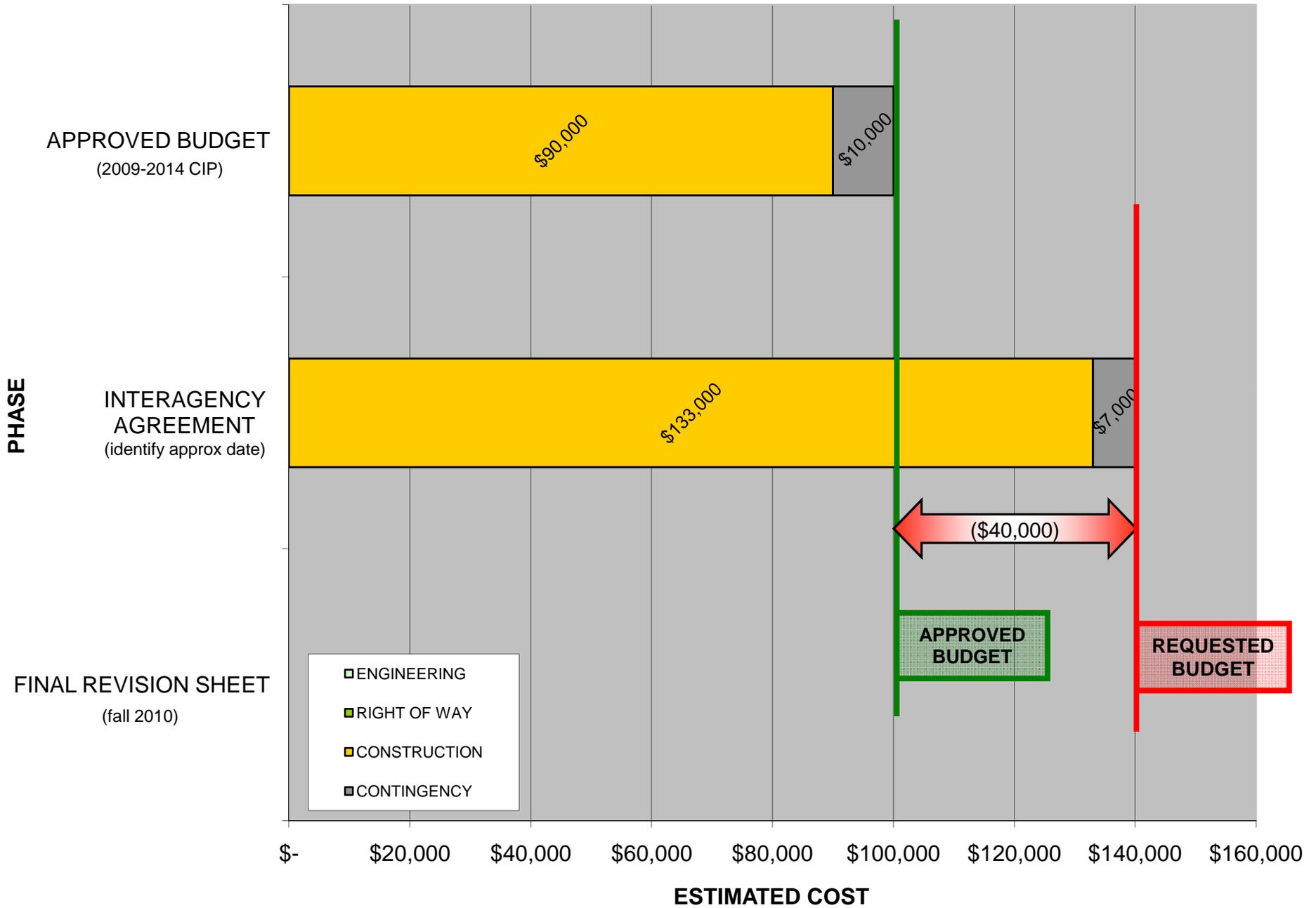
0 25 50 75  
Feet



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

(Third Street watermain upgrade -- WA 0142)

PROJECT BUDGET REPORT



**FISCAL NOTE**

CITY OF KIRKLAND

Source of Request							
Daryl Grigsby, Public Works Director							
Description of Request							
Request for additional funding of \$40,000 from the Water/Sewer Capital Contingency for the completion of a water main move and upgrade (replacement) that is being completed in connection with the Downtown Transit Center and King County's work on a sewer line and lift station in the vicinity. The replacement of the water main is an approved project in the Revised 2009-14 CIP for \$100,000. Bids have been received and exceed the project budget by \$40,000. Additional funding is necessary to complete the water main move and upgrade in connection with the other projects in the area.							
Legality/City Policy Basis							
Fiscal Impact							
<b>One-time use of \$40,000 of the Water/Sewer Capital Contingency.</b> The contingency is able to fully fund this request.							
Recommended Funding Source(s)							
<b>Reserve</b>	Description	2010 Est End Balance	Prior Auth. 2009-10 Uses	Prior Auth. 2009-10 Additions	Amount This Request	Revised 2010 End Balance	2010 Target
	Water/Sewer Capital Contingency	3,018,240	199,200	0	40,000	2,779,040	3,018,240
2009 Prior Authorized Uses include \$54,000 for the Supply Station #2 Improvements project, \$128,000 for the 2009 Water Systems Improvement project, and \$17,200 for water main replacement related to the NE 73rd Street Sidewalk project.							
<b>Revenue/Exp Savings</b>							
<b>Other Source</b>							
Other Information							
Prepared By	Sandi Hines, Financial Planning Manager				Date	September 23, 2009	

RESOLUTION R-4778

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERAGENCY AGREEMENT WITH THE KING COUNTY DEPARTMENT OF NATURAL RESOURCES (KCDNR) TO PROVIDE FOR RELOCATION AND MODIFICATION OF A CITY WATERMAIN.

WHEREAS, KCDNR is reconstructing their sanitary sewer pump station at the intersection of Third Street and Park Lane; and

WHEREAS, in preparation of the pump station reconstruction, KCDNR has requested that the City of Kirkland allow KCDNR to relocate an existing Kirkland watermain within Third Street; and

WHEREAS, Kirkland has plans to increase the size of the aforementioned watermain; and

WHEREAS, it is in the interest of both parties to complete the watermain work in association with the Downtown Kirkland Transit Center; and

WHEREAS, the Council finds that entering into this interagency agreement is in the public interest;

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 an interagency agreement substantially similar to the agreement attached hereto as Exhibit A with KCDNR authorizing reimbursement for certain costs associated with the watermain relocation and modification.

Passed by majority vote of the Kirkland City Council in open meeting this 6<sup>th</sup> day of October, 2009.

Signed in authentication thereof this 6<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
MAYOR

Attest:

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



## EXHIBIT A INTERAGENCY AGREEMENT

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### FOR INCORPORATION OF THE CITY OF KIRKLAND WATERMAIN IMPROVEMENT INTO THE KING COUNTY DEPARTMENT OF NATURAL RESOURCES DOWNTOWN KIRKLAND PUMP STATION UPGRADES PROJECT

The City of Kirkland (hereinafter the "City") a municipal corporation and King County, a political subdivision of the State of Washington through its King County Department of Natural Resources (hereinafter the "County"), hereinafter referred to as the "parties", do hereby agree as follows:

#### 1. PURPOSE

The purpose of this Agreement is to provide for the relocation and increased sizing (modification) of the City watermain and appurtenances along Third Street between Central Way and Kirkland Avenue, as identified on the water construction plans supplied by the County and to address construction of the County's new Kirkland Pump Station Project. The construction of the Kirkland Pump Station Project will require the County to relocate approximately 500 linear feet of an existing 8" watermain owned by the City. As part of that relocation, the City has requested that the County upsize the County's portion of relocated watermain from 8" to 12". The City has also requested that at the City's sole expense the remaining approximately 310 linear feet of watermain along 3<sup>rd</sup> Street be replaced and upsized with a new 12" watermain to accommodate increased City uses. The upsizing of the watermain from 8" to 12" will add approximately 30% to the County's costs for pipe materials, equipment, excavation and disposal for the County's portion of the relocated watermain. The watermain upsizing portion of the Kirkland Pump Station Project shall be referred to as the Watermain Modifications.

In order to minimize the overall impacts to the Community, the County is working with Sound Transit to coordinate the construction of utility improvements that will serve the new County Kirkland Pump Station with the construction of the Kirkland Transit Center/3<sup>rd</sup> Project. Sound Transit is willing to construct a section of sewer pipeline underneath 3<sup>rd</sup> Street between Central Way and Kirkland Avenue and a relocated potable water pipeline underneath 3<sup>rd</sup> Street between Central Way and Kirkland Avenue as part of the Kirkland Transit Center/3<sup>rd</sup> Project in order to minimize contractor and community disruption. King County and Sound Transit intend to enter into an agreement for such construction. In that agreement the Kirkland Transit Center/3<sup>rd</sup> Project is referred to as the Transit Center Project, and the sanitary and water system upgrades are referred to as the Utility Pipeline Work. The parties have determined that it is in their mutual best interest to coordinate the City Watermain Modifications with the Transit Center Project.

#### 2. THE WATERMAIN MODIFICATION PROJECT

The parties hereby agree that the plans for modifications to the City's watermain and appurtenances, including without limitation, appropriate connections for services, will be prepared by the County, reviewed by the City and incorporated in the plans for the Transit Center Project. The County, or its professional engineering representative, in accordance with the design standards set by the City will perform the City's modification design. The County's utilities and the City's Watermain Modifications are hereinafter collectively referred to as "the Utility Pipeline Work."

#### 3. THE CONSTRUCTION PROCEDURE

a. County Engineering and Design

The County shall be responsible for performing the engineering and design, however the City shall be responsible for all engineering and design costs associated with increasing the new watermain from eight inches to twelve inches in diameter. The watermain design and plans shall be performed by the County or its professional engineering representative and shall include the City's specifications, standard details and a separate bid item schedule in such a manner as to allow the identification of costs for the Watermain Modifications. The City has been provided with and has provided comments to the 30 % and 60% design plans and specifications for the Watermain Modifications. The City shall be provided with the 90% design phase watermain modification plans and specifications for review and comment. The City shall return its comments to the County no later than 30 calendar days after receipt by the City. The County shall incorporate these comments into the final watermain plans and specifications, and upon completion of the final design.

b. Contractor Selection

In a manner consistent with the terms of the County and Sound Transit's agreement, Sound Transit shall call for bids for the construction of the Utility Pipeline Work and shall provide the City with copies of the bid tabulation. Sound Transit shall select the lowest responsible bid for the Transit Center Project based on the lowest overall bid price for the Transit Center Project and shall enter into a contract with the successful contractor to construct the Utility Pipeline Work. Sound Transit shall administer the construction contract. The City shall assist Sound Transit in the administration of the contract by agreeing to review and return, with comments, all watermain related Contractor submittals, Requests for Information and Requests for Change Orders for the Watermain Modifications in accordance with the timeline set forth in the Transit Center Project construction Contract Documents for such responses. The City recognizes and acknowledges that any delays associated with such responses may result in claims and/or additional costs due to the Contractor.

c. Sound Transit as Contracting Agency

Sound Transit shall serve as the contracting agency during construction for the parties and shall generally manage and oversee the construction of the City's watermain relocation in conjunction with the Transit Center Project.

d. Change Orders

Sound Transit may approve changes in those parts of the construction contract providing for modifications of the watermain and appurtenances, provided that if any change order would change the nature of the modification work or would cause that portion of the contract price attributable to such modification work to increase by more than \$5000 or cumulatively more than two percent (2%) of the original contract amount attributable to the Watermain Modifications then the following procedure will be followed:

Prior to issuing a Change Order to the Contractor, Sound Transit will seek the agreement of the County and the City for any change to the Watermain Modifications.

City Agreement with Change Order. If the City agrees with the change order in its entirety, Sound Transit will issue the change order to the Contractor, and the City shall be liable for the amount of such change order that applies to the City's share of the Watermain Modifications.

City Partial Agreement with Change Order. If the City disputes any portion of the change order, then Sound Transit may issue the change order to the Contractor, and the City will be liable for the amount it does not dispute, with the disputed remainder being reserved for dispute resolution between the City, King County and Sound Transit as provided in Section 12 herein.

City Disagreement with Change Order. If the City disputes the entire change order, then Sound Transit may issue the change order to the Contractor, and the full amount of the disputed change order will be reserved for dispute resolution between the City, King County and Sound Transit as provided in Section 10 herein.

In the event of a claim by the Contractor(s), each party shall be responsible for its proportionate share based on its proportionate responsibility for the claim and each party shall be responsible for its own attorneys' fees and costs. PROVIDED THAT nothing in this Agreement shall be construed to make King County responsible for a Contractor claim, to the extent that it is caused by the actions, inactions or responsibilities of Sound Transit, the City, and/or their agents, employees or consultants. PROVIDED FURTHER THAT nothing in this Agreement shall be construed to make the City responsible for a Contractor claim, to the extent that it is caused by the actions, inactions or responsibilities of Sound Transit, King County and/or its agents, employees or consultants.

e. Payment Procedure

The County shall invoice the City as calculated in this Section. As of the current 90% design specifications and drawings for the Utility Work, the Watermain Modifications requested by the City consists of an additional approximately 310 LF attributable solely to the City (the City's 310 LF") plus the increased costs for pipe materials, equipment, excavation and disposal for upsizing the watermain from 8" to 12". The final amount may change between the 90% drawings and the actual contract documents. The City shall pay the actual per linear foot cost as shown on the bid documents for the City's 310 LF, the costs of relocation of other utilities necessitated by the City's 310 LF, plus 30% of the County's LF costs for, approximately 500 LF, to cover the increased costs of the upsizing from an 8" to a 12" watermain. The City shall pay the invoiced amount within thirty days of the receipt of such invoice. Any change order work associated with the City's portion of the Watermain Modifications shall be invoiced to the City. In accordance with section 3.d above, the City shall pay County for such work within thirty (30) days of the receipt of such invoice.

f. Payments to Contractor

Sound Transit shall make all disbursements to the Contractor.

g. Final Acceptance

That portion of the Contractor's work consisting of the City's watermain modification shall not be given final acceptance until it is approved in writing by the County and the City. Either party shall not unreasonably withhold approval for final acceptance hereto. The watermain and appurtenances shall become the property of the City upon final acceptance.

h. Staff Time, Costs, and Incidental Expenses

At all times material hereto, unless expressly included in this agreement, the parties shall separately bear their own staff time, engineering costs, attorneys fees and incidental expenses.

- i. In a manner consistent with the terms of the County and Sound Transit's agreement, Sound Transit shall segregate costs for the construction of the Utility Pipeline Work and shall provide the City with copies of the bid tabulation.

#### 4. CITY'S PERMITTING OF KIRKLAND PUMP STATION PROJECT

- a. The City has issued to Sound Transit a street use permit for use of a portion of Park Lane for the duration of the construction of the Transit Center Project. The City hereby also authorizes the assignment of that Street Use Permit from Sound Transit to the County and shall authorize the extension of the duration of the Street Use Permit until the County's substantial completion of the Kirkland Pump Station Project which is to commence at completion of the Transit Center and Utility Project Work.
- b. The City will charge Sound Transit permitting fees related only to the County's approximately 500 LF relocation of the existing eight inch watermain; the City will not charge permitting fees for the approximate 30% cost increase attributable to the increased sizing of the watermain from eight inches to twelve inches in diameter or the cost of the City's 310 LF.
- c. As part of the Kirkland Pump Station Project, the County will construct, operate and maintain certain improvements in the City-owned real property adjacent to Third Street between Central Way and Kirkland Avenue. Pursuant to City Resolution No. 3237, such real property has been dedicated by the City as public right of way. Therefore the County may construct, operate and maintain its improvements in such real property without cost or charge by the City.
- d. As part of the Transit Center Project, Sound Transit has requested that the County allow for Sound Transit's relocation of Transit Shelter Bay 4 to the east side of the King County Pump Station parcel. King County is willing to grant such request only so long as such use of King County property for Sound Transit receives full value and credit by the City as meeting applicable requirements in City of Kirkland Zoning Code Chapters 92, 95, 115 and 142.

#### 5. INDEMNIFICATION AND INSURANCE

- a. Sound Transit shall require the Contractor building the Transit Center Project to have the City of Kirkland, its officials, agents and employees named as an additional insured on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s) with the Sound Transit. The Contractor building the Project shall be required to maintain Builder's Risk Insurance and Public Liability Insurance.
- b. Sound Transit shall require Contractor building the Transit Center Project to indemnify, defend, and save harmless the City and its Commissioners, officers, agents, or employees from any claim, real or imaginary, filed against the City or its officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.
- c. Sound Transit shall require Contractor building the Transit Center Project to be solely and completely responsible for safety and safety conditions on the job site, including the safety

of all persons and property during performance of the work. Contractor shall comply with all applicable Federal, County, and State regulations, ordinances, orders, and codes regarding safety. The contractor's attention is directed to the requirements of the Washington Industrial Safety and Health Act, WISHA, RCW 49.17.

## 6. DURATION

This Agreement shall become effective immediately upon execution by the Parties hereto and shall remain in effect until completion of the Kirkland Pump Station Project unless terminated sooner, as provided herein.

## 7. TERMINATION

- a. The County has the right to terminate this Agreement by providing written notice to the City if the County determines not to undertake the Kirkland Pump Station Project or to discontinue the Kirkland Pump Station Project or if Sound Transit determines not to undertake the Transit Center Project or to discontinue said Project.
- b. The City has the right to terminate this Agreement only by providing written notice to the County prior to the award of the Transit Center construction contract, in which case the City shall be responsible for all costs authorized under Section 3.e incurred by the County and/or Sound Transit in executing the necessary contract changes to delete the Watermain and Appurtenance Modification Work.

## 8. NOTICES AND OTHER COMMUNICATIONS

Any notices required herein shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses listed below

City of Kirkland  
 Daryl Grigsby, Public Works Director  
 or his designee  
 123 Fifth Avenue  
 Kirkland, Washington 98033

King County Dept of Natural Resources  
 Jan K. Knudson, Project Manager  
 or her designee  
 201 South Jackson Street, Suite 0508  
 Seattle, Washington 98104

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Notices may also be given by facsimile transmission (provided the fax machine has printed a confirmation of receipt). All notices that are mailed shall be deemed received three (3) business days after mailing. All other notices shall be deemed complete upon actual receipt or refusal to accept delivery.

## 9. INTEGRATION AND MODIFICATION

This agreement constitutes the final and completely integrated agreement between the parties concerning its subject matter and it may be signed in counterparts without affecting the validity of this provision. No modification of this agreement or this section is valid unless in writing and signed by both parties.

## 10. ASSIGNMENT

Neither party to this Agreement shall transfer or assign any right nor obligation hereunder, except as provided in Section (3)(g) above, without the prior written consent of the other party.

#### 11. APPLICABLE LAW

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Washington and venue for any action hereunder shall be King County, State of Washington. may be signed in counterparts, and, if so signed, shall be deemed one integrated document.

#### 12. DISPUTE RESOLUTION

The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. The Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. In the event of a dispute, the disputing Party shall notify the other Party in writing of any problem or dispute which the disputing Party believes needs formal resolution. This written notice shall include: (1) a description of the issue to be resolved; (2) a description of the difference between the Parties on the issue; and (3) a summary of steps taken by the disputing Party to resolve the issue. The Parties shall meet within three (3) business days of receiving the written notice and attempt to resolve the dispute. In the event the Parties cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), then the City Manager or his/her designee and the County Director of Natural Resources and Parks or his/her designee shall meet within seven (7) business days of receiving notice and engage in good faith negotiations to resolve the dispute. The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted; provided that this requirement shall not apply if the applicable statute of limitations will run during the time that may be required to exhaust the procedural steps set forth above.

#### 13. INVALIDITY OR UNCONSTITUTIONALITY

If any section, sentence, clause or phrase of the Agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, the City and the County may mutually substitute a new provision to replace the invalidated section, sentence or clause to enable the Agreement to continue. If the City and the County agree that, accomplishing the purpose of the Agreement cannot be saved by such a revision, the Agreement will be deemed terminated as of the date of the finding of the invalidity or unconstitutionality and all costs incurred by the parties shall remain the responsibility of the parties having incurred them with the following exception: If such date of the finding occurs after construction has commenced on the watermain modification, and the work accomplished prior to the date of the finding is deemed acceptable for use by the City, the City shall reimburse the County for all expenses associated with the portion deemed acceptable for use.

The date of this Agreement is \_\_\_\_\_, 2009.

The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities. Execution of this Agreement by the undersigned representatives of the City has been authorized by Resolution No. \_\_\_\_\_ of the City of Kirkland.

CITY OF KIRKLAND

KING COUNTY DEPT OF NATURAL RESOURCES

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

\_\_\_\_\_  
Director

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
King County Attorney



## MEMORANDUM

**To:** Dave Ramsay, City Manager  
**From:** Tom Phillips, Building Services Manager  
**Date:** September 22, 2009  
**Subject:** ELECTRICAL CODE UPDATE

### Recommendation:

Staff recommends that the City Council adopt the attached Ordinance amending and repealing certain chapters of Title 21 of the Kirkland Municipal Code (KMC).

### Background and Discussion:

The KMC establishes the adoption of the Kirkland Electrical Code which is based on the National Electrical Code (NEC). Every three years the NEC is updated and a new edition is published. RCW 19.28.010(3) requires cities that enforce the electrical code to adopt a code that is equal, higher or better than the State Electrical Code, which is also based on the NEC. The State has already adopted and amended the 2008 NEC while Kirkland's electrical code is still based on the 2005 NEC.

MyBuildingPermit.com and the Washington Association of Building Officials formed a committee to review electrical code adoption options. The electrical committee had participation from Bellevue, Bellingham, Burien, Des Moines, Kirkland, King County, Lacey, Longview, Marysville, Mercer Island, Olympia, Redmond, Renton, SeaTac, Seattle and Vancouver. The committee compared the 2008 NEC to the most current State rules and to regional concerns. Through this unprecedented effort, "The Washington Cities Electrical Code" was created. This new code provides cities with a document that complies with RCW 19.28.010(3) and offers the following advantages:

- It is written in the same format as the NEC and clearly indicates which article of the NEC is amended eliminating any conflict between a State rule and the NEC.
- The format will allow the creation of insert pages that can be inserted in the applicable pages of the NEC allowing the code official and the contractor to have a clear understanding of the code amendments.
- The Washington Cities Code will provide consistency among the cities that adopt it.

This ordinance modifies the existing KMC to adopt "The Washington Cities Electrical Code" along with amendments to KMC Chapter 21.06, the administrative provisions, so as to be consistent with other cities in the region. It also repeals KMC Chapter 21.04 which provides additional general administrative provisions, some of which are duplicative and potentially in conflict with the specific administrative provisions in various chapters of Title 21 of the KMC. The necessary administrative provisions from Chapter 4 have been imported into each applicable chapter of Title 21.

The two most significant changes to the proposed new Kirkland Electrical Code are:

### **Arc Fault Circuit Interrupters (AFCI)**

AFCIs are special circuit breakers that can detect arcing in a circuit causing the breaker to trip and shut off power to that circuit. Traditional circuit breakers trip when the circuit current exceeds the rating of the breaker; typically 15 amps or 20 amps for a bedroom. An arc is created when there is a loose connection in the circuit. This could be a broken wire or a loose connection. The arc does not produce high current so a traditional breaker will not trip, but left uncorrected, it can produce enough heat to cause a fire. There are more than 50,000 residential electrical fires every year in the US. Most of these electrical fires could be prevented by using AFCIs.

The 2008 edition of the NEC now requires all general purpose circuits of a house to be protected with AFCIs. However, Washington State has recently amended the 2008 NEC to exclude the AFCI requirement for the entire house and limits them to only bedrooms, citing economic concerns. The typical cost for a new house to have the additional AFCIs installed would be \$150 to \$200. The electrical committee feels that there is enough fire data to indicate that the installation of AFCI's is a cost effective way to prevent residential electrical fires. This is one of the few instances where the Cities Electrical Code will be more restrictive than the State's code.

At the January 15, 2009 Public Safety Committee meeting, this issue was discussed and the committee decided unanimously to endorse adoption of the new electrical code with the AFCI protection required for the entire house.

### **Tamper Resistant Receptacles**

The 2008 NEC now requires tamper resistant receptacles throughout all new houses. This is meant to prevent the accidental shock of children by sticking objects into the receptacle. The openings in the receptacles remain closed unless both prongs of a cord cap are inserted at the same time.

ORDINANCE 4208

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING AND REPEALING CERTAIN CHAPTERS IN TITLE 21 OF THE KIRKLAND MUNICIPAL CODE (KMC) RELATING TO BUILDINGS AND CONSTRUCTION.

WHEREAS, Title 21 of the Kirkland Municipal Code provides regulations governing building and construction in Kirkland, including but not limited to electrical and administrative regulations; and

WHEREAS, RCW 19.28 requires cities that enforce an electrical code to adopt a code that is equal to, higher or better than the state electrical code; and

WHEREAS, Kirkland's electrical code contained in Chapter 6 of Title 21 is based on the 2005 National Electrical Code (NEC) while the state has adopted and amended the 2008 NEC, which means Kirkland's electrical code may no longer be equal to, higher or better than the state's code; and

WHEREAS, the MyBuildingPermit.com organization and the Electrical Committee of the Washington Association of Building Officials have created a new code called the Washington Cities Electrical Code which is also based on the 2008 NEC but amends it in a manner that better addresses the concerns of cities while still remaining equal to, better or higher than the state's code and should therefore be adopted as Kirkland's electrical code; and

WHEREAS, Chapter 4 of Title 21 provides general administrative provisions some of which are duplicative or in conflict with the specific administrative provisions in the various chapters of Title 21 and should therefore be repealed with the necessary administrative provisions from Chapter 4 imported into each chapter of Title 21; and

WHEREAS, references throughout the Title to Code should instead be references to the chapter within which they appear;

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

Section 1. Chapter 21.04 of the KMC is hereby repealed.

Section 2. Chapter 21.06 of the KMC is hereby amended as follows:

**21.06.020 Scope.**

(a) This ~~code~~ chapter establishes the administrative, organizational and enforcement rules and regulations for the technical codes which regulate site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment within the corporate limits of the city. The provisions of this ~~code~~ chapter shall apply to the administration of the

~~following~~ technical codes ~~as adopted by the state of Washington and as listed:~~

- (1) 2006 International Building Code—Chapter 51-50 WAC;
- (2) 2006 International Residential Code—Chapter 51-51 WAC;
- (3) 2006 International Mechanical Code—Chapter 51-52 WAC;
- (4) 2006 National Fuel Gas Code (NFPA 54)—Chapter 51-52 WAC;
- (5) ~~2005 National~~ Kirkland Electrical Code;
- (6) 2004 Liquefied Petroleum Gas Code (NFPA 58)—Chapter 51-52 WAC;
- (7) 2006 International Fuel Gas Code—Chapter 51-52 WAC;
- (8) 2006 Uniform Plumbing Code—Chapters 51-56 and 51-57 WAC.

#### **21.06.025 Definitions.**

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section or in the definitions provisions of the technical codes. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third International Dictionary of the English Language, Unabridged, latest edition, shall be considered as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

(1) "Action" means a specific response complying fully with a specific request by the jurisdiction.

(2) "Existing building" means a building erected prior to the adoption of ~~this~~ the current building code, or one for which a legal building permit has been issued and finalized.

(3) "Building service equipment" means and refers to the plumbing, mechanical and electrical equipment including piping, wiring, fixtures, and other accessories which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting, and transportation facilities essential to the occupancy of the building or structure for its designated use.

(4) "Complete response" means an adequate response to all requests from city staff in sufficient detail to allow the application to be processed.

(5) "Dangerous building code" means the 1997 Uniform Code for the Abatement of Dangerous Buildings promulgated by the International Council of Building Officials as adopted by the jurisdiction.

(6) "Energy code" means the Washington State Energy Code promulgated by the Washington State Building Code Council as adopted by the city.

(7) "Housing code" means the 1997 Uniform Housing Code promulgated by the International Council of Building Officials as adopted by the city.

(8) "IBC" means the latest edition of the International Building Code promulgated by the International Code Council as adopted by the city.

(9) "IMC" means the latest edition of the International Mechanical Code promulgated by the International Code Council as adopted by the city.

(10) "IRC" means the latest edition of the International Residential Code promulgated by the International Code Council as adopted by the city.

(11) "NEC" means the latest edition of the National Electrical Code promulgated by the National Fire Protection Association as adopted by the city.

(12) "Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.

(13) "Shall," as used in this chapter, is mandatory.

(14) "Technical codes" are the codes, appendices and referenced code standards adopted by the jurisdiction.

(15) "UPC" means the latest edition of the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials as adopted by the jurisdiction.

(16) "Valuation" or "value," used in computing the plan review and permit (inspection) fees, means the total value of all construction work, including labor and materials, for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems, or any other permanent work or permanent equipment.

(17) "VIAQ" means the Washington State Ventilation and Indoor Air Quality Code promulgated by the Washington State Building Code Council, as adopted by the jurisdiction.

#### **21.06.040 Referenced codes.**

The codes listed in Sections 21.06.045 through 21.06.085 and referenced elsewhere in this ~~code~~ chapter shall be considered part of the requirements of this ~~code~~ chapter to the prescribed extent of each such reference.

#### **21.06.085 Electrical.**

~~The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. The provisions of the Kirkland Electrical Code applies to the installation of electric conductors, electric equipment and additions, alterations, modifications, or repairs to existing electrical installations for the following:~~

(a) Electric conductors, electric equipment, and electrical raceways installed within or on public and private buildings, property or other structures.

(b) Signaling and communications conductors and equipment, telecommunications conductors and equipment, fiber optic cables, and raceways installed within or on public and private buildings, property or other structures.

(c) Yards, lots, parking lots, and industrial substations.

(d) Temporary electrical installations for use during the construction of buildings.

(e) Temporary electrical installations for carnivals, conventions, festivals, fairs, traveling shows, the holding of religious services, temporary lighting of streets, or other approved uses.

(f) Installations of conductors and equipment that connect to a supply of electricity.

(g) All other outside electrical conductors on the premises.

(h) Optional standby systems derived from portable generators.

*Exception: Installations under the exclusive control of electric utilities for the purpose of communication, transmission, and distribution of electric energy located in buildings used exclusively by utilities for such purposes or located outdoors on property owned or leased by the utilities or on public highways, streets, roads, etc., or outdoors by established rights on private property.*

It is the intent of this section that this code covers all premises' wiring or wiring other than utility owned metering equipment, on the load side of the service point of buildings, structures, or any other premises not owned or leased by the utility. Also, it is the intent that this code covers installations in buildings used by the utility for purposes other than listed in above, such as offices buildings, warehouses, garages, machine shops, and recreational buildings which are not an integral part of a generating plant, substation, or control center.

#### **21.06.090 ~~General~~ Applicability.**

(a) General. Where, in any specific case, different sections of this code chapter specify different materials, methods of construction or other requirements, the most restrictive shall govern except that the hierarchy of the codes named in Chapter 19.27 RCW shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) New Installations. This chapter applies to new installations.

Exception: If an electrical, plumbing or mechanical permit application is received after this chapter has taken effect, but is associated with a building permit application received prior to the effective date of the ordinance codified in this chapter, all applicable codes adopted and in force at the time of a complete building permit application will apply.

(c) Existing installations. Lawfully installed existing installations that do not comply with the provisions of this chapter shall be permitted to be continued without change, except as is specifically covered in this chapter, the International Fire Code or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Where changes are required for correction of hazards, a reasonable amount of time shall be given for compliance, depending on the degree of the hazard.

(d) Maintenance. Building and structures, including their electrical, plumbing and mechanical systems, equipment, materials and

appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by this chapter shall be maintained in compliance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the systems and equipment. To determine compliance with this provision, the code official shall have the authority to require that the systems and equipment be re-inspected.

(e) Additions, alterations, modifications or repairs. Additions, alterations, modifications or repairs to a building or structure or to the electrical, plumbing or mechanical system(s) of any building, structure, or premises shall conform to the requirements of this chapter without requiring those portions of the existing building or system not being altered or modified to comply with all the requirements of this chapter. Installations, additions, alterations, modifications, or repairs shall not cause an existing building to become unsafe or to adversely affect the performance of the building as determined by the building official or designated representative. Electrical wiring added to an existing service, feeder, or branch circuit shall not result in an installation that violates the provisions of the code in force at the time the additions were made.

#### **21.06.095 Other laws.**

The provisions of this ~~code~~ chapter shall not be deemed to nullify any provisions of local, state or federal law.

#### **21.06.100 Application of references.**

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this ~~code~~ chapter.

#### **21.06.110 Partial invalidity.**

In the event that any part or provision of this ~~code~~ chapter or a technical code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

#### **21.06.115 Existing structures.**

The legal occupancy of any structure existing on the date of adoption of the technical codes shall be permitted to continue without change, except as is specifically covered in this ~~code~~ chapter, the International Fire Code, or as is deemed necessary by the building official or fire official for the general safety and welfare of the occupants and the public.

#### **21.06.117 Moved buildings, electrical.**

(a) Nonresidential buildings or structures moved into the City must be inspected to ensure compliance with current requirements of this chapter.

(b) Residential buildings or structures wired in the U.S., to NEC requirements, and moved into the City must be inspected to ensure compliance with the NEC requirements in effect at the time and place the original wiring was made. The building or structure must be inspected to ensure compliance with all current requirements of Chapter 19.28 RCW and the rules developed by the department if:

1. The original occupancy classification of the building or structure is changed as a result of the move; or

2. The building or structure has been substantially remodeled or rehabilitated as a result of the move.

(c) Residential buildings or structures wired in Canada to Canadian Electrical Code (CEC) standards and moved into the City must be inspected to ensure compliance with the following minimum safety requirements:

1. Service, service grounding, and service bonding must comply with this chapter.

2. Canadian Standards Association (CSA) listed Type NMD cable is allowed with the following qualifications:

A. CSA listed Type NMD cable, American Wire Gauge #10 and smaller installed after 1964 utilizing an equipment grounding conductor smaller than the phase conductors, must be:

i. Replaced with a cable utilizing a full-size equipment grounding conductor; or

ii. Protected by a ground fault circuit interrupter protection device.

B. CSA listed Type NMD cable, #8 AWG and larger, must:

i. Utilize an equipment grounding conductor sized according to the requirements of the NEC in effect at the time of the installation;

ii. Be protected by a ground fault circuit interrupter protection device; or

iii. Be replaced.

3. Other types of wiring and cable must be:

A. Replaced with wiring listed or field evaluated in accordance with U.S. standards by a laboratory approved by the department; or

B. Protected by a ground fault circuit interrupter protection device and arc fault circuit protection device.

4. Equipment, other than wiring or panelboards, manufactured and installed prior to 1997 must be listed and identified by laboratory labels approved by the department or CSA labels.

5. All panelboards must be listed and identified by testing laboratory labels approved by the department with the following qualifications:

A. CSA listed panelboards labeled "Suitable for Use as Service Equipment" will be considered to be approved as "Suitable for Use only as Service Equipment."

B. CSA listed panelboards must be limited to a maximum of 42 circuits.

C. CSA listed panelboards used as lighting and appliance panelboards as described in the NEC, must meet all current requirements of the NEC and this chapter.

6. Any wiring or panelboards replaced or changed as a result of the move must meet current requirements of Chapter 19.28 RCW and this chapter.

7. The location, type, and ground fault circuit interrupter protection of receptacles and equipment in a bathroom, kitchen, basement, garage, or outdoor area must meet the Washington requirements in effect at the time the wiring was installed.

8. 4, 15-ampere, kitchen small appliance circuits will be accepted in lieu of 2, 20-ampere, kitchen small appliance circuits. Receptacles will not be required to be added on kitchen peninsular or island counters.

9. Spacing requirements for all other receptacles must meet the Washington requirements in effect at the time the wiring was installed.

10. Receptacles installed above baseboard or fixed wall space heaters must be removed and the outlet box covered with a blank cover. The receptacle is required to be relocated as closely as possible to the existing location.

11. Lighting outlet and switch locations must meet the Washington requirements in effect at the time the wiring was installed.

12. Dedicated 20-ampere small appliance circuits are not required in dining rooms.

13. Electric water heater branch circuits must be adequate for the load.

14. The location, type, and circuit protection of feeders must meet the Washington requirements in effect at the time the wiring was installed.

#### **21.06.140 Applications and permits.**

The building official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings, structures and building service systems and equipment, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this chapter and the technical codes.

#### **21.06.170 Liability.**

The building official or employee charged with the enforcement of this chapter and the technical codes, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this ~~code~~ chapter or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this ~~code~~ chapter shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this ~~code~~ chapter and the technical codes.

**21.06.205 Required.**

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code chapter or one of the technical codes, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. A separate permit is required for each building or structure.

Exception: when deemed appropriate by the building official, accessory buildings and structures may be included under the permit of the main building or structure.

**21.06.215 Work exempt from permit.**

Exemptions from permit requirements of this code chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of the technical codes or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

**(1) Building.**

(A) One-story detached accessory structures used as tool and storage sheds, tree-supported play structures, playhouses and similar uses, provided the floor area does not exceed one hundred and twenty square feet.

(B) Fences not over six feet high.

(C) Oil derricks.

(D) Retaining walls which are not over four feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

(E) Water tanks supported directly on grade if the capacity does not exceed five thousand gallons and the ratio of height to diameter or width does not exceed two to one.

(F) Sidewalks and driveways associated with residential buildings constructed under the provisions of the IRC.

(G) Decks, associated platforms and steps accessory to residential buildings constructed under the provisions of the IRC which are not more than thirty inches above adjacent grade and not over any basement or story below.

(H) In-kind re-roofing of one- and two-family dwellings, provided the roof sheathing is not removed or replaced.

(I) Painting, ~~nonstructural wood or vinyl siding~~, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

(J) Temporary motion picture, television and theater stage sets and scenery.

(K) Prefabricated swimming pools accessory to a one- and two-family dwelling, which are less than twenty-four inches deep, do not exceed five thousand gallons and are installed entirely above ground.

~~(L) Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.~~

(M) Swings, slides and other similar playground equipment.

(N) Window awnings supported by an exterior wall of one- and two-family dwellings which do not project more than fifty-four inches from the exterior wall and do not require additional support.

(O) Like-for-like replacement of windows in an IRC structure.

(P) Nonfixed and movable cases, counters and partitions not over five feet, nine inches in height.

(Q) Satellite earth station antennas six and one-half feet or less in diameter or diagonal in zones other than residential zones.

(R) Satellite earth station antennas three and one-quarter feet or less in diameter in residential zones.

(S) Video programming service antennas three and one-quarter feet or less in diameter or diagonal dimension, regardless of zone.

(T) Removal or installation of nonstructural wood or vinyl siding on IRC structures.

**(2) Electrical.**

(A) Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by the National Electrical Code;

(B) Repair or replacement of fixed motors, transformers or fixed approved appliances or devices rated fifty amps or less which are like-in-kind in the same location;

(C) Temporary decorative lighting; when used for a period not to exceed ninety days and removed at the conclusion of the ninety-day period;

(D) Repair or replacement of current-carrying parts of any switch, conductor or control device which are like-in-kind in the same location;

(E) Repair or replacement of attachment plug(s) and associated receptacle(s) rated fifty amperes or less which are like-in-kind in the same location;

(F) Repair or replacement of any over current device which is like-in-kind in the same location;

(G) Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems;

(H) Removal of electrical wiring;

(I) Telecommunication outlet installations within individual dwelling units;

(J) Listed wireless security systems where power is supplied by a listed Class 2 plug-in transformer installed within dwelling units;

(K) The installation, alteration or repair of electrical wiring, apparatus or equipment or the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility;

(L) Portable generators rated at four thousand watts or less;

(M) Travel trailers;

(N) Like-in-kind replacement of a: contactor, relay, timer, starter, circuit board, or similar control component; household appliance; circuit breaker; fuse; residential luminaire; lamp; snap switch; dimmer;

receptacle outlet; thermostat; heating element; luminaire ballast with an exact same ballast; component(s) of electric signs, outline lighting, skeleton neon tubing when replaced on-site by an appropriate electrical contractor and when the sign, outline lighting or skeleton neon tubing electrical system is not modified; ten horsepower or smaller motor; and induction detection loops described in WAC 296-46B-300(2) and used to control gate access devices.

**(3) Mechanical.**

- (A) Portable heating, cooking, or clothes drying appliances.
- (B) Portable ventilation equipment.
- (C) Portable cooling unit.
- (D) Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code chapter.
- (E) Replacement of any part which does not alter its approval or make it unsafe.
- (F) Portable evaporative cooler.
- (G) Self-contained refrigeration system containing ten pounds or less of refrigerant and actuated by motors of one horsepower or less.
- (H) Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

**(4) Plumbing.**

- (A) The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe; provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code chapter.
- (B) The clearing of stoppages.
- (C) Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

**21.06.230 Application for permit.**

For other than on-line permits, to obtain a permit, the applicant shall first submit a complete application in writing on a form furnished by the building department for that purpose. Such application shall include:

- (1) A description of the work to be covered by the permit for which application is made.
- (2) The use and occupancy for which the proposed work is intended.
- (3) A legal description of the property upon which the project is located.
- (4) The street address of the property.
- (5) The tax parcel number.
- (6) The property owner's name, address, and phone number.
- (7) The prime contractor's business name, address, phone number, current state contractor registration number.
- (8) The valuation of the proposed work.

(9) Proof of a potable water supply for buildings requiring potable water.

(10) Construction documents and other information as required in Article VI.

Exception: The above information is required for building permits, but may not be required for other types of permits such as plumbing, electrical, mechanical, sign, LSM and roofing.

(11) For building projects valued at over five thousand dollars, either:

(A) The name, address and phone number of the office of the lender administering the interim construction financing, if any; or

(B) The name, address and phone number of the office of the lender administering the interim construction financing, if any; or the name and address of the firm that has issued a payment bond, if any, on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than fifty percent of the total amount of the construction project; provided, that if any of this information is not available at the time the application is submitted, the applicant shall so state and the lack of said information shall not cause the application to be deemed incomplete for the purposes of this section. However, the applicant shall provide the remaining information prior to the permit being issued.

#### **21.06.240 Action on application.**

(a) The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this ~~code~~ chapter and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable.

(b) Revisions to the submittal documents, not requested by the city, may be accepted by the city, however the revisions may result in additional fees being assessed. Substantial revisions may require a new permit application be submitted as determined by the building official.

(c) Before a permit is issued, the code official is authorized to inspect and approve the systems, equipment, buildings, devices, premises and spaces or areas to be used.

#### **21.06.250 Validity of permit.**

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this ~~code~~ chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this ~~code~~ chapter or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction

of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this ~~code~~ chapter or of any other ordinances of this jurisdiction.

#### **21.06.255 Permit expiration.**

(a) Every building permit and its associated ancillary permits issued for an IRC permitted structure or for a tenant space within an existing building shall expire in two years from the date of issuance.

(b) Every LSM permit and every building permit and its associated ancillary permits issued for a commercial, educational, institutional, multifamily, public, industrial or similar structure shall expire in three years from the date of issuance.

(c) Sign permits and electrical, mechanical, and plumbing permits not associated with a building permit shall expire one year from the date of issuance.

(d) The building official may grant a thirty-day extension of time for permits when only the final inspection is remaining and all other work has been approved.

(e) It is a violation of this chapter to allow a permit to expire without first obtaining an approved final inspection.

#### **21.06.260 Suspension or revocation.**

The building official is authorized to suspend or revoke a permit issued under the provisions of this ~~code~~ chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this ~~code~~ chapter.

#### **21.06.270 ~~Construction documents~~ General.**

Construction documents, statement of special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the state of Washington. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this ~~code~~ chapter.

#### **21.06.275 Information on construction documents.**

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this ~~code~~ chapter and relevant laws, ordinances,

rules and regulations. The plans must include the relevant items listed in this section and any other information or documents deemed necessary by the building official.

**(A) Building**

**(1) ~~21.06.280~~ Fire protection system shop drawings.**

Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code chapter and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC. Shop drawings shall be prepared by a certified individual as required by the state of Washington.

**(2) ~~21.06.285~~ Means of egress.**

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code chapter. In occupancies within the scope of the International Building Code, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

**(3) ~~21.06.290~~ Exterior wall envelope.**

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code chapter. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Exception: Subject to the approval of the building official, one- and two-family dwellings and private garages may be exempt from the detailing requirements of this section.

**(4) ~~21.06.295~~ Site plan.**

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, significant trees, distances from lot lines, easements, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

**(B) ~~21.06.300~~ Electrical construction documents.**

~~(a) Plan review is a part of the electrical inspection process; its primary purpose is to determine that electrical loads, conductors, and equipment are calculated and sized according to the proper NEC article or section, the classification of hazardous locations, and proper design of emergency and legally required standby systems. Two sets of construction documents shall be submitted with each application for an electrical permit for the following installations:~~

~~(1) Installations of services or feeders rated four hundred amperes or over.~~

~~Exception: Construction documents shall not be required for one and two family dwellings.~~

~~(2) Installations of switches or circuit breakers rated four hundred amperes or over.~~

~~Exception: Plans and specifications shall not be required for one and two family dwellings.~~

~~(3) Any proposed installation which cannot be adequately described in the application form.~~

~~(4) Installation of electrical generators greater than four thousand watts.~~

~~(5) All educational, institutional, and health care or personal care occupancies classified or defined in WAC 296-46B-901(13).~~

~~(6) All electrical installations in hazardous areas as defined by the currently adopted National Electrical Code.~~

~~(b) Construction documents shall be drawn to a clearly indicated and commonly accepted scale of not less than one eighth inch to one foot, upon suitable material. Plans shall indicate the nature and extent of the work proposed and shall show in detail that the installation will conform to the provisions of this code. All electrical work shall be readily distinguishable from other mechanical work. If plans are incomplete, unintelligible or indefinite, the building official may reject or refuse to examine such plans or may require the plans to be prepared by a licensed electrical engineer, even though a plan examination fee has been paid.~~

~~(c) Classification and definition of educational, institutional, health or personal care and licensed day care occupancies shall be as defined in WAC 296-46B-901(13) and is hereby adopted as part of this code.~~

~~(d) All electrical plans for the following installations shall be prepared by, or under the direction of, an electrical engineer registered under Chapter 18.43 RCW, and Chapters 180-29, 246B-320, and 388-97 WAC. All electrical plans must bear the engineer's stamp and signature.~~

~~(1) All educational facilities, hospitals and nursing homes;~~

~~(2) All services or feeders rated one thousand six hundred amperes or larger;~~

~~(3) All installations identified in the National Electrical Code requiring engineering supervision;~~

~~(4) As required by the building official for installations which by their nature are complex, hazardous or pose unique design problems.~~

~~(e) Construction documents shall include the following information:~~

- ~~(1) The proposed use or occupancy of the various portions of the building or rooms in which the installation is to be made;~~
- ~~(2) A complete riser diagram;~~
- ~~(3) The calculated load schedule and demand factor selected for each branch circuit, feeder, sub-feeder, main feeder and service;~~
- ~~(4) Panel and branch circuit schedules showing individual branch circuit loads, total demand load and connected load;~~
- ~~(5) Fault current calculations and listed interrupting rating for each service and/or feeder;~~
- ~~(6) A key to all symbols used;~~
- ~~(7) Letters and numbers designating mains, feeders, branch circuits and distribution panels;~~
- ~~(8) Wattage, number of sockets and type of lighting fixture;~~
- ~~(9) Wattage and purpose of all other outlets;~~
- ~~(10) Voltage at which the equipment will operate;~~
- ~~(11) Identification of wire sizes, insulation type, conduit type and sizes;~~
- ~~(12) Other information as may be required by the plans examiner.~~

**(1) Electrical Engineer.** Electrical plans for the following installations shall be prepared by, or under the direction of an electrical engineer registered under Chapter 18.43 RCW, and Chapters 180-29, 246B-320, and 388-97 WAC. All electrical plans must bear the engineer's stamp and signature.

- (a) All educational facilities, hospitals and nursing homes;
- (b) All services or feeders rated 1,600 amperes or larger;
- (c) All installations identified in the National Electrical Code requiring engineering supervision;
- (d) As required by the building official for installations which by their nature are complex, hazardous or pose unique design problems.

**(2) Information on construction documents.** Construction documents shall identify the name and classification of the facility and clearly show the electrical installation or alteration in floor plan view, include all switchboard and panelboard schedules and when a service or feeder is to be installed or altered, must include a riser diagram, load calculation, fault current calculation, and interrupting rating of equipment.

**(3) Penetrations.** Construction documents shall indicate where penetrations will be made for electrical systems and shall indicate the materials and methods for maintaining required structural safety, fire-resistance rating and fireblocking.

**(4) Load calculations.** Where an addition or alteration is made to an existing electrical system, an electrical load calculation shall be prepared to determine if the existing electrical service has the capacity to serve the added load.

(5) Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The code official is permitted to waive or modify the requirement for a site plan where the application for permit is for alteration or repair or where otherwise warranted.

(6) Plan review required. Electrical plan review is required for all new or altered electrical projects in the following occupancies and/or installations:

(a) Educational, institutional, or health care facilities/buildings as follows:

- (1) Hospital
- (2) Nursing home unit or long-term care unit
- (3) Boarding home
- (4) Assisted living facility
- (5) Private alcoholism hospital
- (6) Alcoholism treatment facility
- (7) Private psychiatric hospital
- (8) Maternity home
- (9) Ambulatory surgery facility
- (10) Renal hemodialysis clinic
- (11) Residential treatment facility for psychiatrically impaired children and youth
- (12) Adult residential rehabilitation center
- (13) Educational facilities
- (14) Institutional facilities

Exception: Electrical Plan review is not required for the above educational, institutional, or health care facilities buildings where:

- (a) Lighting specific projects that result in an electrical load reduction on each feeder involved in the project;
- (b) Low voltage systems;
- (c) Modification to existing electrical installations where all of the following conditions are met:
  - (i) Service or distribution equipment involved is rated 100 amperes or greater and does not exceed 250 volts;
  - (ii) Does not involve emergency systems other than listed unit equipment per NEC 700.12(F);
  - (iii) Does not involve branch circuits or feeders of an essential electrical system as defined in NEC 517.2; and

- (iv) Service and feeder load calculations are increased by 5% or less.
- (d) Stand-alone utility fed services that do not exceed 250 volts, 100 amperes where the project's distribution system does not include:
  - (i) Emergency systems other than listed unit equipment per NEC 700.12(F);
  - (ii) Critical branch circuits or feeders as defined in NEC 517.2, or
  - (iii) A required fire pump system.
- (b) Alterations in non-residential occupancies 2,500 square feet and greater.
- (c) Installations in occupancies, except one and two family dwellings, where a service or feeder rated 100 amperes or greater is installed or altered or if more than 100 amperes is added to the service or feeder.
- (d) All work on electrical systems operating at/over 600 Volts
- (e) All commercial generator installations or alterations
- (f) All work in areas determined to be hazardous (classified) location by the NEC.
- (g) If 60% or more of luminaires change.
- (h) Installations of switches or circuit breakers rated four hundred amperes or over except for one and two family dwellings.
- (i) Wind driven generators.
- (j) Solar photovoltaic systems.
- (k) Any proposed installation which cannot be adequately described in the application form.

### **(C) Plumbing**

Plans must be submitted for review and approval whenever the scope of the work is too complex for inspection alone as determined by the building official.

### **(D) Mechanical**

Plans must be submitted for review and approval whenever the scope of the work is too complex for inspection alone as determined by the building official.

### **21.06.333 Examination of Documents.**

The code official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this chapter and other pertinent laws or ordinances.

### **21.06.370 Electrical.**

(a) If the building official finds that the safety of life and property will not be jeopardized, permits may be issued for temporary electrical installations for use during the construction of buildings or for

carnivals, conventions, festivals, fairs, the holding of religious services, temporary lighting of streets, or other approved uses. Permission to use such temporary installation shall not be granted for a length of time greater than ninety days, except that a permit for a temporary installation to be used for constructing of a building may be issued for the period of construction. Should such temporary lighting be over the street area, the proper authorization for such use of the street must first be obtained.

(b) All such temporary installations shall be made in accordance with the requirements of this ~~code~~ chapter; provided, that the building official may permit deviations which will not permit hazards to life or property; and further provided, that whenever such hazards are deemed by the building official to exist, the building official may at once rescind or cancel the permit covering such installation and disconnect, or order the disconnection of all energy to such equipment.

#### **21.06.375 Conformance.**

Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this ~~code~~ chapter as necessary to ensure the public health, safety and general welfare.

#### **21.06.400 Building permit valuations.**

The applicant for a permit shall provide an estimated permit value at time of application. The determination of value or valuation under any of the provisions of this ~~code~~ chapter shall be made by the building official.

#### **21.06.415 Refunds.**

The building official may authorize refunding of not more than eighty percent of the inspection fee paid when no work has been done under a permit issued in accordance with this ~~code~~ chapter. The building official may authorize refunding of not more than eighty percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize a refund of any fee paid except on written application filed by the original permittee not later than one hundred eighty days after the date of ~~application~~ payment of the fee.

#### **21.06.420 General.**

Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this ~~code~~ chapter or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this ~~code~~ chapter or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible

and exposed for inspection purposes. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

**21.06.430 Manufacturer's installation instructions.**

Manufacturer's installation instructions, as required by this ~~code~~ chapter, shall be available on the job site at the time of inspection.

**21.06.490 Energy efficiency inspection.**

(a) Envelope.

(1) Wall Insulation Inspection. To be made after all wall insulation and air vapor retarder sheet or film materials are in place, but before any wall covering is placed.

(2) Glazing Inspection. To be made after glazing materials are installed in the building.

(3) Exterior Roofing Insulation. To be made after the installation of the roof insulation, but before concealment.

(4) Slab/Floor Insulation. To be made after the installation of the slab/floor insulation, but before concealment.

(b) Mechanical.

(1) Mechanical Equipment Efficiency and Economizer. To be made after all equipment and controls required by this ~~code~~ chapter are installed and prior to the concealment of such equipment or controls.

(2) Mechanical Pipe and Duct Insulation. To be made after all pipe, fire suppression piping and duct insulation is in place, but before concealment.

(c) Lighting and Motors.

(1) Lighting Equipment and Controls. To be made after the installation of all lighting equipment and controls required by this ~~code~~ chapter, but before concealment of the lighting equipment.

(2) Motor Inspections. To be made after installation of all equipment covered by this ~~code~~ chapter, but before concealment.

**21.06.495 Electrical Inspections.**

(a) The installation, alteration or extension of any electrical system, fixtures or components for which a permit is required by this ~~code~~ chapter shall be subject to inspection by the building official and such electrical systems, fixtures and components shall remain accessible and exposed for inspection purposes until approved by the building official. It shall be the duty of the permit applicant to cause the electrical systems to remain accessible and exposed for inspection purposes. The city shall not be liable for expense entailed in the removal or replacement of material required to permit inspection. When the installation of an electrical system is complete, an additional and final inspection shall be made. Electrical systems and equipment regulated by the National Electrical Code shall not be connected to the energy source until authorized by the building official.

(b) The building official may require special inspection of equipment or wiring methods where the installation requires special training, equipment, expertise, or knowledge. Where such special inspection is

required, it shall be performed by an independent third party acceptable to the building official. The special inspection person/agency shall be designated and approved prior to beginning the installation of wiring or equipment. A written report from the designated special inspection agency indicating that the installation conforms to the appropriate codes and standards shall be received by the building official prior to that installation being approved. All costs for such testing and reporting shall be the responsibility of the permit holder.

(c) Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the National Electrical Code or of other ordinances of the city. Inspections presuming to give authority to violate or cancel the provisions of the National Electrical Code or other ordinances of the city shall not be valid.

(d) The code official, upon notification, shall make the inspections set forth in this section:

1. Underground. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conductors are installed, and before backfill is put in place. Where excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the raceway, cable or conductors, or where corrosive action will occur, protection shall be provided in the form of granular or selected material, approved running boards, sleeves or other means.

2. Rough-in. Rough-in inspection shall be made after the roof, framing, fireblocking and bracing are in place and all wiring and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes. All required equipment grounding conductors installed in concealed cable or flexible conduit systems must be completely installed and made up at the time of the rough-in cover inspection.

3. Other inspections. In addition to the inspections specified above, the code official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws, which are enforced by the department of electrical inspection.

4. Final Inspection. The final inspection shall be made after all work required by the permit is completed.

#### **21.06.505 Other inspections.**

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code chapter and other laws that are enforced by the building department.

#### **21.06.515 Final inspection.**

The final inspection shall be made after all work required by the building permit(s) is completed.

**21.06.525 Inspection requests.**

It shall be the duty of the permit holder or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that is required by this ~~code~~ chapter.

**21.06.530 Approval required.**

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this ~~code~~ chapter. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

**21.06.533 Traffic management systems.**

- (1) The city will perform the electrical inspection and acceptance of traffic management systems within its jurisdiction. A traffic management system includes:
  - (a) Traffic illumination systems;
  - (b) Traffic signal systems;
  - (c) Traffic monitoring systems;
  - (d) The electrical service cabinet and all related components and equipment installed on the load side of the service cabinet supplying electrical power to the traffic management system; and
  - (e) Signalization system(s) necessary for the operation of a light rail system. A traffic management system can provide signalization for controlling vehicular traffic, pedestrian traffic, or rolling stock.
- (2) The city recognizes that traffic signal conductors, pole and bracket cables, signal displays, traffic signal controllers/cabinets, and associated components used in traffic management systems are acceptable for the purpose of meeting the requirements of chapter 19.28 RCW provided they conform with the following standards or are listed on the Washington state department of transportation (WSDOT) qualified products list.
  - (a) WSDOT/APWA Standard Specifications and Plans;
  - (b) WSDOT Design Manual;
  - (c) International Municipal Signal Association (IMSA);
  - (d) National Electrical Manufacturer's Association (NEMA);
  - (e) Federal Standards 170/Controller Cabinets;
  - (f) Manual for Uniform Road, Bridge, and Municipal Construction;

- (g) Institute of Transportation Engineers (ITE); or
- (h) Manual of Uniform Traffic Control Devices (MUTCD).
- (3) Associated induction detection loop or similar circuits will be accepted by the department or city authorized to do electrical inspections without inspection.
- (4) For the licensing requirements of chapter 19.28 RCW, jurisdictions will be considered owners of traffic management systems when doing electrical work for another jurisdiction(s) under a valid interlocal agreement, as permitted by chapter 39.34 RCW. Interlocal agreements for traffic management systems must be filed with the department or city authorized to do electrical inspections prior to work being performed for this provision to apply.
- (5) Jurisdictions, with an established electrical inspection authority, and WSDOT may perform electrical inspection on their rights of way for each other by interlocal agreement. They may not perform electrical inspection on other rights of way except as allowed in chapter 19.28 or 39.34 RCW.
- (6) Underground installations.
  - (a) In other than open trenching, raceways will be considered "fished" according to the NEC and do not require visual inspection.
  - (b) The department or city authorized to do electrical inspections will conduct inspections in open trenching within its jurisdiction upon request.
- (7) Identification of traffic management system components. Local government jurisdictions or WSDOT may act as the certifying authority for the safety evaluation of all components.
  - (a) An electrical service cabinet must contain only listed components. The electrical service cabinet enclosure is not required to be listed but will conform to the standards in subsection (h) of this section.
  - (b) The local government jurisdiction must identify, as acceptable, the controller cabinet or system component(s) with an identification plate. The identification plate must be located inside the cabinet and may be attached with adhesive.

Conductors of different circuits in same cable, enclosure, or raceway. All traffic management system circuits will be permitted to occupy the same cable, enclosure, or raceway without regard to voltage characteristics, provided all conductors are insulated for the maximum voltage of any conductor in the cable, enclosure, or raceway.

## **Article X. Certificate of Occupancy**

### **21.06.535 Use and occupancy.**

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a

certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this ~~code~~ chapter or of other ordinances of the jurisdiction.

#### **21.06.540 Certificate issued.**

After the building official inspects the building or structure and finds no violations of the provisions of this ~~code~~ chapter or other laws that are enforced by the building department, the building official shall issue a certificate of occupancy that contains the following:

- (1) The building permit number.
- (2) The address of the structure.
- (3) The name and address of the owner.
- (4) A description of that portion of the structure for which the certificate is issued.
- (5) A statement that the described portion of the structure has been inspected for compliance with the requirements of this ~~code~~ chapter for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
- (6) The name of the building official.
- (7) The edition of the code under which the permit was issued.
- (8) The use and occupancy.
- (9) The type of construction.
- (10) The design occupant load where applicable.
- (11) If an automatic sprinkler system is provided, and whether the sprinkler system is required and for what reason.
- (12) Any special stipulations and conditions of the building permit.

Exception: For single-family dwellings and type "U" occupancies, the sign off on the building permit inspection record by the city inspector shall serve as the certificate of occupancy.

#### **21.06.550 Revocation.**

The building official is authorized to, in writing, suspend or revoke a certificate of occupancy issued under the provisions of this ~~code~~ chapter wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this ~~code~~ chapter.

#### **21.06.555 Connection of service utilities.**

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this ~~code~~ chapter for which a permit is required, until approval is given by the building official.

#### **21.06.565 Authority to disconnect service utilities.**

The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this ~~code~~ chapter and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life

or property, or when such utility connection has been made without the required approval. The building official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

**21.06.572 Limitations on appeals.**

An appeal under this chapter shall be based on a claim that this ~~code~~ chapter or the technical codes have been incorrectly interpreted, that the provisions of this ~~code~~ chapter or the technical codes do not apply or that an equally good or better form of construction, method of protection or safety is proposed.

**21.06.590 Unlawful acts.**

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this ~~code~~ chapter, or cause same to be done, in conflict with or in violation of any of the provisions of this chapter or the technical codes.

**21.06.595 Notice of violation.**

The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this chapter or the technical codes, or in violation of a permit or certificate issued under the provisions of this ~~code~~ chapter. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

**21.06.605 Violation penalties.**

Any person who violates a provision of this ~~code~~ chapter or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this chapter or the technical codes, shall be subject to penalties as prescribed by law.

**21.06.610 Authority.**

Whenever the building official finds any work being performed in a manner either contrary to the provisions of this ~~code~~ chapter, any of the technical codes or other pertinent laws or ordinances, the building official is authorized to issue a stop work order.

Section 3. Chapter 21.08 of the KMC is hereby amended as follows:

**21.08.013 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the International Building Code.

**21.08.016 Administration.**

The administrative provisions for the enforcement of the International Building Code are located in chapter 21.06.

Section 4. Chapter 21.10 of the KMC is hereby amended as follows:

**21.10.013 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the International Residential Code.

**21.10.016 Administration.**

The administrative provisions for the enforcement of the International Residential Code are located in chapter 21.06.

Section 5. Chapter 21.16 of the KMC is hereby amended as follows:

**21.16.020 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the International Mechanical Code.

**21.16.030 Administration.**

The administrative provisions for the enforcement of the International Mechanical Code are located in chapter 21.06.

Section 6. Chapter 21.24 of the KMC is hereby amended as follows:

**21.24.013 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the Uniform Plumbing Code.

**21.24.016 Administration.**

The administrative provisions for the enforcement of the Uniform Plumbing Code are located in chapter 21.06.

Section 7. Chapter 21.28 of the KMC is hereby amended as follows:

**21.28.020 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the National Fuel gas Code.

**21.28.030 Administration.**

The administrative provisions for the enforcement of the National Fuel Gas Code are located in chapter 21.06.

Section 8. Chapter 21.32 of the KMC is hereby amended as follows:

**21.32.020 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the Liquefied Petroleum Gas Code.

**21.32.030 Administration.**

The administrative provisions for the enforcement of the Liquefied Petroleum Gas Code are located in chapter 21.06.

Section 9. Chapter 21.36 of the KMC is hereby amended as follows:

**21.36.020 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the International Fuel Gas Code.

**21.36.030 Administration.**

The administrative provisions for the enforcement of the International Fuel Gas Code are located in chapter 21.06.

Section 10. Chapter 21.37 of the KMC is hereby amended as follows:

**21.37.020 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the Washington State Energy Code.

Section 11. Chapter 21.38 of the KMC is hereby amended as follows:

**21.38.020 Copies on file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the Washington State Ventilation and Indoor Air Quality Code.

Section 12. Chapter 21.70 of the KMC is hereby repealed and reenacted to read as follows:

**Chapter 21.70**

**Kirkland Electrical Code**

**21.70.010 Washington Cities Electrical Code Adopted**

The June 22, 2009 edition of the Washington Cities Electrical Code, Parts one and three, as published by the Washington Association of Building Officials is adopted and shall be known as the Kirkland Electrical Code.

**21.70.020 Copies of file.**

The city shall at all times keep on file with the city clerk, for reference by the general public, not less than one copy of the Washington Cities Electrical Code.

**21.70.030 Administration.**

The administrative provisions for the enforcement of the Kirkland Electrical Code are located in chapter 21.06

Section 13. 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 14. 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 \_\_\_\_\_, 2009.

Signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR

Attest:

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

Approved as to Form:

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

PUBLICATION SUMMARY  
OF ORDINANCE NO. 4208

AN ORDINANCE OF THE CITY OF KIRKLAND AMENDING AND REPEALING CERTAIN CHAPTERS IN TITLE 21 OF THE KIRKLAND MUNICIPAL CODE (KMC) RELATING TO BUILDINGS AND CONSTRUCTION.

SECTION 1. Repeals Chapter 21.04 of the Kirkland Municipal Code.

SECTION 2. Amends Chapter 21.06 of the Kirkland Municipal Code regarding the Construction Administrative Code.

SECTION 3. Amends Chapter 21.08 of the Kirkland Municipal Code to provide administrative provisions for the 2006 International Building Code.

SECTION 4. Amends Chapter 21.10 of the Kirkland Municipal Code to provide administrative provisions for the International Residential Code.

SECTION 5. Amends Chapter 21.16.010 of the Kirkland Municipal Code to provide administrative provisions for the International Mechanical Code.

SECTION 6. Amends Chapter 21.24 of the Kirkland Municipal Code to provide administrative provisions for the Uniform Plumbing Code.

SECTION 7. Amends Chapter 21.28 of the Kirkland Municipal Code to provide administrative provisions for the National Fuel Gas Code.

SECTION 8. Amends Chapter 21.32 of the Kirkland Municipal Code to provide administrative provisions for the Liquefied Petroleum Gas Code.

SECTION 9. Amends Chapter 21.36 of the Kirkland Municipal Code to provide administrative provisions for International Fuel Gas Code.

SECTION 10. Amends Chapter 21.37 of the Kirkland Municipal Code to provide an administrative provision for Washington State Energy Code.

SECTION 11. Amends Chapter 21.38 of the Kirkland Municipal Code to provide an administrative provision for Washington State Ventilation and Indoor Quality Code.

SECTION 12. Repeals Chapter 21.70 of the Kirkland Municipal Code and reenacts the Chapter to adopt Parts 1 and 3 of the 2009

Washington Cities Electrical Code as published by the Washington Association of Building Officials as well as provide administrative provisions for that Chapter.

SECTION 13. Provides a severability clause for the ordinance.

SECTION 14. 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 5 days after its passage and publication.

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 \_\_\_\_\_, 2009.

I certify that the foregoing is a summary of Ordinance \_\_\_\_\_ approved by the Kirkland City Council for summary publication.

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



**CITY OF KIRKLAND**

**123 Fifth Avenue, Kirkland, WA 98033 425.828.1100**  
**www.ci.kirkland.wa.us**

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**MEMORANDUM**

**To:** David Ramsay, City Manager

**From:** Daryl Grigsby, Public Works Director  
Ray Steiger, P.E., Capital Projects Manager

**Date:** October 6, 2009

**Subject:** DOWNTOWN TRANSIT CENTER – PUGET SOUND ENERGY EASEMENT

RECOMMENDATION:

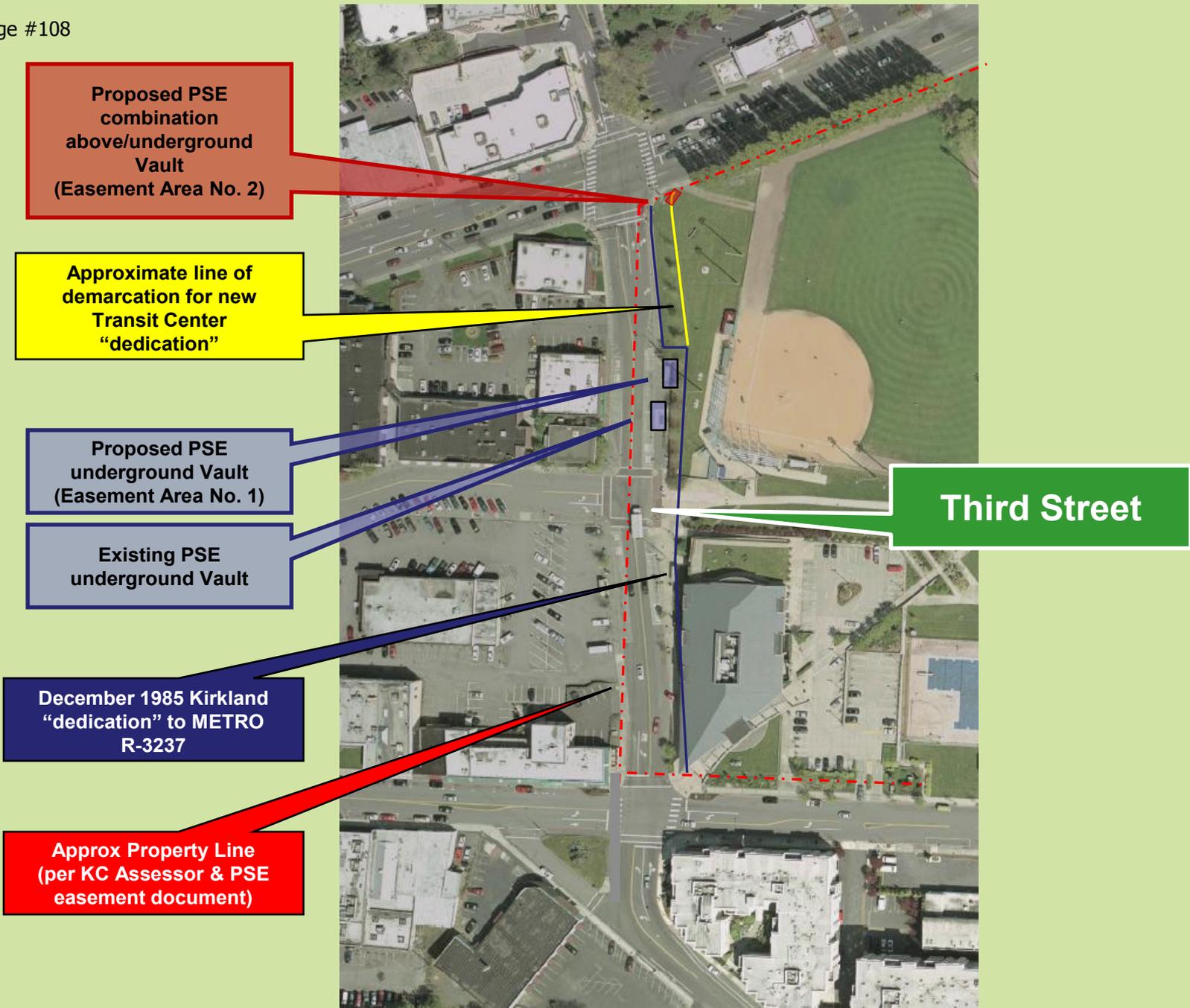
It is recommended that Council approve the attached resolution authorizing the City Manager to sign an electrical easement for Puget Sound Energy, Inc. (PSE) to provide for relocation of electrical facilities associated with the Downtown Transit Center and Peter Kirk Park.

BACKGROUND DISCUSSION:

The pending construction of the new Downtown Transit Center by Sound Transit will require the relocation of two existing electrical vaults that currently serve Third Street, Peter Kirk Park and the existing Transit Center. One vault is and will remain within the sidewalk area along the east margin of Third Street. A second vault that is partially above ground, will be relocated behind the new sidewalk being constructed at the southeast corner of the intersection of Third Street and Central Way (Attachment 1). All of the costs associated with the relocation of these facilities are being paid for by Sound Transit as a part of the new Downtown Transit Center.

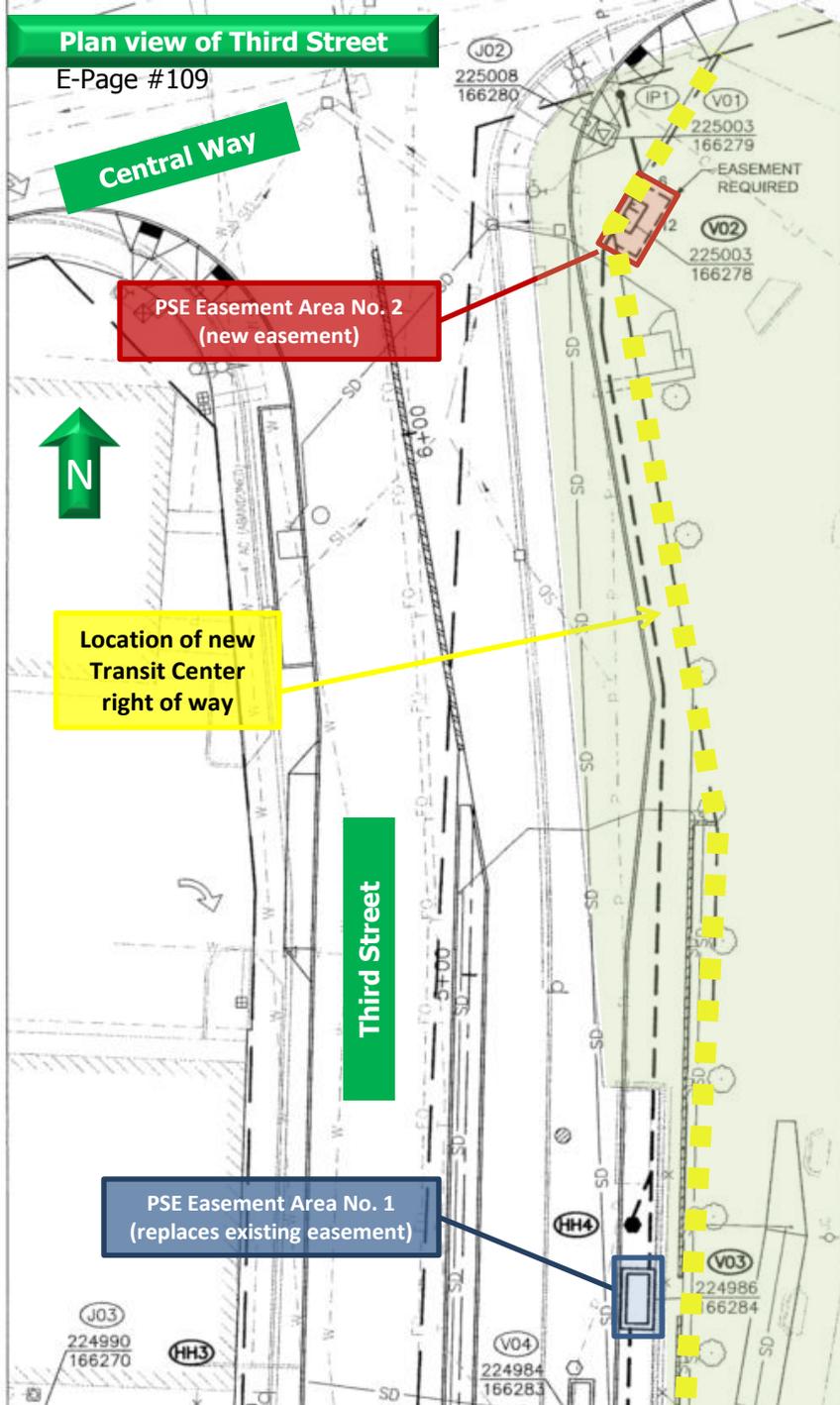
The new easement will allow PSE to access, maintain, and repair their underground facilities.

- Attachments:
- 1 – Vicinity Map
  - 2 – Location and photo of proposed facilities
  - 3 – Resolution
  - 4 – Easement
  - 5 – Exhibit “A” (Legal description of Peter Kirk Park)
  - 6 – Exhibit “B” (Legal description of Easement)



# Plan view of Third Street

E-Page #109



# Looking north along Third Street from Central Way



# Looking north along Third Street from "Plaza area"



RESOLUTION R-4779

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT WITHIN A PORTION OF PETER KIRK PARK TO PROVIDE UTILITY VAULTS FOR PUGET SOUND ENERGY (PSE), INC.

WHEREAS, PSE has requested that the City of Kirkland grant an easement for the installation of electrical service lines and transformer vaults on property owned by Kirkland; and

WHEREAS, these facilities will, in part, allow continued electrical service to Peter Kirk Park and the downtown Kirkland Transit Center; and

WHEREAS, recognizing that any specific plan of installation would be subject to City and State environmental regulatory processes, the Council finds that granting this easement is in the public interest;

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

Section 1. The City Manager is authorized to sign an easement within a portion of Peter Kirk Park to provide utility vaults for Puget Sound Energy, a copy of which is attached to this resolution.

Passed by majority vote of the Kirkland City Council in open meeting this 6<sup>th</sup> day of October, 2009.

Signed in authentication thereof this 6<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
MAYOR

Attest:

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

**RETURN ADDRESS:**

**Puget Sound Energy, Inc.**  
**Attn: R/W Department (C. Biggs)**  
**PO Box 90868 / EST-06W**  
**Bellevue, Washington 98009**

**EASEMENT**

## REFERENCE #:

**GRANTOR: CITY OF KIRKLAND, A Washington Municipal Corporation**  
**GRANTEE: PUGET SOUND ENERGY, INC.**  
**SHORT LEGAL: Portion of SW ¼ Sec. 05; Township 25N; Range 05E**  
**ASSESSOR'S PROPERTY TAX PARCEL: 052505-9029**

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF KIRKLAND** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the following described real property ("Property" herein) in **KING** County, Washington:

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**1. Purpose.** Grantee shall have the right to use the easement area to construct, operate, maintain, repair, replace, improve, remove, enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Underground facilities.** Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**4. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

**5. Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.



## **EXHIBIT "A"**

**THAT PORTION OF SECTION 5; TOWNSHIP 25 NORTH, RANGE 05 EAST DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT NORTH 89°39'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 1511.50 FEET AND NORTH 00°21'00" WEST 30 FEET FROM THE MEANDER CORNER COMMON TO SECTIONS 5 AND 8 OF SAID TOWNSHIP AND RANGE, AND RUNNING THENCE SOUTH 89°39'00" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 721.50 FEET; THENCE NORTH 00°21'00" WEST 623.14 FEET MORE OR LESS AND UP TO THE SOUTHERLY LINE OF CENTRAL AVENUE IN KIRKLAND TERRACE, AS PER PLAT RECORDED IN VOLUME 21 OF PLATS, PAGE 42, RECORDS OF KING COUNTY, (FORMERLY LAKE AVENUE IN THE PLAT OF THE TOWN OF KIRKLAND AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 53, RECORDS OF KING COUNTY), THENCE NORTH 70°04'15" EAST ALONG THE SOUTHERLY LINE OF SAID CENTRAL AVENUE 141.2 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, THENCE NORTH 63°26'15" EAST ALONG SAID SOUTHERLY LINE 656.01 FEET, MORE OR LESS, TO A POINT WHICH BEARS NORTH 00°21'00" WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 00°21'00" EAST 960.20 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT PORTION TAKEN BY KING COUNTY FOR ROAD PURPOSES, SITUATE IN THE CITY OF KIRKLAND, ALL IN SECTION 5, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M.**

**SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**

## **EXHIBIT "B"**

### **EASEMENT AREA No. 1:**

**THE EAST 25 FEET OF THE SOUTH 25 FEET OF THE NORTH 217 FEET OF THE WEST 50 FEET OF THE ABOVE DESCRIBED REAL PROPERTY.**

### **EASEMENT AREA No. 2:**

**BEGINNING AT A POINT NORTH 89°39'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 1511.50 FEET AND NORTH 00°21'00" WEST 30 FEET FROM THE MEANDER CORNER COMMON TO SECTIONS 5 AND 8 OF SAID TOWNSHIP AND RANGE, AND RUNNING THENCE SOUTH 89°39'00" WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 721.50 FEET;**

**THENCE NORTH 00°21'00" WEST 623.14 FEET MORE OR LESS AND UP TO THE SOUTHERLY LINE OF CENTRAL AVENUE IN KIRKLAND TERRACE, AS PER PLAT RECORDED IN VOLUME 21 OF PLATS, PAGE 42, RECORDS OF KING COUNTY (FORMERLY LAKE AVENUE IN THE PLAT OF THE TOWN OF KIRKLAND AS PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 53, RECORDS OF KING COUNTY);**

**THENCE NORTH 70°04'15" EAST ALONG THE SOUTHERLY LINE OF SAID CENTRAL AVENUE 46.23 FEET; THENCE SOUTH 30°31'05" WEST 26.10 TO THE POINT OF BEGINNING; THENCE SOUTH 59°28'45" EAST 6 FEET; THENCE SOUTH 30°31'15" WEST 12 FEET; THENCE NORTH 59°28'45" WEST 6 FEET; THENCE NORTH 30°31'15" EAST 12 FEET TO THE POINT OF BEGINNING.**

**SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.**



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

## MEMORANDUM

**To:** David Ramsay, City Manager

**From:** Barry Scott, Purchasing Agent

**Date:** September 24, 2009

**Subject:** REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF OCTOBER 6, 2009

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 September 2, 2009, are as follows:

	Project	Process	Estimate/Price	Status
1.	Fire Engine (Pumper)	Cooperative Purchase	\$539,880.01	Purchased using contract awarded by Lakewood Fire District 2. Purchase order issued.
2.	Fire Department Aid Unit	Sole Source	\$176,635.26	Road Rescue aid units were approved as "sole source" equipment by the City Council in September 2006 (Resolution R-4592). H&W Emergency Vehicles remains the only source for Road Rescue units in the Pacific Northwest. Purchase order issued.

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



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

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## **MEMORANDUM**

**To:** David Ramsay, City Manager

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

**Date:** September 24, 2009

**Subject:** STAFF PRESENTATION REGARDING PSE JUANITA SUBSTATION  
PROJECT, PCD FILE NO. ZON08-00010

## **RECOMMENDATION**

It is recommended that the City Council review this memo and enclosures regarding construction activities at the Puget Sound Energy Juanita Substation site located at 10910 NE 132<sup>nd</sup> Street. This memo is in response to Mr. Michael Heslop's presentation at the September 15, 2009 City Council Meeting. Staff will provide a presentation to the City Council and respond to questions during the October 6<sup>th</sup> City Council Meeting. Additionally, Jim Hutchinson, Puget Sound Energy's Government & Community Relations Manager, will be present to address questions.

## **BACKGROUND DISCUSSION**

In May of 2008, Puget Sound Energy (PSE) applied for Process IIA Zoning Permit and a Variance Permit to expand and rebuild the existing PSE Juanita electric distribution substation on their property. The proposal included the relocation of the existing substation from the south end of the property, near NE 128<sup>th</sup> Street, to the north end of the property, near NE 132<sup>nd</sup> Street. In order to accommodate the proposed substation, the applicant requested a variance to reduce the required east and west side yard setbacks from the required 20 feet to 13 feet, reduce the required east and west landscape buffers from 15 feet to 13 feet, and exceed the maximum allowable height of 30 feet by 5 feet to accommodate two termination structures on the north and south ends of the facility (see Enclosure 1).

A public hearing was held for the project by the Hearing Examiner on December 4, 2008. On December 12, 2008, after considering all of the information, testimony and comments submitted on the matter, the Hearing Examiner approved the application for a zoning and variance permit.

One timely appeal of the Hearing Examiner decision was filed. Steve Ryan, a Party of Record and adjoining property owner, filed an appeal on December 30, 2008 and

contended that the variance application did not meet the variance approval criteria of KZC Section 120.20.

At the February 3, 2009 City Council Meeting, the appeal of the Hearing Examiner's Approval of the PSE Juanita Substation Variance Permit was brought before the City Council for their consideration. At this meeting the Council heard from Staff, Mr. Michael Spence (the appellant's representative), and Mr. Robert Heller (the applicant's representative). After hearing from the parties, Council approved a motion for Staff to return to the February 17th Meeting with a resolution to modify the Hearing Examiner's Approval by requiring additional landscaping within the required landscape buffers. At the February 17, 2009 City Council approved Resolution 4744 affirming and modifying the Hearing Examiner's Decision to approve variances for the project.

Per KZC Section 150.130, the action of the City in granting the variance application under Chapter 150 could be appealed to King County Superior Court. The land use petition is required to be filed within 21 calendar days of the issuance of the final land use decision by the City, which would have been March 10, 2009. No land use petitions were filed in response to the City Council's approval of the project.

On June 24, 2009 the City issued a grading permit for the project and on July 9<sup>th</sup> the City issued a building permit for the installation of the durisol sound walls. The grading work for the project began on July 8<sup>th</sup> after the installation of the required tree fencing and erosion controls measures.

Since the start of construction, staff has received numerous emails and phone calls from Mr. Heslop that were directed towards City staff and/or PSE staff. Staff has also received written complaints from two other neighbors. In each instance, staff promptly investigated the complaints to determine if there were violations that needed to be corrected. Throughout the project, we believe that we have reviewed and addressed the issues in a timely manner and, when appropriate, passed on the correspondence to a City Inspector or Code Enforcement Officer for further investigation. To date, none of the complaints have resulted in any Notices of Violations for the project. Additionally, PSE staff has worked closely with City Staff to keep us up to date on issues that were civil matters between PSE and the neighbors.

The following sections respond more specifically to each of Mr. Heslop's points made during his September 15<sup>th</sup> presentation to the City Council.

### **RESPONSE TO MR. HESLOP'S PRESENTATION**

On September 1<sup>st</sup>, Mr. Heslop spoke during the City Council Meeting's "Items from the Audience" portion of the meeting. At the September 15<sup>th</sup> City Council, Mr. Heslop requested the opportunity to make a PowerPoint presentation during the "Items from the Audience" portion of the meeting. After the meeting, Staff received a copy of his presentation (see Enclosure 2). In the following sections staff will address each City related issue raised in Mr. Heslop's presentation. It should be noted that some of these

items are civil issues between PSE and the neighboring properties owners. PSE addresses Mr. Helsop's issues, including the damage claims, in Enclosure 5.

### **Slide 1**

Mr. Heslop contends that the Council was "misled" about the overall height of the wall, that the wall does not meet the approved plans, and the impacts of sun blockage.

#### **Staff Response:**

- The plans provided during the zoning permit approval process and to the City Council on February 3<sup>rd</sup> accurately depict the project that is being constructed. Pages 5 and 6 of Enclosure 1 clearly show that fill was occurring on the site, as the elevation drawings represent the views from the east and west property lines.
- Page 9 of Enclosure 1 accurately shows the I-beams extending 5 feet above the 18 foot high walls. A note on the plans indicates these I-beam are needed to accommodate electrical insulators.
- The City does not have any regulations in this zone regarding sunlight blockage. The Hearing Examiner did conclude that the proposed substation would be less impactful than a structure that could be built without variances, which would be 30 feet tall with a 20 foot setback.

### **Slides 2 and 3**

Mr. Heslop provides pictures of the sound wall during its construction.

#### **Staff Response:**

The picture shows the sound wall as approved during the zoning permit process. It should be noted that the applicant has not yet installed the required landscaping (see Page 2 of Enclosure 1), which will be:

- 1 tree per 10 linear feet of land use buffer (compared to the standard 1 tree per 20 linear feet) with deciduous trees of two and one-half inch caliper, minimum, and/or coniferous trees eight feet in height, minimum, and at least 80% of the trees shall be evergreen (compared to the standard 70%).
- Large shrubs or a mix of shrubs planted to attain coverage of at least 60 percent of the land use buffer area within two years.

### **Slide 4**

Mr. Heslop contends that the project has created excessive noise, violent vibrations due to compaction work, and makes being at home unbearable.

#### **Staff Response:**

- KZC Section 115.25.1 allows development activity between the hours of 7am and 8pm, Monday thru Friday, and from 9am to 6pm on Saturdays. No work is allowed to occur on Sunday. We have received one formal complaint from a neighbor for work between the hours of 7am and 8am. Staff contacted the complainant and let them know that the work was not in violation.

- On July 13<sup>th</sup>, Staff received a phone call from Mr. Heslop regarding construction related vibration from the PSE project. Staff investigated and found that PSE was using a vibrating roller compactor to compact the soils to required tolerances for the substation. Staff from Fire and Building, Public Works, and Planning reviewed existing City codes and found no regulations regarding vibration during construction activity. Mr. Heslop was contacted with these findings and PSE was advised of the issue.
- The use of bulldozers, dump trucks, cranes, and lifts is normal construction related activity that the City does not regulate during normal work hours.
- On July 13<sup>th</sup>, Staff received a phone call from Mr. Heslop regarding construction related dust. On July 15<sup>th</sup>, Tim Gunter investigated Mr. Heslop's complaint and recommended that the contractor increase onsite watering to minimize dust. On July 17<sup>th</sup>, Mr. Heslop sent an email to Tim Gunter stating that "after my first email they started watering more frequently and dust has been less of an issue".
- The use of cranes and lifts is normal construction related activity that the City does not regulate.

#### **Slide 5**

Mr. Heslop states that there is no privacy during the construction, that a privacy fence has not been installed, and that workers have been impactful.

#### **Staff Response:**

- Staff has directed neighbors to contact the Police Department if workers are trespassing onto their property.
- The use of lifts and other equipment by workers is normal construction related activity that the City does not regulate during normal work hours.
- The Kirkland Zoning Code does not require that a privacy fence be installed along the neighbors' property lines. The proposed sound walls and required landscape buffering meet the screening requirements of Kirkland Zoning Code Section 95.40.4.
- The City codes do not regulate worker behavior during construction projects. However, the City has discussed the sensitive nature of this project in a residential neighborhood with PSE to suggest proper oversight by PSE.

#### **Slides 6 thru 9**

Mr. Heslop alleges that there has been damage to private property as a result of the construction activities.

#### **Staff Response:**

Any potential damage to properties due to construction activities is a civil matter between the neighbors and PSE. PSE states in their response letter that they are in communication with several neighbors over alleged damages

and that claims have been submitted to PSE. They are currently working with these homeowners to determine the cause of damage.

### **Slides 10 and 11**

Mr. Heslop claims that the City has given preferential treatment to PSE by allowing removal of protective tree fencing, allowing work after hours, allowing PSE to submit its own reports, and that Staff is doing the minimal job possible. On Slide 11, he provides pictures of activities on the site.

#### **Staff Response:**

- Tree protective fencing was required of PSE the same as any other applicant. As the project progressed, the applicant needed to remove fencing installed around the drip lines of neighboring trees in order to establish final grading and backfill along the sound wall. Pursuant to the Kirkland Zoning Code, Staff required the applicant to submit a report from PSE's Arborist. The report was reviewed and approved by the City's Urban Forester with conditions for root protection and onsite arborist oversight (see Enclosure 3).
- Mr. Heslop contacted Staff contending that PSE was working outside of the normal work hours. Staff instructed Mr. Heslop to file a formal complaint to initiate an investigation and to contact police if work was occurring after City Hall hours. No formal complaints have been filed. Staff did contact PSE to inquire about the after hours work. PSE sent Staff an email (see Enclosure 4) explaining that workers that Mr. Heslop saw onsite were in fact working on restoring power to the area after an outage. This email was forwarded to Mr. Heslop.
- PSE submitted a report from a qualified professional that was reviewed by the City's Urban Forester per City requirements. The City does not have the authority to require an additional 3<sup>rd</sup> party review.
- Mr. Heslop contends that Staff has done the "most minimal job possible". Staff understands the challenges and impacts of constructing a large utility project in the midst of a residential neighborhood and has carefully reviewed the proposed grading and building permits and construction activity for consistency with the City Council approval of the project and compliance with the City's development regulations. Staff has been very respectful and responsive to Mr. Heslop. Since the start of the construction on the project, Staff has received over 30 emails and phone calls from Mr. Heslop that were directed towards City Staff and/or PSE Staff. City Staff has responded to all correspondence in a timely and courteous manner. Copies of all correspondence can be provided on Council's request.

**Slides 12 and 13**

Mr. Heslop contends that the City should have required that PSE look at an alternative site that would be less impactful on neighbors and that the substation will have a negative impact on property values.

- During the review of the zoning permit application, the Hearing Examiner, and ultimately the City Council, concluded that the project met all zoning and variance permit approval criteria.
- As part of her decision, the Hearing Examiner found no legal basis for the City to require the applicant to consider alternative sites for the proposal.
- City Staff has not given preferential treatment to PSE and has enforced all applicable regulations and requirements.

City staff understands that construction projects can be disruptive and we make every effort to ensure contractors are working within allowable hours and adhere to all relevant regulations and permit conditions. There continue to be unresolved issues between PSE and some of the property owners adjacent to the project and the City will continue to work with all parties as it pertains to the City's role in the project at this point.

**ENCLOSURES**

1. Approved Zoning Permit Plans
2. Michael Heslop's Power Point Presentation
3. Arborist Report from Gilles Consulting
4. Email from Randy Walls, PSE Construction Manager
5. Response Letter from Heather Brickey of Puget Sound Energy dated September 28, 2009

**NOTES**

- PURPOSE OF THIS SURVEY THIS BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED DURING APRIL, 2007 IN SUPPORT OF A PUGET SOUND ENERGY SUBSTATION IMPROVEMENT PROJECT AND WAS INTENDED TO 1.) DETERMINE AND STAKE THE FOUR PROPERTY CORNERS, 2.) DETERMINE THE LOCATION OF PHYSICAL FEATURES ON OR NEAR SAID PROPERTY LINES AND 3.) PERFORM TOPOGRAPHIC MAPPING OF THE SUBJECT PARCEL AND ADJOINING ROADWAYS.
- BASIS OF BEARING WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD-83/91. NOTE: DISTANCES SHOWN HEREON ARE STATE PLANE GRID DISTANCES BASED ON A COMBINED SCALE FACTOR OF 0.999999, TO CONVERT GRID DISTANCES TO GROUND VALUES, MULTIPLY DISTANCES SHOWN BY 1.000001.
- VERTICAL DATUM NAVD-88  
NOTE: NGVD 29 - NAVD 88 MINUS 3.6'. SOURCE - CORPSCON FOR WINDOWS CONVERSION SOFTWARE VER 5.11.00
- METHODOLOGY FIELD MEASUREMENT FOR THIS SURVEY WERE PERFORMED USING A LEICA TCPR 1201. THIS SURVEY COMPLIES WITH THE MINIMUM REQUIRED "ERROR OF CLOSURE" OF 1:10,000 FOR WASHINGTON STATE PLANE COORDINATES AS SET FORTH PER W.A.C. 332-130-090 (AND POSITIONAL TOLERANCE LEVELS OF LESS THAN 0.011 METERS)
- PROPERTY LINES SHOWN HEREON ARE BASED ON FIELD LOCATED SURVEY MONUMENTS AND PUBLIC RECORDS. SEE SHEET 2 OF 2 FOR SECTION BREAKDOWN AND PROPERTY DETAILS.  
PROPERTY CORNERS WERE STAKED IN CONJUNCTION WITH THIS SURVEY.
- MONUMENTATION VISITATION ALL SURVEY MONUMENTS AND OTHER SURVEY MARKERS SHOWN HEREON WERE VISITED DURING APRIL, 2007 UNLESS OTHERWISE INDICATED.
- ENCUMBRANCES PACIFIC NORTHWEST TITLE COMPANY OF WASHINGTON INC. TITLE ORDER NO. 651223, DATED APRIL 12, 2007 USED FOR LAND DESCRIPTION AND EASEMENTS OF RECORD. NO FURTHER SEARCH INTO THE RECORD WAS REQUESTED OR PERFORMED. NOTE: SAID TITLE REPORT REVEALED SEVERAL SLOPE EASEMENTS THAT CONTAINED DESCRIPTIONS THAT WERE INSUFFICIENT TO DETERMINE THE LOCATION OF SAID EASEMENTS. OTHER ENCUMBRANCES LISTED IN SAID TITLE REPORT RELATE TO TAXES AND MORTGAGE TERMS AND CONDITIONS, NONE OF WHICH PERTAIN TO MATTERS DISCLOSED BY THIS SURVEY.
- UNDERGROUND UTILITIES SHOWN REPRESENT FIELD SURVEYED PAINT MARKS AS PLACED ON THE GROUND BY A UTILITY LOCATE SERVICE. NO GUARANTEE IS MADE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED OR THAT THE UNDERGROUND UTILITIES ARE SHOWN IN THEIR EXACT LOCATION. THE UTILITIES ARE SHOWN AS ACCURATELY AS POSSIBLE FROM AVAILABLE INFORMATION.
- CONTOUR INTERVAL 2 FOOT
- SUBSURFACE CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY.
- LOCATIONS OF HOUSES SHOWN HEREON WERE DERIVED FROM AERIAL PHOTOGRAMMETRY AND ARE RELIABLE TO PLUS OR MINUS 5 FEET.
- 1-800-424-6555 MUST BE CALLED NOT LESS THAN 48 HOURS BEFORE BEGINNING EXCAVATION WHERE ANY UNDERGROUND UTILITIES MAY BE LOCATED. FAILURE TO DO SO COULD MEAN BEARING SUBSTANTIAL REPAIR COSTS. (UP TO THREE TIMES THE COST OF REPAIRS TO THE SERVICE).

**BENCH MARKS**

- PROJECT BM POINT DESIGNATION DEA \*3803 A COPPER PIN IN SQUARE CONCRETE MONUMENT LOCATED AT SOUTH QUARTER CORNER 29 AND AS SHOWN HEREON - ELEV - 256.528 FEET (NAVD 88)
  - TEMPORARY SITE BM'S POINT DESIGNATION DEA \*6 A 1/2" IRON WITH "DEA CONTROL" CAP AND AS SHOWN HEREON - ELEV - 179.74 FEET (NAVD 88)
- POINT DESIGNATION DEA \*7 A 1/2" IRON WITH "DEA CONTROL" CAP AND AS SHOWN HEREON - ELEV - 165.58 FEET (NAVD 88)

**LEGAL DESCRIPTION**

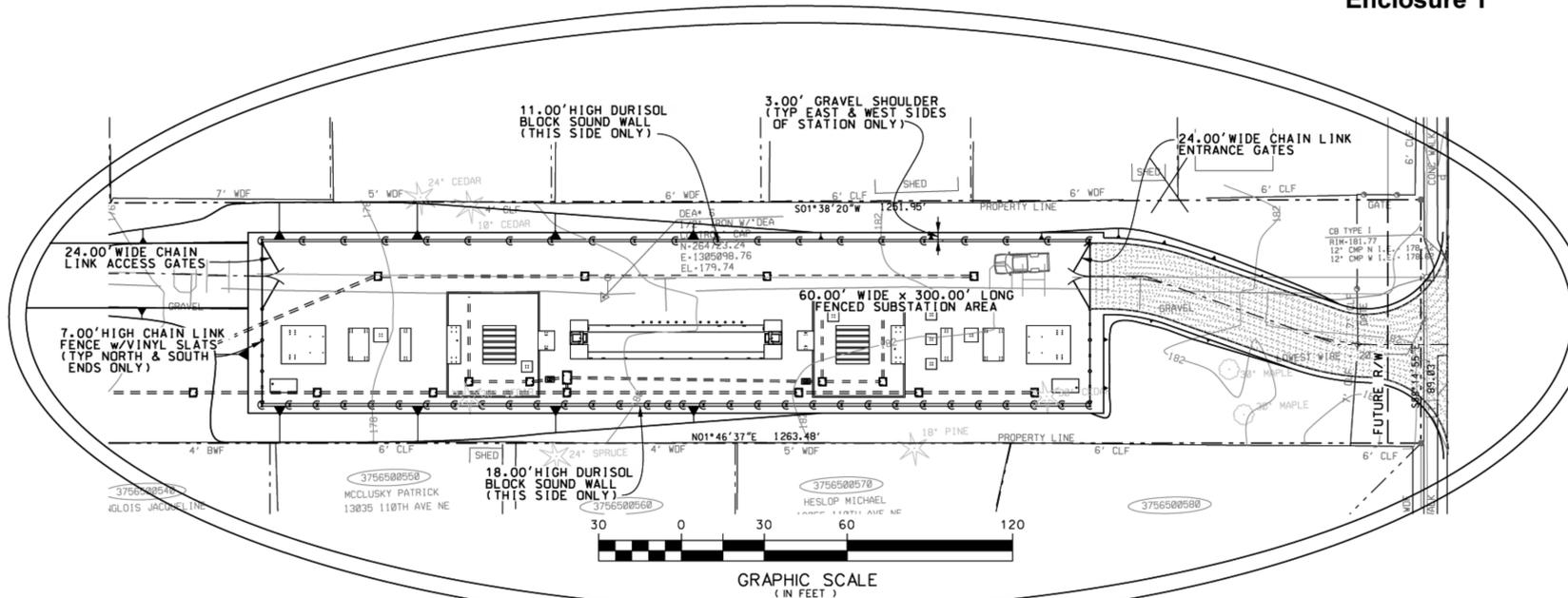
PER PACIFIC NORTHWEST TITLE COMPANY OF WASHINGTON INC., TITLE ORDER NO. 651223, DATED APRIL 12, 2007

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON

EXCEPT THE WEST QUARTER, EXCEPT THE EAST 900 FEET THEREOF, EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR NORTHEAST 132ND STREET BY RECORDING NUMBER 21256999 AND ALSO EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR NORTHEAST 128TH STREET BY RECORDING NUMBER 5554777.

ADDRESS:  
10910 NE 132nd St.  
KIRKLAND, WA.

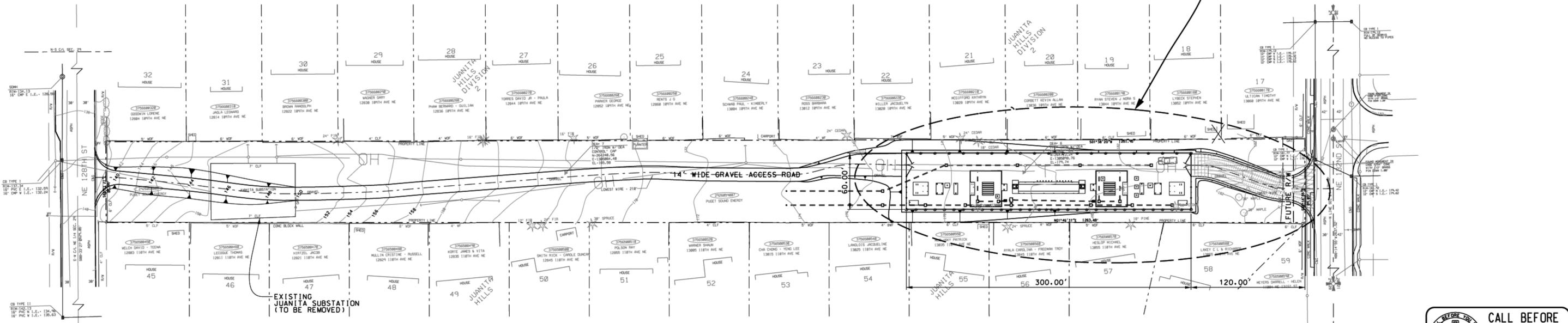
**PSE Juanita Substation Enclosure 1**



NW 1/4, NE 1/4, SEC. 29, TWP 26N., RNG. 5E., W.M.

**STATION DETAIL**

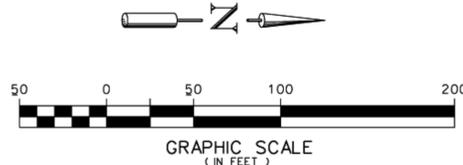
SCALE: 1"=30'



**PRELIMINARY ONLY**  
NOT FOR CONSTRUCTION

**TOPOG LEGEND**

- SECTION LINE
- QUARTER SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPERTY LINE
- FENCE LINE (TYPE AS NOTED)
- UTILITY POLE
- WATER VALVE
- WATER METER
- CATCH BASIN
- STORM DRAIN MANHOLE
- TELEPHONE MANHOLE
- TELEPHONE VAULT
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- SET REBAR AND CAP "DEA 38017"
- KING COUNTY TAX PARCEL NUMBER



**REFERENCE DRAWINGS:**

- D-14342 EROSION AND SEDIMENT CONTROL PLAN
- D-14343 GRADING AND FENCING PLAN
- D-14344 DRAINAGE PLAN
- D-14345 FOUNDATION PLAN
- D-14346 LANDSCAPE PLAN
- D-14347 STRUCTURAL PLAN (REF ONLY)



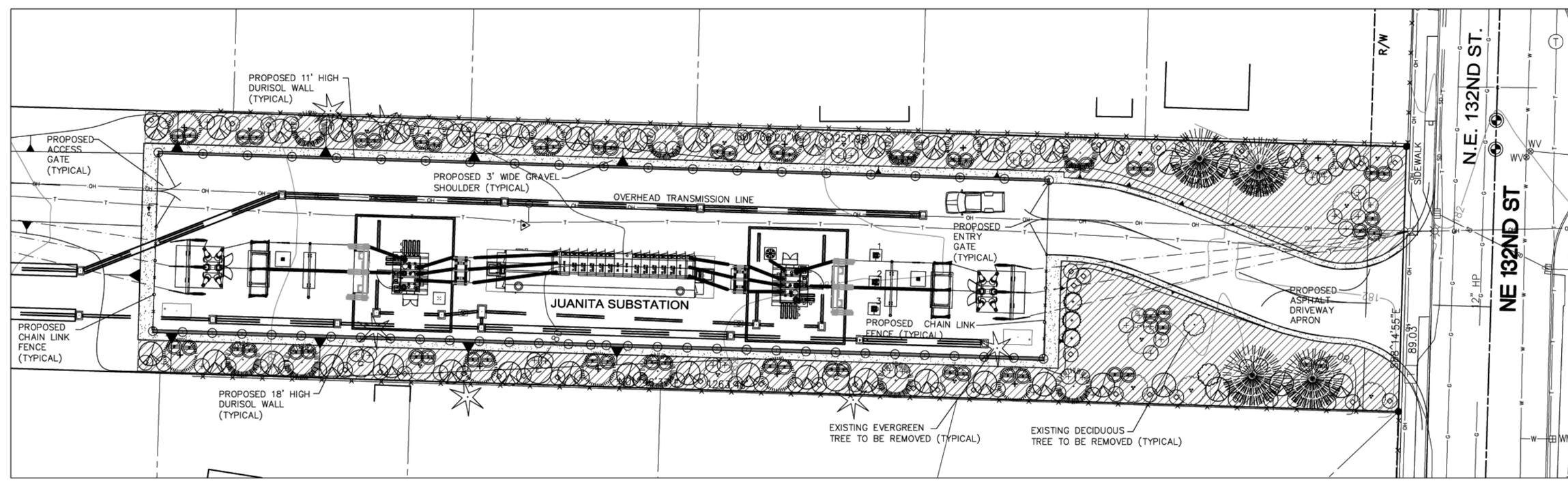
PSE ENGINEERING CONTACTS		
355 NE 110TH AVE NE, BELLEVUE WA, 98009-0868		
GROUP	NAME	PHONE
PROJECT MANAGEMENT	R. BAMBA	425-462-3774
CIVIL	J. RORABACHER	425-456-2446
ELECTRICAL	J. NEDRUD	425-462-3818
CONSTRUCTION MANAGEMENT	D. MOHN	425-456-2830
PERMITTING	A. MARKOS	253-476-6295



REVISION DESCRIPTION:		
ISSUED FOR PERMITTING		
CADD	APPROVAL	DATE (M/D/Y)
	M TURNER	4 / 30 / 08
CIVIL ENGR		/ /
REVIEW		/ /

**SITE PLAN**  
**JUANITA SUBSTATION**

	SUBSTATION ENGINEERING DEPARTMENT	DRAWING NO	REV NO
		D-14341	0
SCALE: 1"=50'-0"	CLASS: SITE	SHEET 1 OF 1	FILE NO
CADD NO: ... \DI 434101 SITE.DGN			



**CALL BEFORE YOU DIG**  
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 1-800-424-5555

PLANT SCHEDULE					
SYMBOL	BOTANICAL NAME	COMMON NAME	QNTY	SIZE	REMARKS
<b>TREES</b>					
	ACER CIRCINATUM	VINE MAPLE	17	5'-6" HT.	B&B MULTI-STEMMED
	CALOCEDRUS DECURRENS	INCENSE CEDAR	11	6'-8" HT	B&B, SPACED PER PLAN
	PINUS NIGRA	AUSTRIAN BLACK PINE	4	6'-8" HT	B&B, WELL-BRANCHED FROM ROOT CROWN TO TOP
	THUJA PLICATA 'ATROVIRENS'	WESTERN RED CEDAR	9	6'-8" HT	B & B, SPACED PER PLAN
	RHAMNUS PURSHIANA	CASCARA	3	6'-8" HT	B&B, WELL-BRANCHED FROM ROOT CROWN TO TOP
	THUJA OCCIDENTALIS 'FASTIGIATA'	AMERICAN ARBORVITAE	3	6'-8" HT	B&B, SPACED PER PLAN
<b>SHRUBS</b>					
	AMELANCHIER ANIFOLIA	SERVICEBERRY	42	5 GAL.	CONTAINER, FULL, WELL BRANCHED, SPACED PER PLAN
	MYRICA CALIFORNICA	PACIFIC WAX MYRTLE	54	5 GAL.	CONTAINER, FULL, WELL BRANCHED, SPACED PER PLAN
	MAHONIA AQUIFOLIUM	TALL OREGON GRAPE	60	5 GAL.	CONTAINER, FULL, WELL BRANCHED, SPACED PER PLAN
	SYMPHORICARPOS ALBUS	SNOWBERRY	70	5 GAL.	CONTAINER, FULL, WELL BRANCHED, SPACED PER PLAN
<b>SURFACE MATERIALS</b>					
	MEDIUM BARK MULCH	MEDIUM BARK MULCH	125	CY	3" DEPTH - CONTRACTOR TO VERIFY QUANTITY

**LANDSCAPE NOTES**

**GENERAL**

1. ALL WORK SHALL BE DONE AS SHOWN IN THE DRAWINGS AND IN CONFORMANCE WITH THE PUGET SOUND ENERGY (PSE) PROJECT GENERAL PROVISIONS AND SPECIFICATIONS FOR THIS PROJECT. THE DRAWINGS SHALL TAKE PRECEDENCE OVER THE SPECIFICATIONS SHOULD THERE BE ANY CONFLICT.

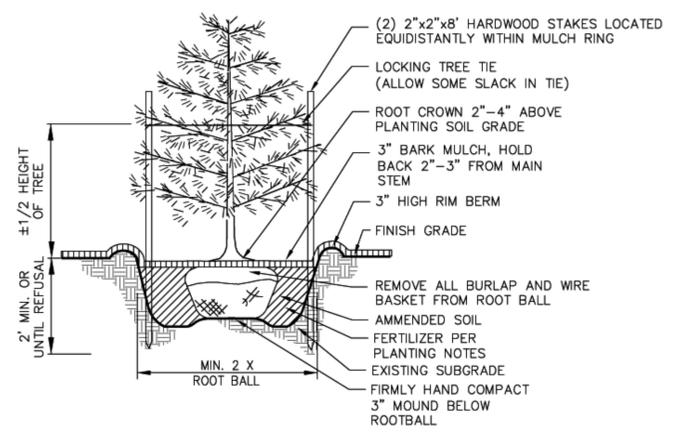
2. SITE BASE INFORMATION PROVIDED BY BOUNDARY AND TOPOGRAPHIC SURVEY, JUANITA SUBSTATION, (DAVID EVANS AND ASSOCIATES, INC. (DEA)), MAY 8, 2007.

**SITE PREPARATION**

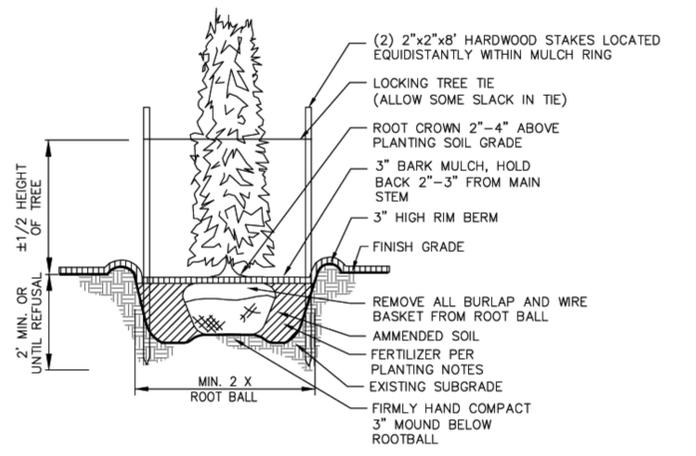
1. CLEAR AND GRUB EXISTING VEGETATION IN AREAS TO BE PLANTED.

**PLANTING**

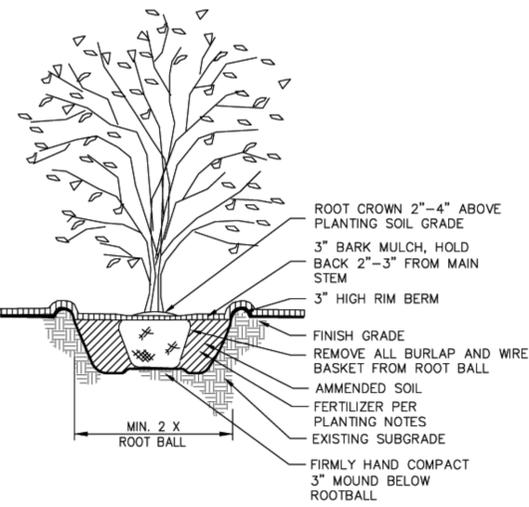
- ALL TREES, SHRUBS AND SEEDING SHALL BE INSTALLED PER THE LANDSCAPE PLAN AND AS SHOWN IN THE PLANTING DETAILS.
- PLANTING BED SHALL BE AMENDED WITH 4" CEDAR GROVE 2-WAY TOPSOIL (OR APPROVED EQUIVALENT) ROTOTILLED INTO 12" OF EXISTING SOIL.
- PLANT PIT BACKFILL SHALL BE CEDAR GROVE 2-WAY TOPSOIL (OR APPROVED EQUIVALENT)
- IMMEDIATELY AFTER PLANTING, PLACE MEDIUM BARK MULCH TO A UNIFORM 3" DEPTH THROUGHOUT PLANTING AREAS.
- CONTRACTOR SHALL APPLY TIME RELEASE FERTILIZER TO PLANT PITS (OSMOCOTE TM OR APPROVED EQUIVALENT) PER MANUFACTURER'S INSTRUCTIONS.
- AFTER INSTALLATION APPLY SNAPSHOT PRE-EMERGENT HERBICIDE (OR APPROVED EQUIVALENT) FOR WEED CONTROL PER MANUFACTURER'S RECOMMENDATIONS.
- ALL PLANT MATERIALS SHALL BE IRRIGATED BY THE CONTRACTOR THOROUGHLY WHEN PLANTED AND UP TO FINAL ACCEPTANCE. PLANTING AREAS SHALL RECEIVE 1" OF WATER PER WEEK DURING MAY 15-OCTOBER 15 EXCLUDING MAJOR STORM EVENTS. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR IRRIGATION DURING THE WARRANTY PERIOD.
- PERMANENT IRRIGATION SYSTEM SHALL BE INSTALLED PER THE IRRIGATION PLAN AND MAINTAINED BY THE CONTRACTOR DURING THE WARRANTY PERIOD.



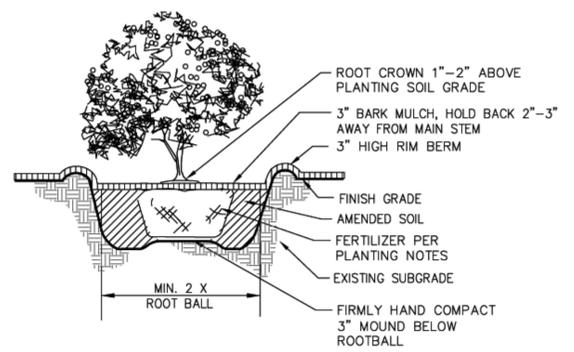
**ORNAMENTAL EVERGREEN TREE PLANTING**  
 NOT TO SCALE



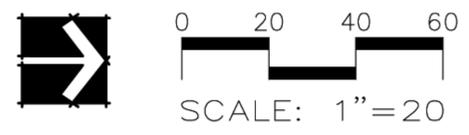
**COLUMNAR EVERGREEN TREE PLANTING**  
 NOT TO SCALE



**DECIDUOUS MULTI-STEM TREE PLANTING**  
 NOT TO SCALE



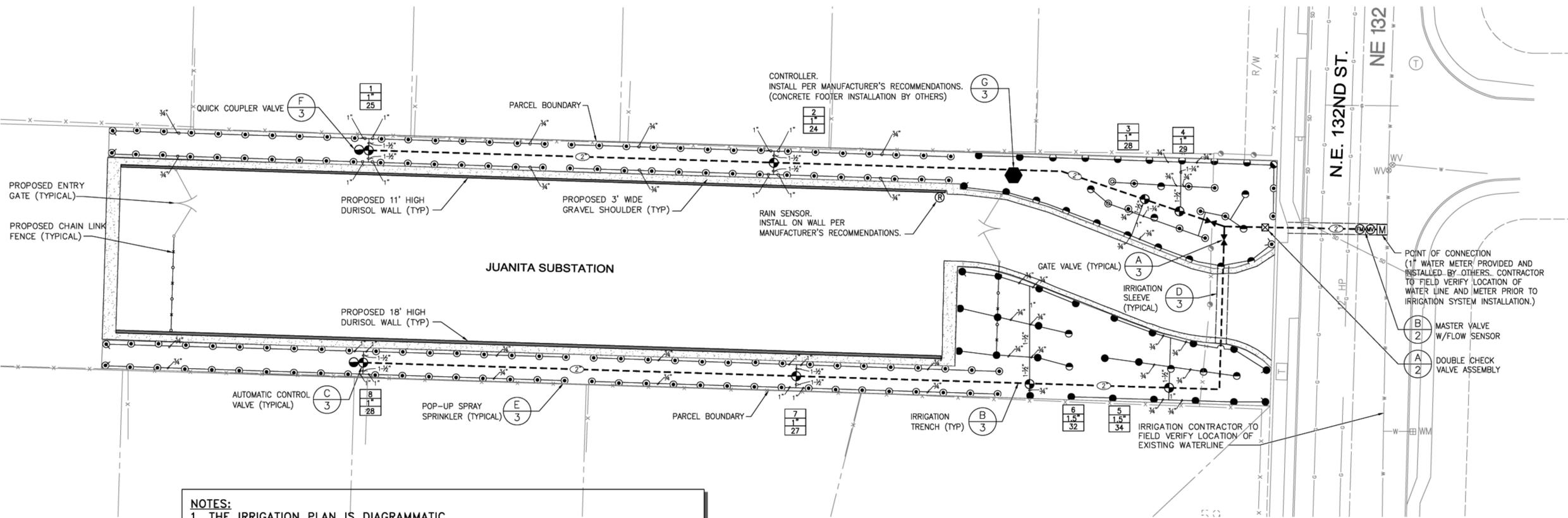
**SHRUB PLANTING**  
 NOT TO SCALE



**DAVID EVANS AND ASSOCIATES INC.**  
 415 - 118th Avenue SE  
 Bellevue Washington 98005-3518  
 Phone: 425.519.6500

**PRELIMINARY- NOT FOR CONSTRUCTION**

REVISION DESCRIPTION:		APPROVAL		DATE (M/D/Y)	JUANITA SUBSTATION LANDSCAPE PLAN	
ORIGINAL ISSUE		GBK		5 / 18 / 08	DRAWING NO. D-14346	
CADD		JCGA		5 / 18 / 08	REV NO. 1	
LAND ARCH					DRAWING NO. D-14346	
REVIEW					REV NO. 1	
LOG OUT					REV NO. 1	
SCALE: 1" = 20'-0"				CLASS: SITE	FILE NO.	
CADD NO: D 14346 01 - L1.DWG				SCANNED		FILE NO.



**NOTES:**  
 1. THE IRRIGATION PLAN IS DIAGRAMMATIC.  
 2. SEE SHEET 3 FOR IRRIGATION NOTES AND DETAILS. INSTALL MAINLINE, VALVES, PIPE, AND ASSOCIATED EQUIPMENT IN PLANTER BEDS OR GRASS AREAS.

**IRRIGATION EQUIPMENT LEGEND**

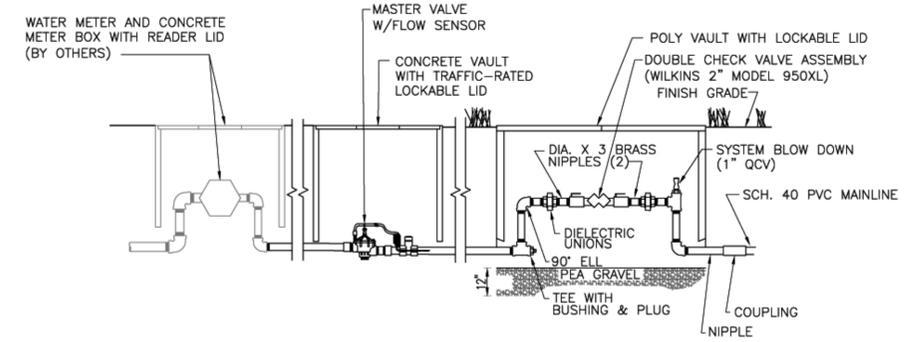
- ⊙ RAIN BIRD FS-200-B FLOW SENSOR
- ⊙ RAIN BIRD MASTER VALVE PEB SERIES
- ⊙ GATE VALVE
- ⊙ RAIN BIRD AUTOMATIC CONTROL VALVE PEB SERIES
- ⊙ RAIN BIRD QUICK COUPLING VALVE #44LRC
- ⊙ RAIN BIRD RAIN SENSOR RSD-CEX
- ⊙ DCVA ASSEMBLY
- ⊙ WATER METER (SUPPLIED AND INSTALLED BY OTHERS)
- ⊙ RAIN BIRD ESP-LX MODULAR OUTDOOR 12-STATION ELECTRONIC CONTROLLER (INSTALL IN VYNKIER POLYSAFE MODEL PS3020A ENCLOSURE. CONCRETE FOOTER FOR PEDESTAL BY OTHERS)

**VALVE LEGEND**

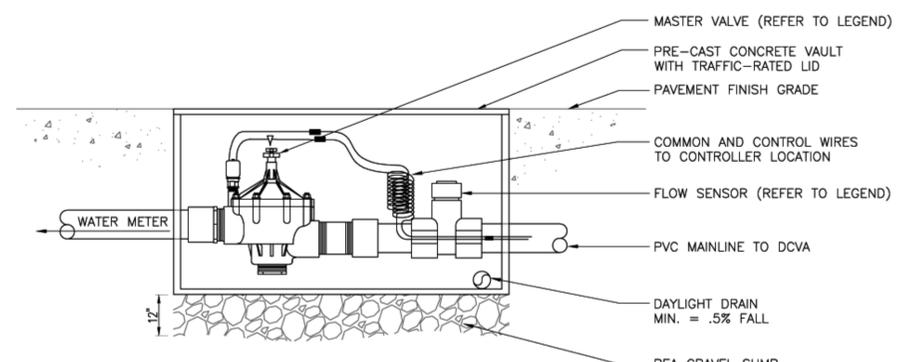
- 1 1 8 STATION NUMBER, VALVE SIZE, GALLONS PER MINUTE
- SCHEDULE 40 PVC MAINLINE (SIZED AS SHOWN ON PLANS) (MINIMUM 18" BURY)
- SCHEDULE 40 PVC LATERAL (1" SIZE UNLESS SHOWN OTHERWISE ON PLANS)
- SCHEDULE 40 PVC SLEEVES (SIZED AT DOUBLE WORKING PIPE DIAMETER)

**IRRIGATION EQUIPMENT LEGEND**

Q	T	H	F	NOZ.	MANF.	MODEL NO.	RAD.	PATTERN	PSI	FLOW
⊙	⊙	⊙	⊙	8'	RAINBIRD	1806-SAM-PRS	8'	QTR, THRD, HLF, FULL	30	.26 .35 .52 1.05 VAR
⊙	⊙	⊙	⊙	10'	RAINBIRD	1806-SAM-PRS	10'	QTR, THRD, HLF, FULL	30	.39 .53 .79 1.58 VAR
⊙	⊙	⊙	⊙	12'	RAINBIRD	1806-SAM-PRS	12'	QTR, THRD, HLF, FULL	30	.65 .87 1.3 2.60 VAR



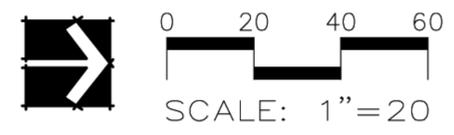
**A DOUBLE CHECK VALVE ASSEMBLY**  
 NOT TO SCALE



**B MASTER VALVE WITH FLOW SENSOR**  
 NOT TO SCALE

**NOTE:**  
 1. ALL FITTINGS AND NIPPLES FROM METER THROUGH FLOW SENSOR (SEE DETAIL B, THIS SHEET) SHALL BE SCH. 80 PVC OR BRASS; SIZE AND LENGTH AS REQUIRED OR AS NOTED.

**NOTE:**  
 1. ALL FITTINGS AND NIPPLES FROM METER THROUGH FLOW SENSOR SHALL BE SCH. 80 PVC OR BRASS; SIZE AND LENGTH AS REQUIRED OR AS NOTED.



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 Phone: 425.519.6500

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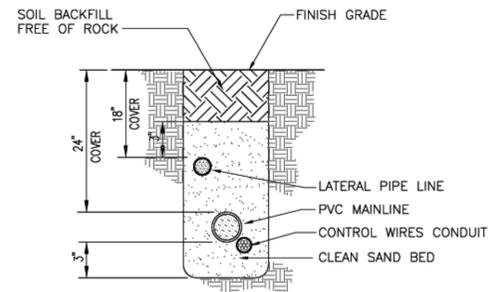
REVISION DESCRIPTION:		APPROVAL	DATE (M/D/Y)	JUANITA SUBSTATION IRRIGATION PLAN	
ORIGINAL ISSUE		CCK	5 / 18 / 08		
CADD		JCGA	5 / 18 / 08		
LAND ARCH					
REVIEW					
LOG OUT					

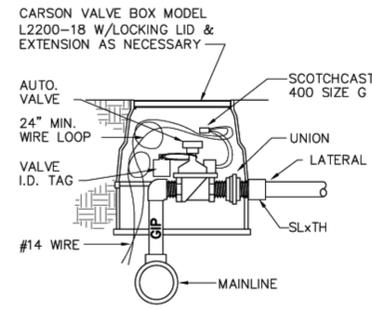
SCALE: 1" = 20'-0"	CLASS: SITE	DRAWING NO: D-14346	REV NO: 0
CADD NO: D-14346 02. IRI.DWG	SCANNED	FILE NO	

# IRRIGATION NOTES

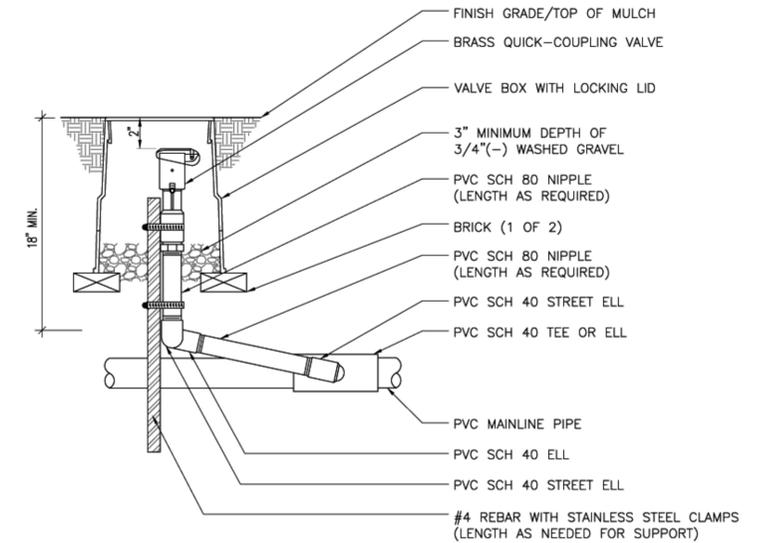
- ALL NEW LANDSCAPE AREAS SHALL HAVE AN AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM. SYSTEM SHALL BE DESIGNED TO CONSERVE WATER AND MINIMIZE OVERSPRAY ON WALKS, VEHICLES AND OTHER SURFACES. IRRIGATION SYSTEM WORK INCLUDES EXCAVATING, BACKFILLING, SUPPLYING AND INSTALLING VALVES AND FITTINGS, PIPING AND FITTINGS, QUICK COUPLER VALVES, VALVE BOXES, AND ACCESSORIES, TESTING, AND WINTERIZING AND SPRING START UP.
  - THE IRRIGATION SYSTEM HAS BEEN DESIGNED FOR A MAXIMUM FLOW OF 35 GPM AT A STATIC PRESSURE OF 66 PSI. IF AVAILABLE PSI IS SIGNIFICANTLY LOWER THAN 66 PSI, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION FOR SYSTEM DESIGN ADJUSTMENT.
  - THE IRRIGATION PLAN IS DIAGRAMMATIC. INSTALL MAINLINE, VALVES, PIPE, AND ASSOCIATED EQUIPMENT IN PLANTER BEDS.
  - LOCATE ALL ABOVE AND BELOW GROUND UTILITIES AND PROTECT THEM FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INCURRED DURING, OR AS A RESULT OF, CONSTRUCTION OF IRRIGATION SYSTEM.
  - IT SHALL BE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO COORDINATE INSTALLATION OF IRRIGATION SLEEVES WITH THE GENERAL CONTRACTOR.
  - INSTALL SYSTEM TO MEET ALL APPLICABLE CODES AND INSPECTIONS AND OBTAIN ALL REQUIRED PERMITS PRIOR TO CONSTRUCTION.
  - INSTALL ALL MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S WRITTEN SPECIFICATIONS AND RECOMMENDATIONS.
  - PROVIDE ONLY NEW MATERIALS, WITHOUT FLAWS OR DEFECTS AND OF THE HIGHEST QUALITY OF THEIR SPECIFIED CLASS AND KIND FOR COMMERCIAL USE.
- PVC MAINLINE AND LATERAL PIPE SHALL BE CONSTRUCTED OF SCH. 40 PVC. ALL PIPES SHALL BE PERMANENTLY PRINTED WITH STANDARD PERTINENT INFORMATION.
  - PVC FITTINGS SHALL BE SCHEDULE 80 RATED FOR MAINLINE AND SCHEDULE 40 RATED FOR LATERALS AND MEET ASTM D2466 STANDARDS AND SPECIFICATIONS.
  - PVC NIPPLES SHALL BE SCHEDULE 80 RATED AND MEET ASTM D1785 REQUIREMENTS AND SPECIFICATIONS. ALL NIPPLES WILL HAVE TAPERED THREADS.
  - JOINING MATERIALS USED SHALL BE MANUFACTURED BY I.P.S. OR APPROVED EQUIVALENT, AND SHALL BE USED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN SPECIFICATIONS AND SAFETY RECOMMENDATIONS.
  - THREADED CONNECTIONS (PVC) SHALL BE SEALED WITH TEFLON TAPE OR TEFLON PASTE.
  - IRRIGATION SLEEVES SHALL BE SCHEDULE 40 PVC AND SIZED DOUBLE THE DIAMETER OF THE PIPE RUNNING THROUGH IT.
  - CONTROLLER SHALL BE RAINBIRD ESP-LX MODULAR OUTDOOR 12-STATION OR APPROVED EQUIVALENT AND CABINET-MOUNTED IN A VYNCKIER POLYSAFE MODEL PS3020A ENCLOSURE OR APPROVED EQUIVALENT AS SHOWN ON PLANS. INSTALLATION SHALL BE ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. COORDINATE LOCATION WITH OWNER.
  - ALL IRRIGATION WIRING TO BE "MULTISTRAND" WIRING.
  - INSTALL A RAINBIRD PEB-SERIES MASTER VALVE AT THE WATER METER. COORDINATE WITH OWNER.
  - INSTALL A RAINBIRD FLOW SENSOR, MODEL FS-200-B, FLOW SENSOR DOWNSTREAM FROM MASTER VALVE.
- CONTRACTOR SHALL PROVIDE IRRIGATION SYSTEM RECORD DRAWINGS LEGIBLY MARKED TO RECORD ACTUAL INSTALLATION. DRAWINGS SHALL INDICATE HORIZONTAL AND VERTICAL LOCATIONS, REFERENCED TO PERMANENT SURFACE IMPROVEMENTS. IDENTIFY FIELD CHANGES OF DIMENSION AND DETAIL INCLUDING CHANGES MADE BY CHANGE ORDER. AN 11"x17" PLAN SHALL BE LAMINATED AND PLACED AT THE CONTROLLER LOCATION LEGIBLY SHOWING COLOR-CODED ZONES.
  - CONTRACTOR SHALL REVIEW ENTIRE SYSTEM WITH OWNER'S REPRESENTATIVE AND SUPPLY OPERATIONS MANUAL AND WARRANTIES.
  - WINTERIZATION: CONTRACTOR SHALL INSPECT SYSTEM, SHUTOFF AND DRAIN PIPE BETWEEN SHUTOFFS AND DOUBLE-CHECK VALVE AND BLOW OUT SYSTEM COMPLETELY BETWEEN OCTOBER 1 AND OCTOBER 15 DURING THE WARRANTY PERIOD FOR WINTERIZATION.
  - SPRING STARTUP: CONTRACTOR SHALL INSPECT, PRESSURIZE SYSTEM, REPAIR LEAKS AND ANY FAULTY WORK, ADJUST AND PROGRAM CONTROLLERS AS NECESSARY BEFORE MARCH 31 FOR SPRING STARTUP.



**B TRENCH DETAIL**  
NOT TO SCALE

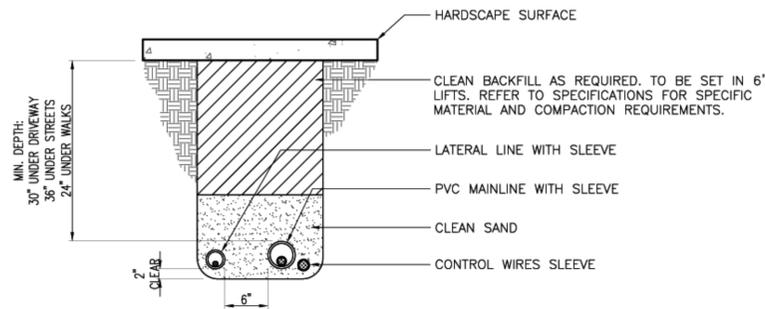


**C AUTOMATIC CONTROL VALVE**  
NOT TO SCALE



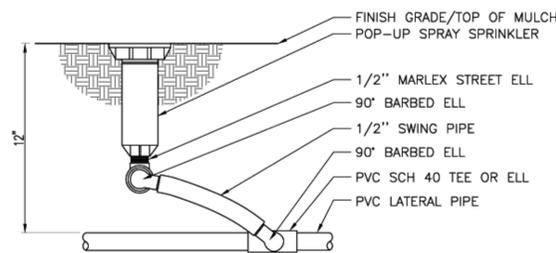
NOTE:  
1. FURNISH FITTINGS AND PIPING NOMINALLY SIZED IDENTICAL TO NOMINAL QUICK COUPLER VALVE INLET SIZE.

**F QUICK COUPLER VALVE**  
NOT TO SCALE

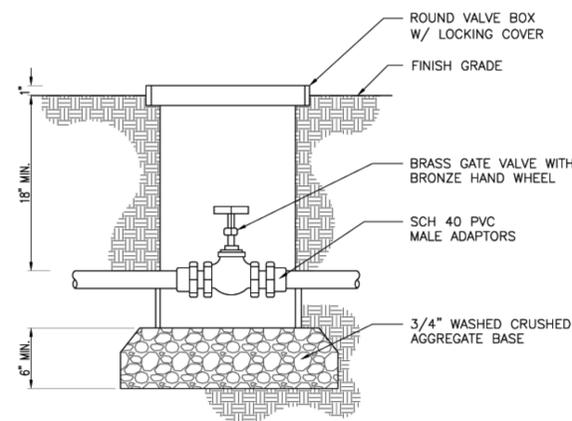


- NOTES:
- ALL SLEEVES TO BE PVC. SCH. 40 AND TWICE THE DIAMETER OF THE WORKING PIPE.
  - ALL SLEEVES TO RUN A MIN. OF 12" BEYOND HARDSCAPE EDGES.
  - CLEAN BACKFILL MAY BE SUBSTITUTED FOR SAND UNDER WALKS AND DRIVES.

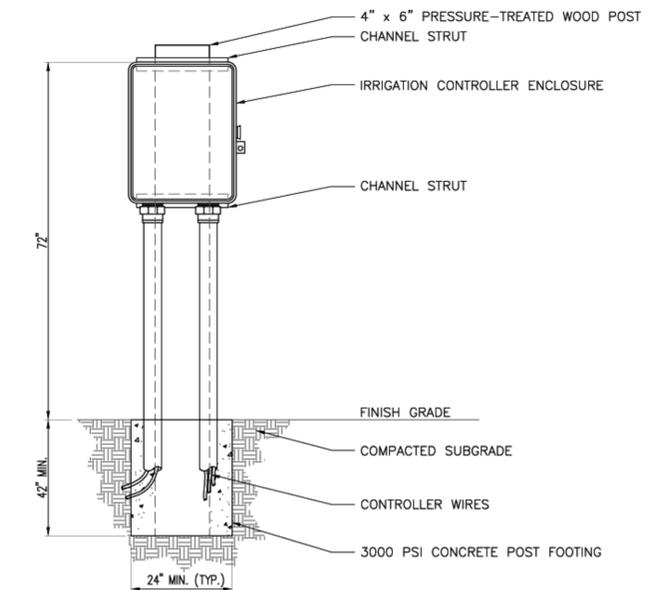
**D IRRIGATION SLEEVING**  
NOT TO SCALE



**E POP-UP SPRAY SPRINKLER**  
NOT TO SCALE



**A GATE VALVE**  
NOT TO SCALE



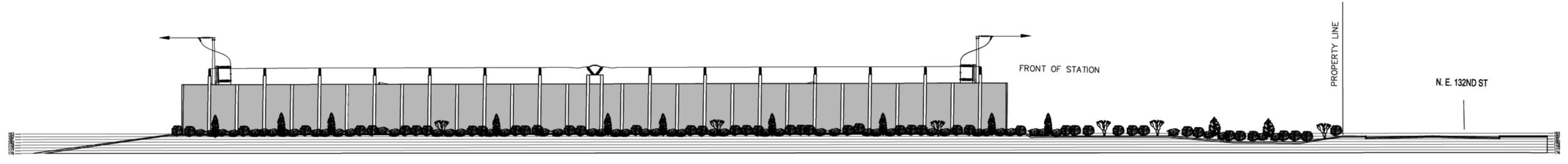
**G CONTROLLER INSTALLATION**  
NOT TO SCALE



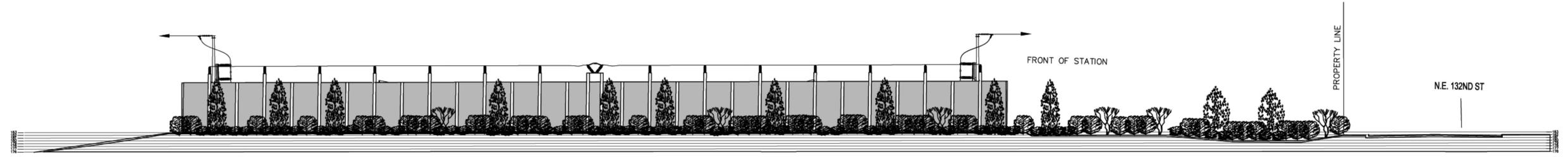
**DAVID EVANS AND ASSOCIATES INC.**  
415 - 118th Avenue SE  
Bellevue Washington 98005-3518  
Phone: 425.519.6500

**PRELIMINARY- NOT FOR CONSTRUCTION**

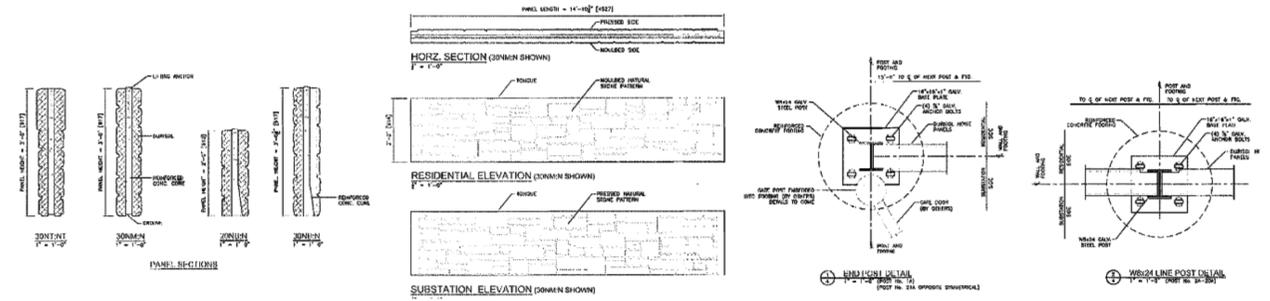
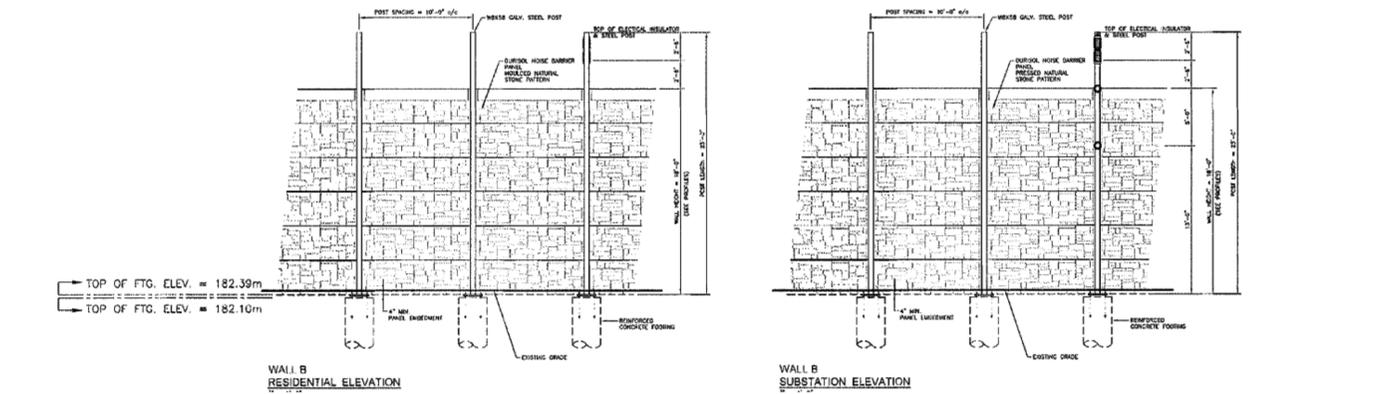
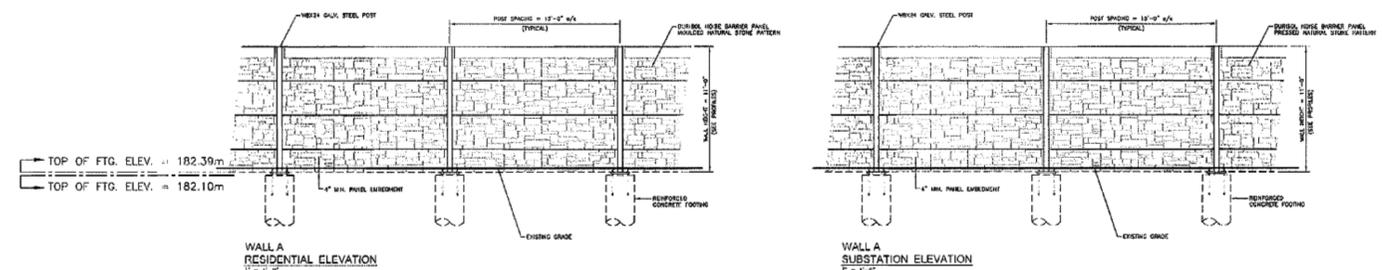
REVISION DESCRIPTION: ORIGINAL ISSUE		APPROVAL		DATE (M/D/Y)		JUANITA SUBSTATION IRRIGATION NOTES & DETAILS	
CADD	CCK			5 / 18 / 08		DRAWING NO D-14346	
LAND ARCH	JCGA			5 / 18 / 08		REV NO 0	
REVIEW						DRAWING NO D-14346	
LOG OUT						REV NO 0	
SCALE: CADD NO: D 14346 02. IRI. DWG		CLASS: SITE		FILE NO		SCANNED	



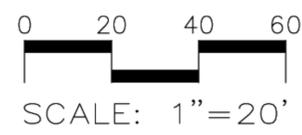
PLANT SIZE AT INSTALLATION  
EAST ELEVATION



PLANT SIZE AT 10 YEARS GROWTH  
EAST ELEVATION



ELEVATION &  
TYPICAL DETAILS

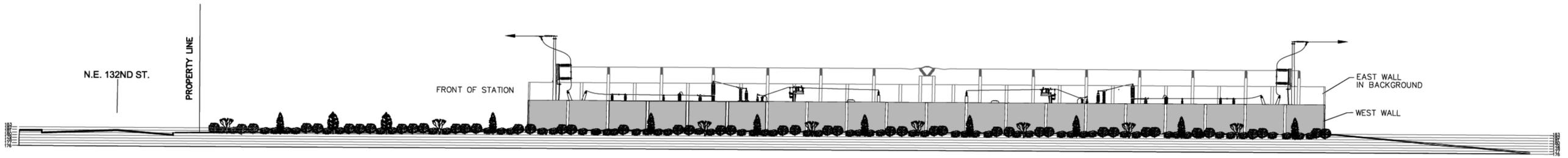


REVISION DESCRIPTION:		
ORIGINAL ISSUE		
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LAND ARCH	JCGA	5 / 18 / 08
REVIEW		
LOG OUT		

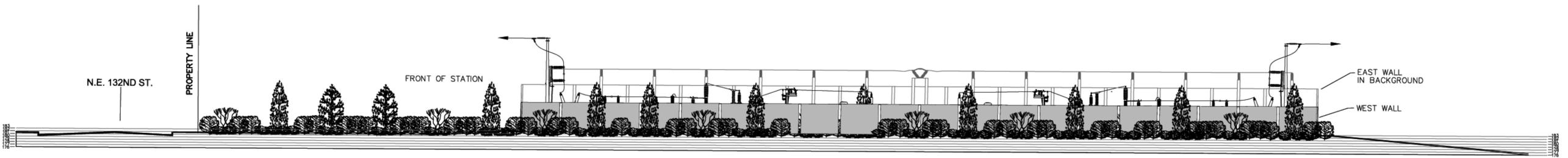
JUANITA SUBSTATION EAST LANDSCAPE ELEVATION			
	SUBSTATION ENGINEERING DEPARTMENT	DRAWING NO	REV NO
		D-14346	0
SCALE:	CLASS: SITE	SCANNED	FILE NO
CADD NO: D 14346 04_ELI.DWG			



**DAVID EVANS  
AND ASSOCIATES INC.**  
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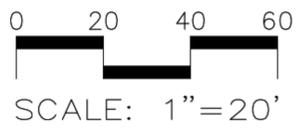


PLANT SIZE AT INSTALLATION  
WEST ELEVATION



PLANT SIZE AT 10 YEARS GROWTH  
WEST ELEVATION

**DAVID EVANS  
AND ASSOCIATES INC.**  
415 - 118th Avenue SE  
Bellevue Washington 98005-3518  
Phone: 425.519.6500



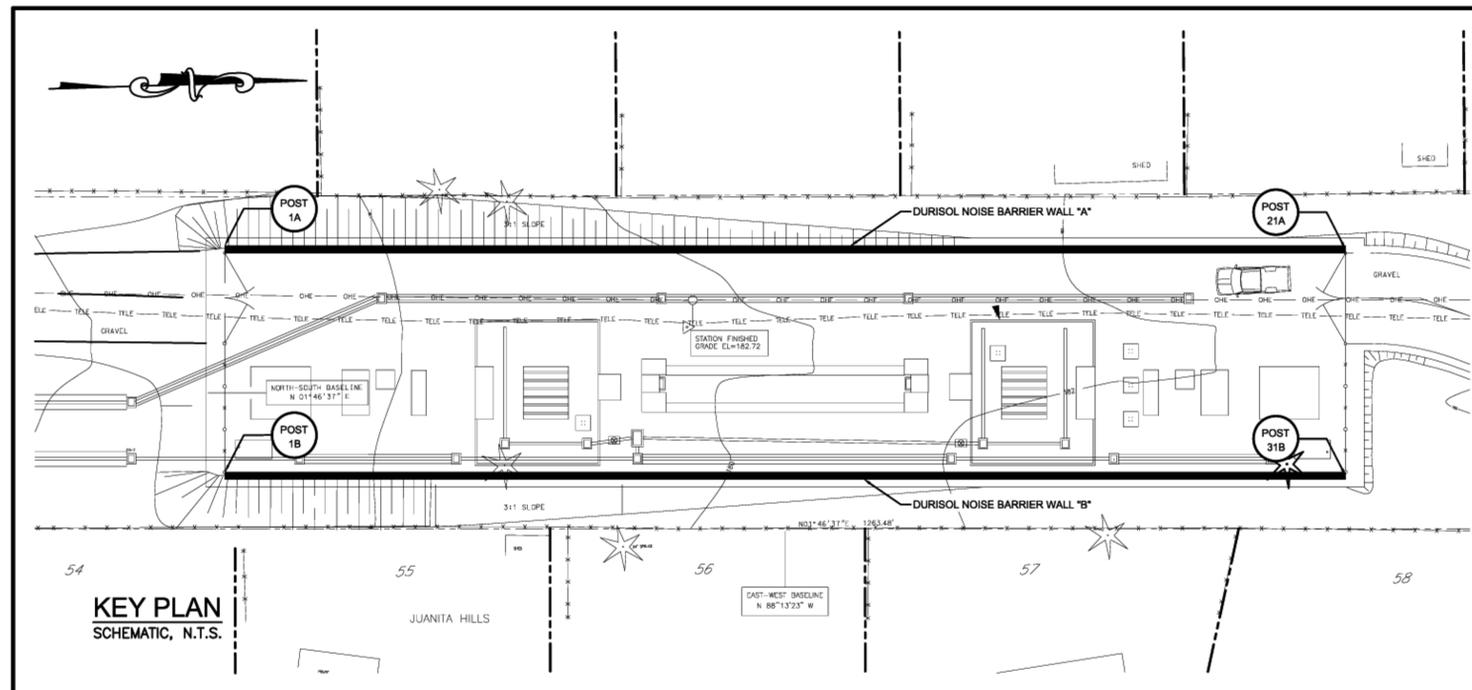
REVISION DESCRIPTION:			JUANITA SUBSTATION WEST LANDSCAPE ELEVATION				
ORIGINAL ISSUE							
	APPROVAL	DATE (M/D/Y)	 <b>PUGET SOUND ENERGY</b>		SUBSTATION ENGINEERING DEPARTMENT	DRAWING NO	REV NO
CADD	GBK	5 / 18 / 08				D-14346	0
LAND ARCH	JCGA	5 / 18 / 08	SCALE:		CLASS: SITE	SHEET 5 OF 5	FILE NO
REVIEW		/ /	CADD NO: D 14346 05. EL2.DWG				
LOG OUT		/ /					

# Durisol® NOISE BARRIER WALL SYSTEM

**Durisol®**  
 DURISOL INC.  
 CANADIAN OFFICE  
 Durisol Inc. 67 Frid Street  
 Hamilton, Ontario, CANADA L8P 4M3  
 Phone: 905-521-0999 \* Fax: 905-521-8658  
 UNITED STATES OFFICE  
 Durisol USA Inc. 8270 Greensboro Drive, Suite 630  
 McLean, Virginia, U.S.A. 22102  
 Phone: 866-801-0999 \* Fax: 877-268-8813

## JUANITA SUBSTATION

## WASHINGTON STATE



### GENERAL NOTES

#### 1. DESIGN

- 1.1 The structure and its components have been designed in accordance with the following:  
 AISC - Manual of Steel Construction - LRFD 2001.  
 AASHTO - LRFD Bridge Design Specifications - Latest Edition  
 AASHTO - Guide Specifications for Structural Design of Sound Barriers, 1989  
 1992 Revisions - 2002 Interims  
 BOCA - 1999
- 1.2 All dimensions and sizes are given in feet and inches unless noted otherwise

#### 2. LOADING

- 2.1 Design Wind Pressure = 25.0 psf

#### 3. CONCRETE

- 3.1 All concrete work shall conform to ACI 318.
- 3.2 Concrete cylinder strength at 28 days shall not be less than:  
 Durisol Panels (Core).....5000 psi  
 Non-shrink Grout (by others).....5000 psi  
 Concrete in Footing (by others).....4350 psi

#### 4. FOUNDATIONS

- 4.1 Foundation design based on geotechnical information provided by GeoEngineers Inc., prepared for Puget Sound Energy, report File No. 0186-760-00
- 4.2 Footing concrete to be cast entirely against undisturbed soil, compacted soil to 95% Standard Proctor Density, or rock.

#### 5. REINFORCING STEEL

- 5.1 All reinforcing steel shall be deformed bars and have a minimum yield strength of 60 ksi conforming to ASTM A615.
  - 5.2 Welded wire reinforcement shall conform to ASTM A185.
  - 5.3 Post and Panel steel to be Hot Dip Galvanized.
- #### 6. STRUCTURAL STEEL
- 6.1 All structural steel work to comply with AASHTO M270 (ASTM A709), grade 345 W (50 ksi).
  - 6.2 All plates shall conform to AASHTO M270 (ASTM A709) Minimum yield strength = 345 MPa (50 ksi)
  - 6.3 All fasteners/Anchor Bolts to be hot-dip galvanized to comply with ASTM A449. Minimum ultimate strength = 725 MPa (105 ksi).
  - 6.4 All components shall be hot dip galvanized after fabrication and comply with ASTM A123.
  - 6.5 Galvanized surfaces which are abraded shall be cleaned and painted with two coats of zinc-rich paint.

#### 7. WELDING

- 7.1 All welding and the preparation and assembly of materials for welding shall conform to the Standard Specifications for Highway and Bridge Welding Code (ANSI/AASHTO/AWS D1.5) and all interim revisions published by AASHTO as of 2000.

#### 8. ACOUSTIC PROPERTIES

- 8.1 Noise Reduction Coefficient (NRC)  
 8.1.1 Minimum NRC for Absorptive Classification ≥ 0.70.  
 8.1.2 Durisol panels when tested in accordance with ASTM Standard C423-81, free standing, in accordance with ASTM Standard E795-81, record a minimum NRC ≥ 0.70 (both faces).
- 8.2 Sound Transmission Coefficient (STC)  
 8.2.1 The Durisol wall meets the minimum STC ≥ 42 when measured in accordance with ASTM Standard E90-75.

#### 9. INSTALLATION

- 9.1 Posts identified by numbers shown on elevation drawings.
- 9.1.1 Posts shall be installed plumb to within a tolerance of ± 1/4" in 10'-0" and on lines and spacings specified within ± 3/8", or as per contract.
- 9.2 Bay of panels identified by post number to left of bay.
- 9.3 Each panel in bay identified by code showing type, size and orientation.
- 9.4 All panels to be level horizontally unless noted otherwise.
- 9.5 The Contractor shall verify all dimensions on site and correlate with construction drawings. The Engineer shall be notified of any discrepancies prior to commencing with construction.

000.00 = TOP OF CONCRETE FOUNDATION ELEVATION (R)

1 05.09.08 CLG ISSUED FOR APPROVAL

No. DATE BY DESCRIPTION

REVISIONS

PROJECT TITLE:

JUANITA  
 SUBSTATION

LOCATION:

WASHINGTON, USA

DRAWING TITLE:

TITLE SHEET

FEDERAL PROJECT No:

STATE PROJECT No:

SCALE: NOTED ACAD FILE: 08RC025-01.dwg

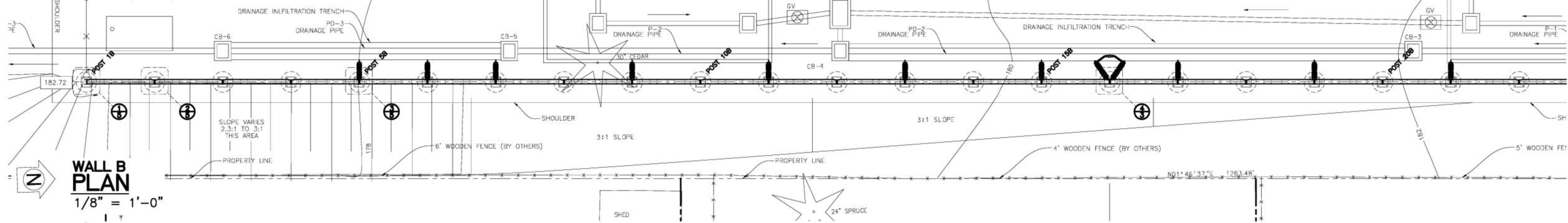
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CHECKED BY: GJS 08RC25

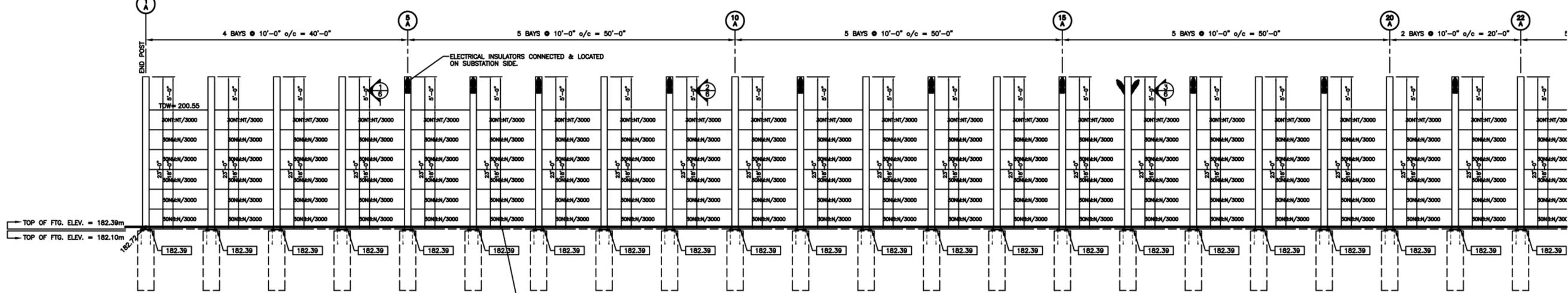
DATE: MAY 5, 2008 SHEET No:

DATE OF PRINT: MAY 9, 2008 1 of 6



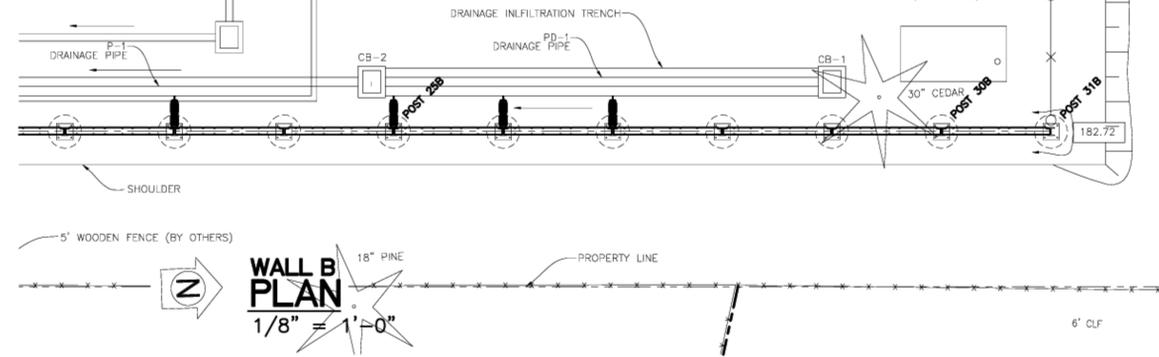


**WALL B PLAN**  
 1/8" = 1'-0"

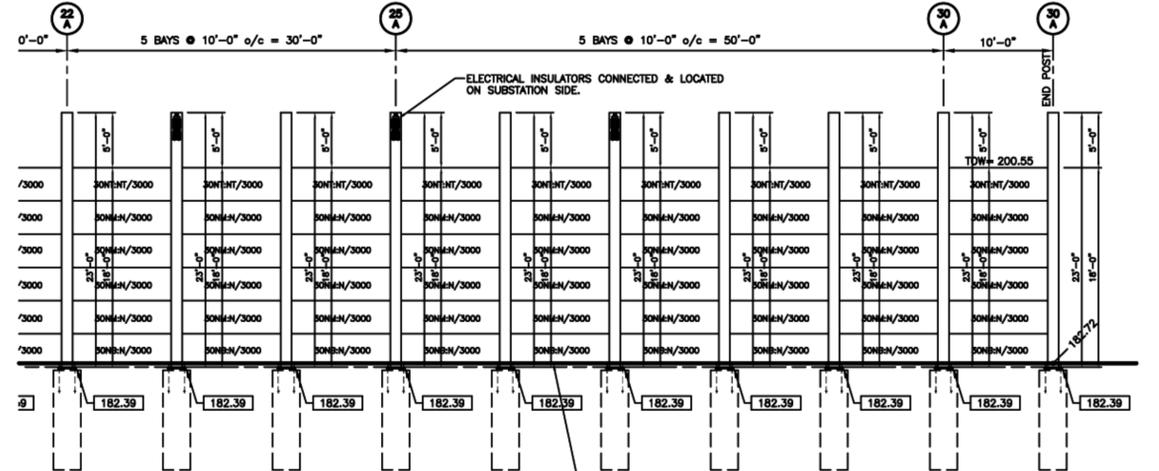


**NOISE BARRIER WALL B ELEVATION**  
 1/8" = 1'-0" (VIEW FROM RESIDENTIAL SIDE)

POST TYPE	WB5b23'-0"	POST TYPE																				
PLATE THICKNESS	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	PLATE THICKNESS
ANCHOR BOLT DIA.	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	ANCHOR BOLT DIA.
POST TYPE	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	POST TYPE
FTG. DIAMETER	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	FTG. DIAMETER
FTG. DEPTH																						FTG. DEPTH



**WALL B PLAN**  
 1/8" = 1'-0"



**NOISE BARRIER WALL B ELEVATION**  
 1/8" = 1'-0" (VIEW FROM RESIDENTIAL SIDE)

POST TYPE	WB5b23'-0"	POST TYPE																				
PLATE THICKNESS	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	PLATE THICKNESS
ANCHOR BOLT DIA.	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	1-1/4"	ANCHOR BOLT DIA.
POST TYPE	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	30"	POST TYPE
FTG. DIAMETER	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	13'-0"	FTG. DIAMETER
FTG. DEPTH																						FTG. DEPTH

000.00 = TOP OF CONCRETE FOUNDATION ELEVATION (F)

No.	DATE	BY	DESCRIPTION
1	05.09.08	CLG	ISSUED FOR APPROVAL

REVISIONS

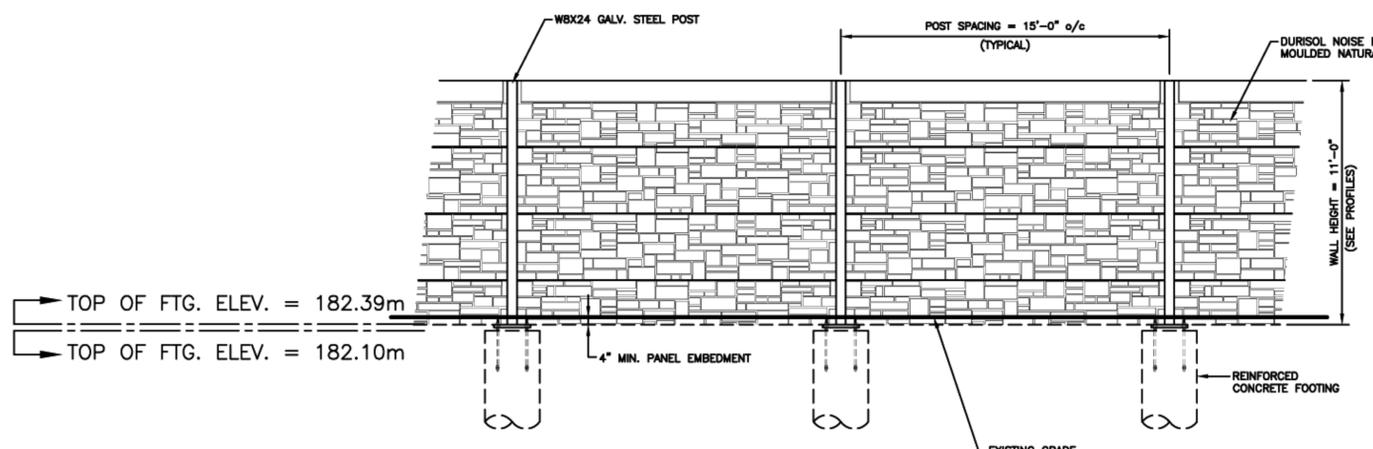
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**JUANITA SUBSTATION**

LOCATION:  
**WASHINGTON, USA**

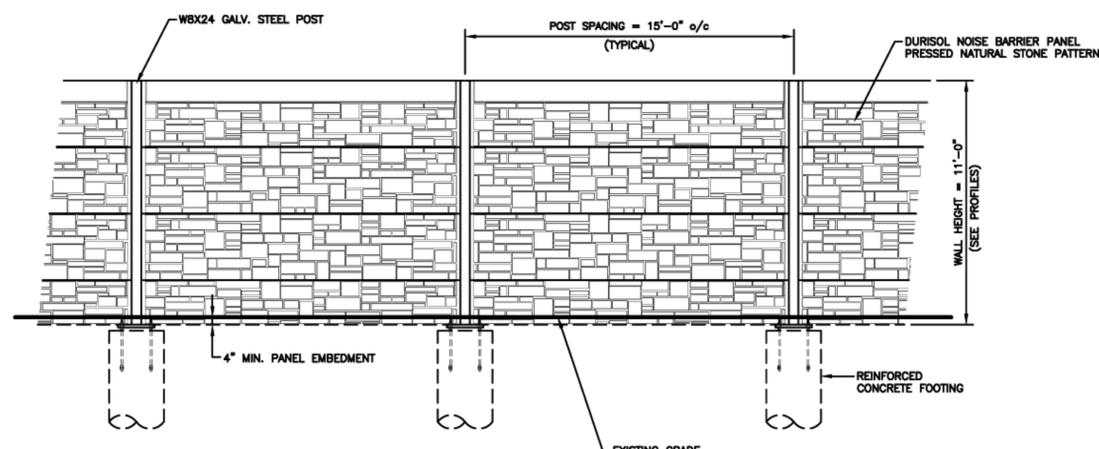
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 SCALE: NOTED  
 DRAWN BY: CLG  
 CHECKED BY: GJS  
 DATE: MAY 5, 2008  
 DATE OF PRINT: MAY 9, 2008

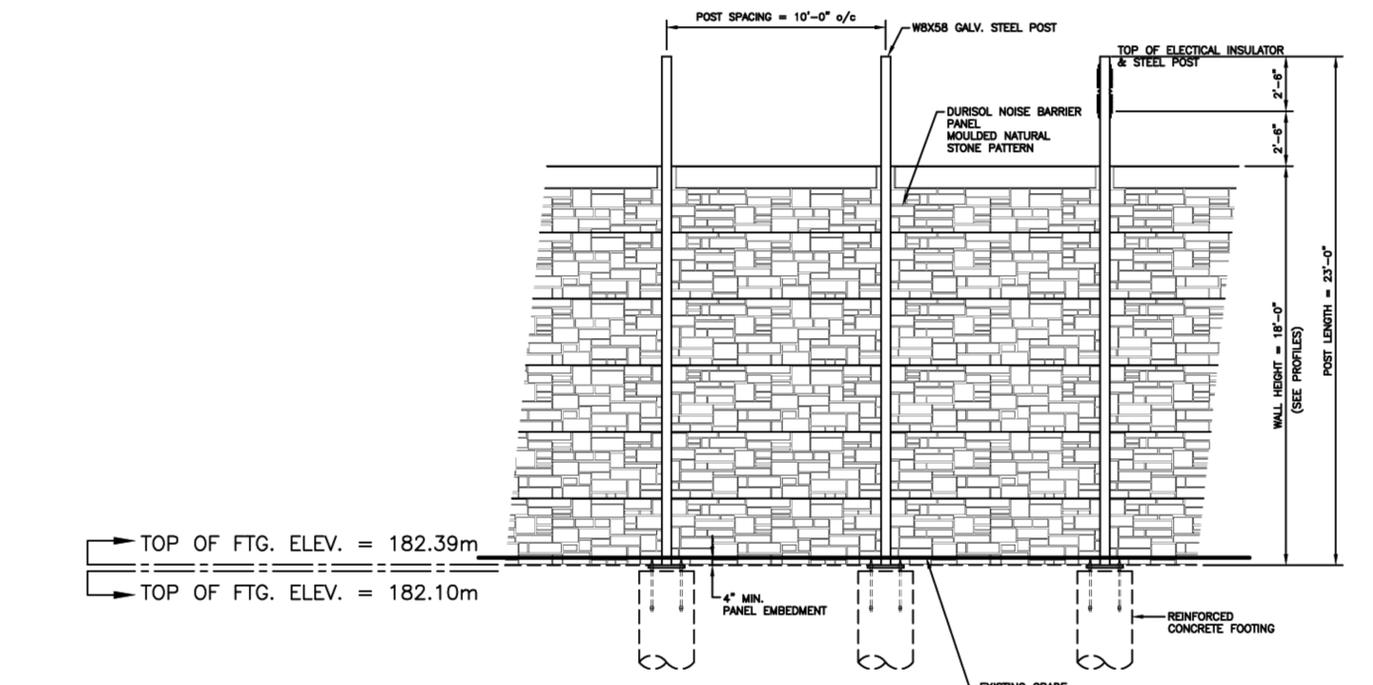
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**08RC25**  
 SHEET No:  
**3 of 6**



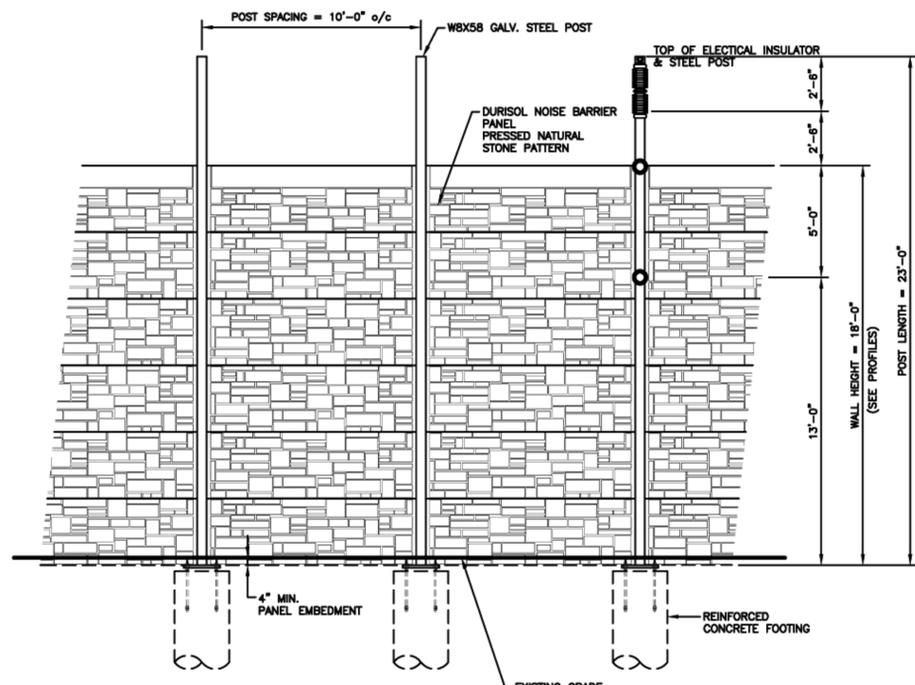
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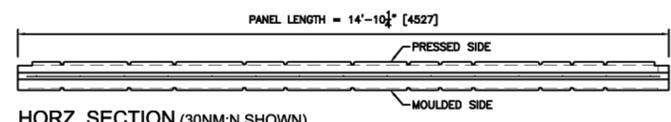
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 SUBSTATION ELEVATION**  
 $\frac{3}{8}'' = 1'-0''$



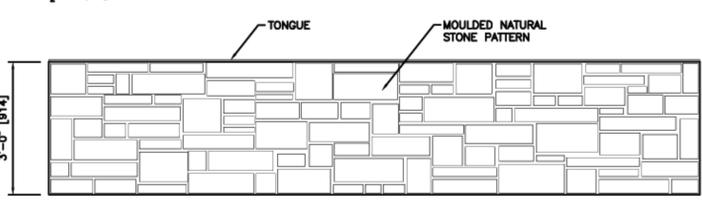
**WALL B  
 RESIDENTIAL ELEVATION**  
 $\frac{3}{8}'' = 1'-0''$



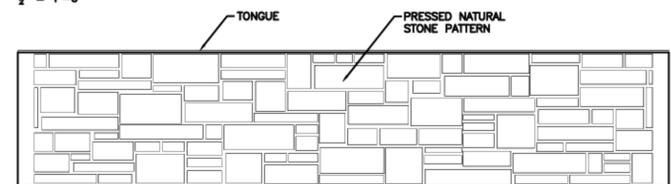
**WALL B  
 SUBSTATION ELEVATION**  
 $\frac{3}{8}'' = 1'-0''$



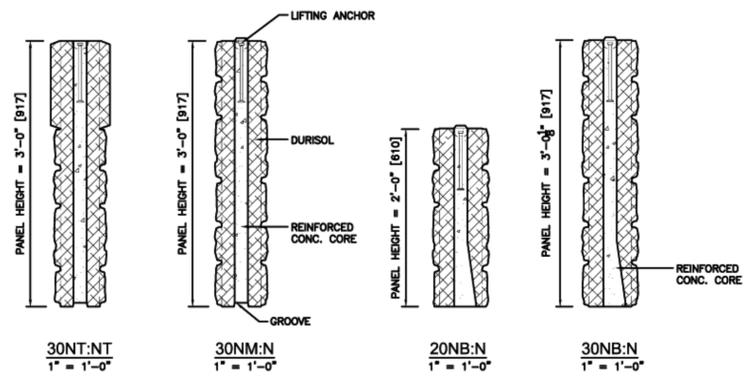
**HORZ. SECTION (30NM:N SHOWN)**  
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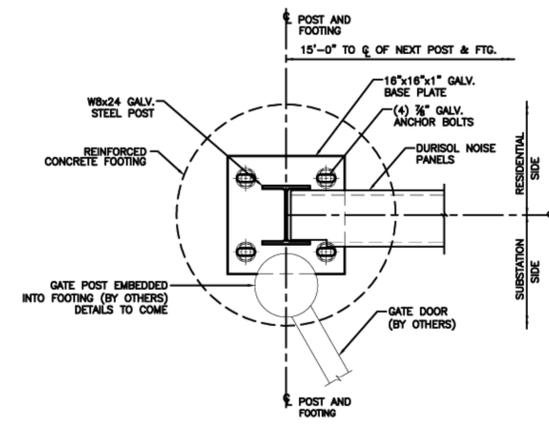
**RESIDENTIAL ELEVATION (30NM:N SHOWN)**  
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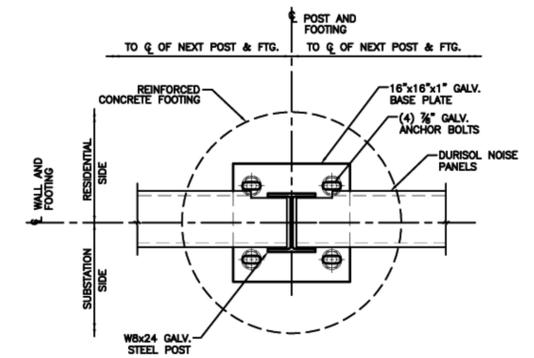
**SUBSTATION ELEVATION (30NM:N SHOWN)**  
 $\frac{3}{8}'' = 1'-0''$



**PANEL SECTIONS**



**1 END POST DETAIL**  
 $1'' = 1'-0''$  (POST No. 1A)  
 $1'' = 1'-0''$  (POST No. 21A OPPOSITE SYMMETRICAL)



**2 W8x24 LINE POST DETAIL**  
 $1'' = 1'-0''$  (POST No. 2A-20A)

000.00 = TOP OF CONCRETE FOUNDATION ELEVATION (R)

1 05.09.08 CLG ISSUED FOR APPROVAL

No. DATE BY: DESCRIPTION:

REVISIONS

PROJECT TITLE:

**JUANITA  
 SUBSTATION**

LOCATION:

**WASHINGTON, USA**

DRAWING TITLE:

**ELEVATION &  
 TYPICAL DETAILS**

FEDERAL PROJECT No:

STATE PROJECT No:

SCALE: NOTED

DRAWN BY: CLG

CHECKED BY: GJS

DATE: MAY 5, 2008

DATE OF PRINT: MAY 9, 2008

ACAD FILE: 08rc025-04.dwg

DURISOL PROJECT No:

**08RC25**

SHEET No:

**4 of 6**

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1 05.09.08 CLG ISSUED FOR APPROVAL

No. DATE: BY: DESCRIPTION:

REVISIONS

PROJECT TITLE:

JUANITA  
 SUBSTATION

LOCATION:

WASHINGTON, USA

DRAWING TITLE:

TYPICAL  
 DETAILS

FEDERAL PROJECT No:

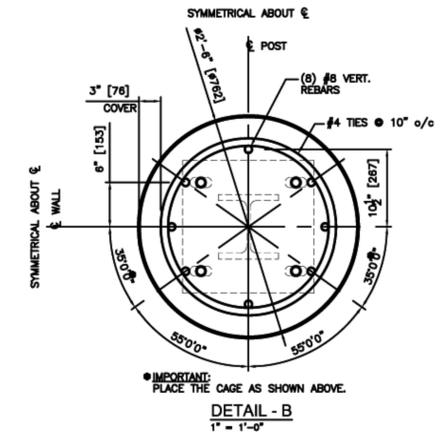
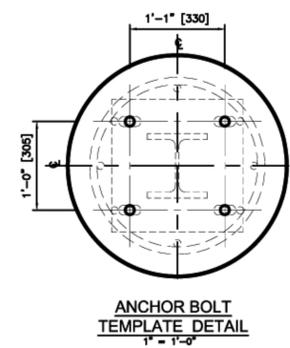
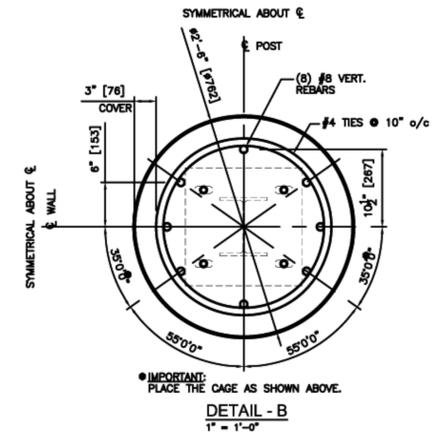
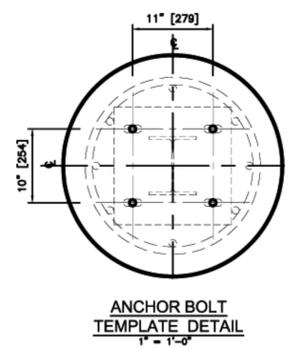
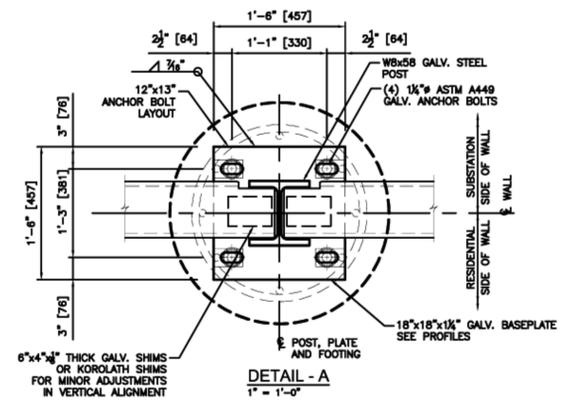
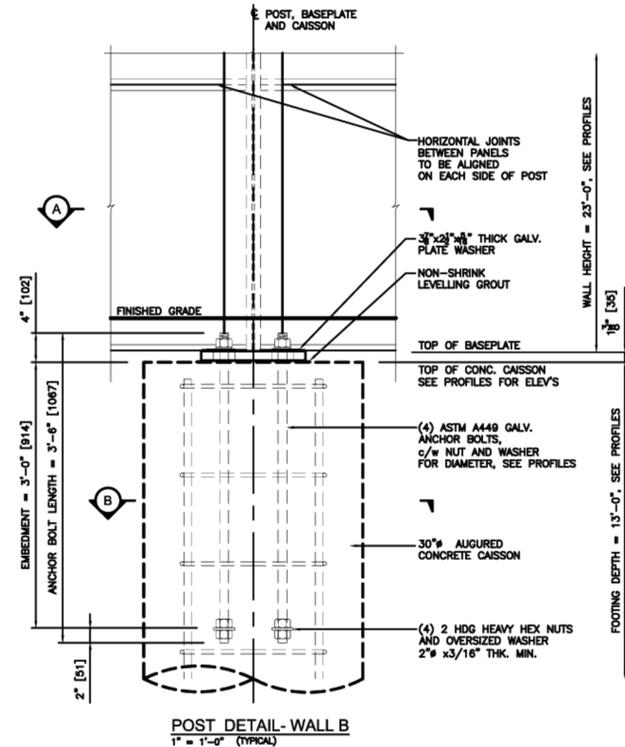
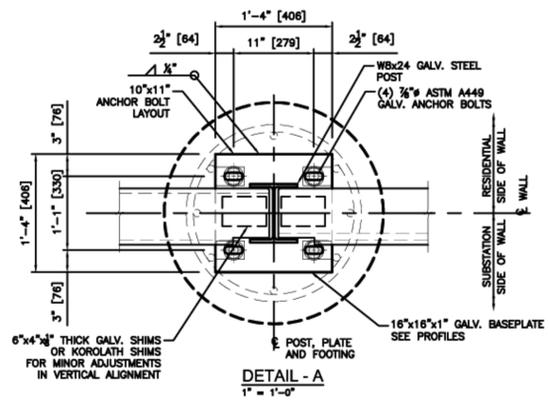
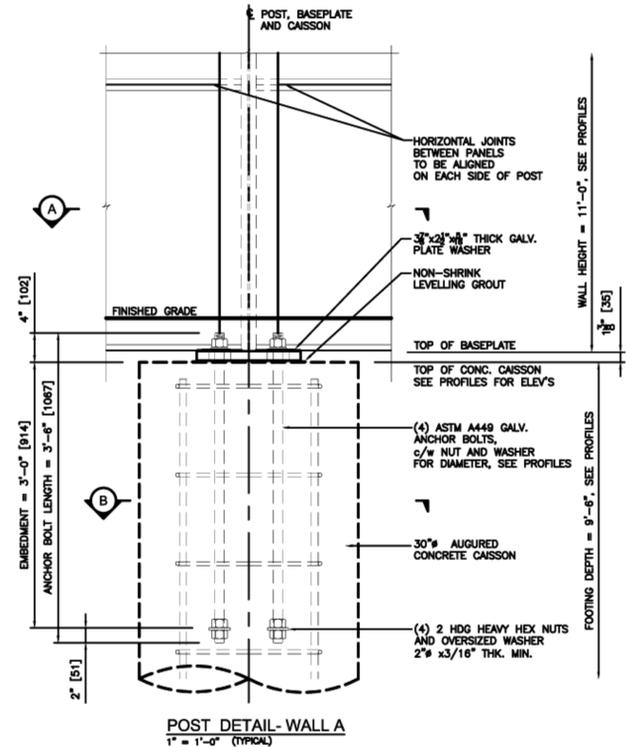
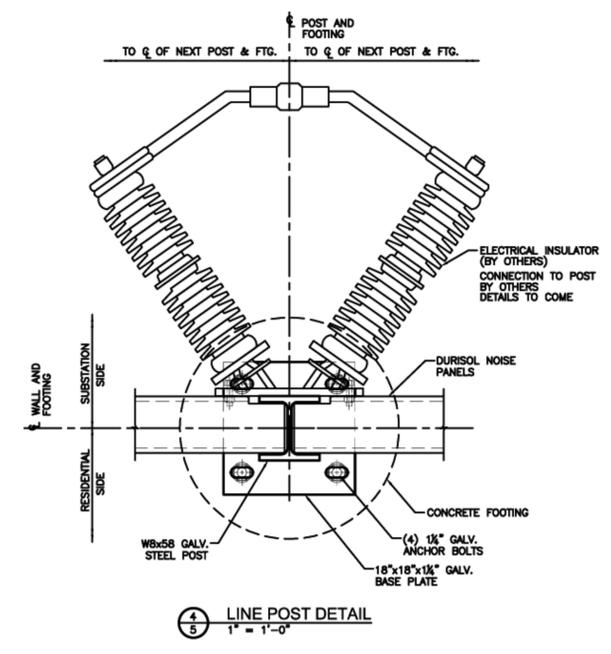
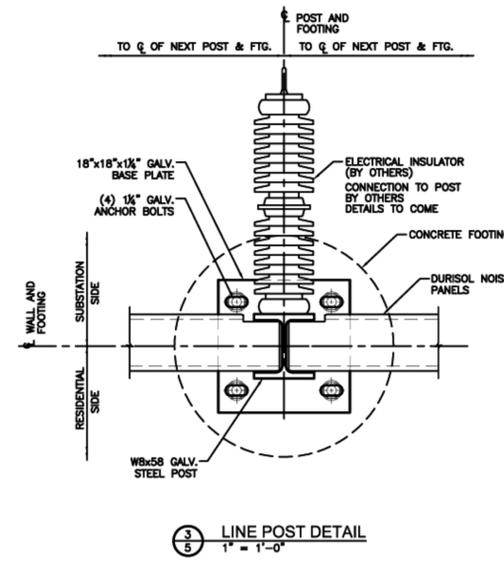
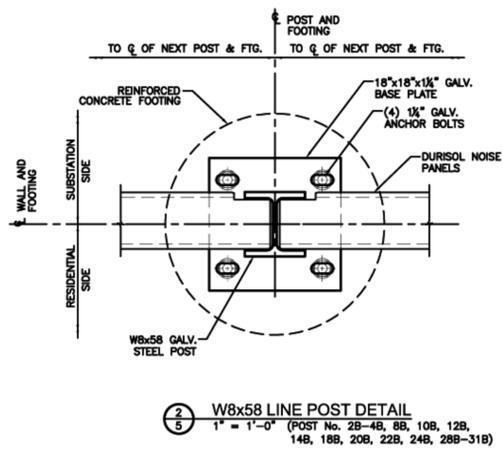
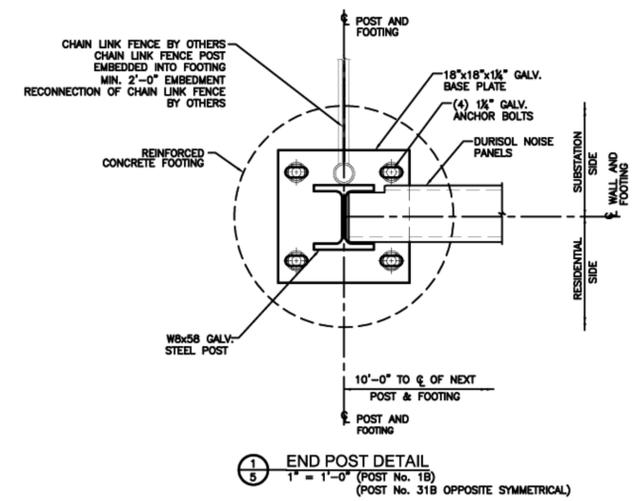
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DRAWN BY: CLG DURISOL PROJECT No: 08RC25

CHECKED BY: GJS SHEET No:

DATE: MAY 5, 2008 DATE OF PRINT: MAY 9, 2008 5 of 6



IMPORTANT: PLACE THE CAGE AS SHOWN ABOVE.

IMPORTANT: PLACE THE CAGE AS SHOWN ABOVE.

000.00 = TOP OF CONCRETE FOUNDATION ELEVATION (R)

1 05.09.08 CLG ISSUED FOR APPROVAL

No. DATE: BY: DESCRIPTION:

REVISIONS

PROJECT TITLE:

JUANITA  
 SUBSTATION

LOCATION:

WASHINGTON, USA

DRAWING TITLE:

SECTIONS

FEDERAL PROJECT No:

STATE PROJECT No:

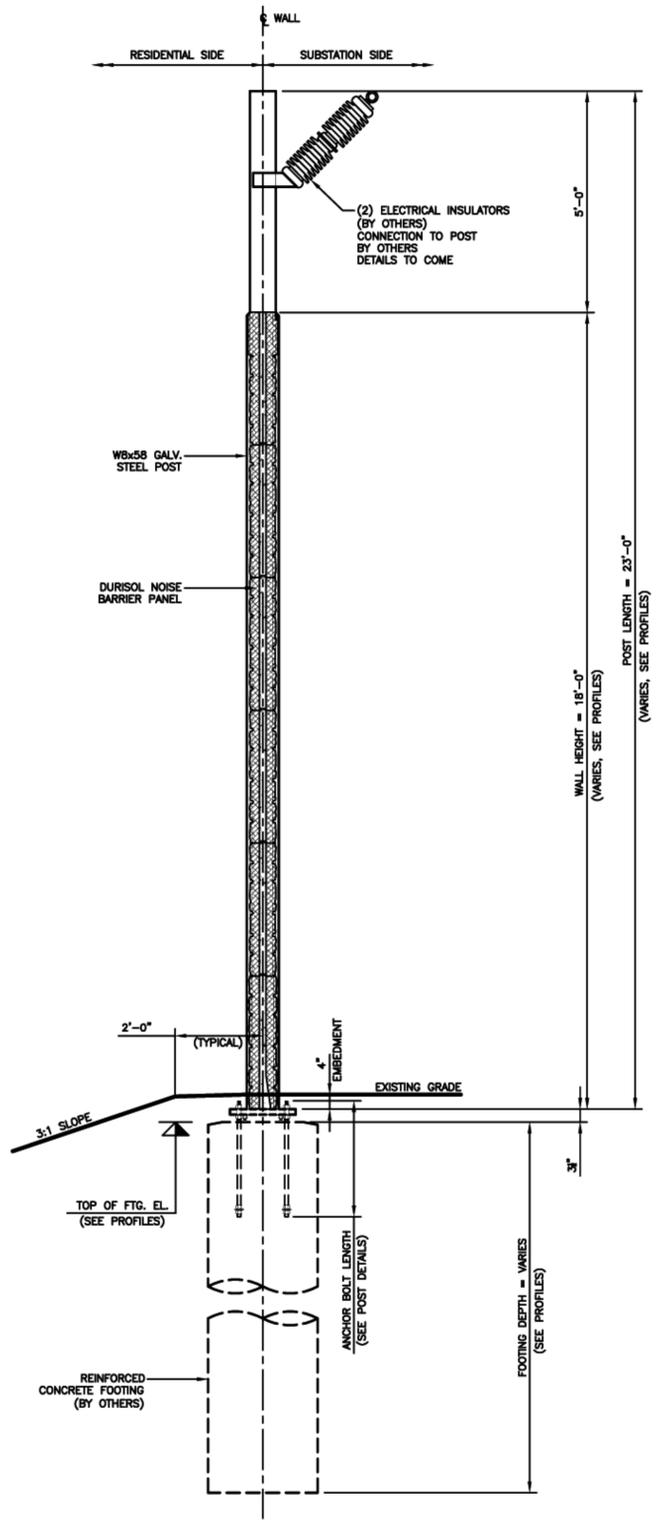
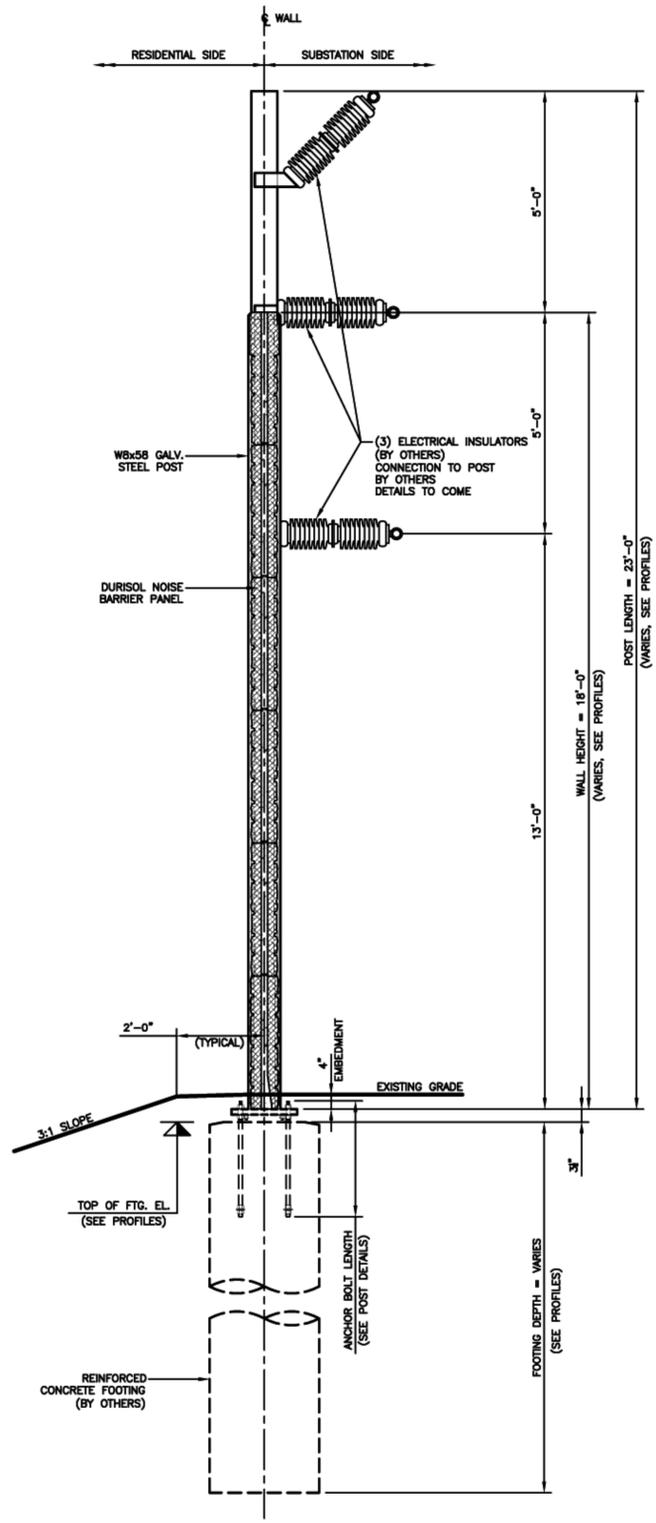
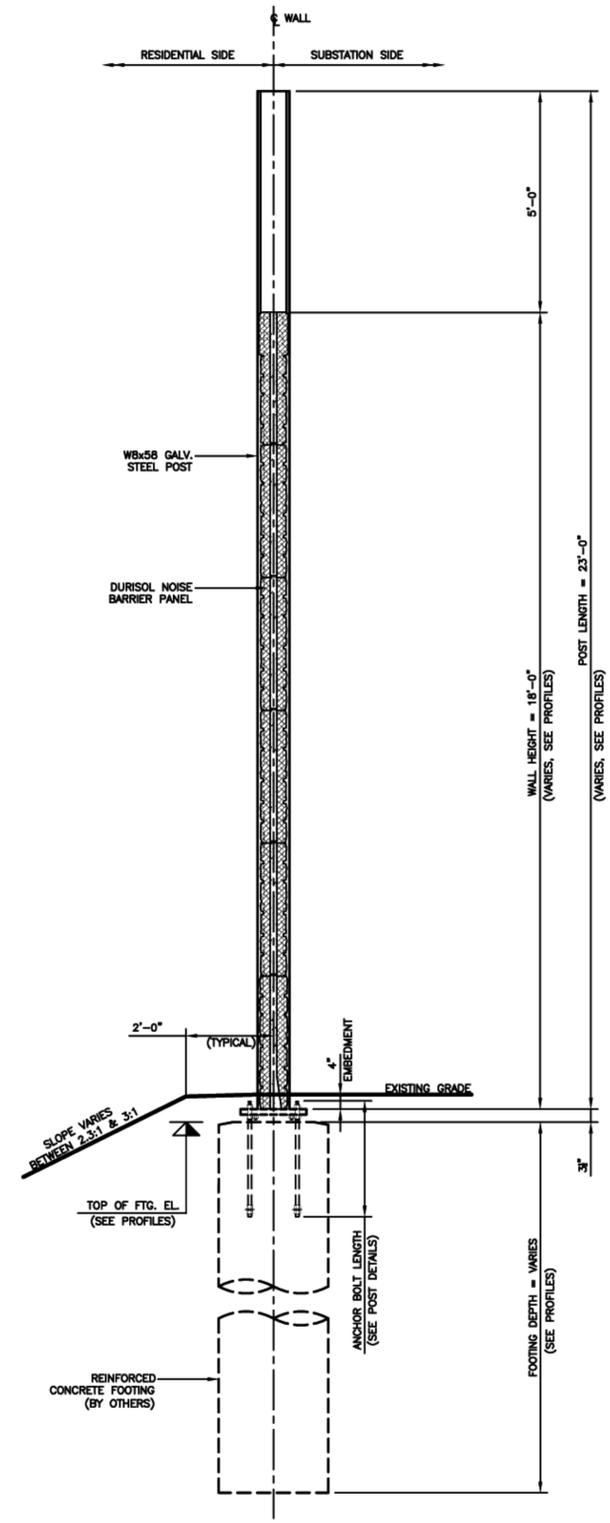
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DRAWN BY: CLG DURISOL PROJECT No: 08RC25

CHECKED BY: GJS SHEET No: 6 of 6

DATE: MAY 5, 2008

DATE of PRINT: MAY 9, 2008



# PSE Juanita Substation Update and Damages

September 15, 2009

# Wall Height and “View”

- 23ft wall from existing ground level
  - Plans given to Council in Examiner were misleading and did not show backfill, showed an 18ft wall
    - Confirmed by PSE in writing as it was not a “requirement” to show Council and Examiner
- Pole heights 40+
  - Wall has additional ~10 ft of I-Beam on top
    - Will hold power lines and equipment
    - Was this additional height and equipment taken into account?
  - Shadows from wall start in backyard around 2pm, fully shadowed around 5:30pm and blocks sun





# Unreasonable Hours and Noise

- Excessive Noise, 7am-8pm
  - 5 to 6 days a week
  - Compaction Equipment
    - Violent Vibrations and Earthquakes
      - Damaged houses
  - Bulldozers
    - Constant Beeping, Scraping, Vibrations,
  - Dump Trucks
    - Dust, Emissions
  - Cranes / Lifts
- Makes being at home unbearable

# No Privacy

- No Privacy
  - Workers all day in our backyards
  - On lifts and equipment all day looking into our yards and houses
- No privacy fence installed as requested
- Working yelling, cursing, smoking

# Damages to Private Property

- Damage and Cracks in but limited to:
  - Chimneys
  - Patios
  - Foundations
  - Drywall
- Damage to Floors, Doors and Windows
- Long-term damage due settling/pounding





# Damages to Private Property

- PSE is taking a completely passive role
  - Sent out a “report” (2 page letter) from their “expert” saying that the construction “shouldn’t” have damaged anything.
    - PSE failed to monitor or measure any vibrations or work of any kind and only did so after it damaged my house and I filed a complaint. At which point they lowered and changed the equipment settings.
  - Their “expert” was paid by PSE and did all of the ground work in back.
    - Maybe a conflict of interest???
    - Has yet to respond to questions on the revenue from PSE.
  - Their “expert” told me a different response than what PSE was “told” regarding the damage.
  - We have yet to hear back from PSE on any damage issue.

# PSE Preferential Treatment

- City allowed PSE to remove tree barriers
  - Caused damage to trees, roots and fences
- After Hours work
  - Working after permit hours
  - PSE gave excuse that it was working on a power outage
- City of Kirkland allows PSE to supply reports from their own people regarding issues and violations.
  - It is like asking them to grade their own homework, of course they are going to give themselves A's --- just ridiculous!
- City of Kirkland Planning department and inspectors don't care in the least and seem to be “in bed” with PSE.
  - They are doing the most minimal job possible.
  - In meetings and via email it appears that Tony Leavitt and the City of Kirkland Planning department is actually working for PSE.



# PSE Permit Approval

- When the City of Kirkland approved this permit and all three variances, without requiring PSE to look at even one other location, did you all take into account how it would adversely affect the neighbors, their houses, their property values, their health, their LIVES?
  - There WERE other options on the power corridor with NO surrounding neighbors, less than 4 blocks away.

# What is the City of Kirkland going to do?

- When is the City of Kirkland going to stop the preferential treatment and enforce regulations on PSE?
- How does the City of Kirkland plan to compensate the TEN home owners for the serve loss in property value due to actions and approval of the substation by the City of Kirkland?
  - For most people this is a the majority of their net worth
  - You all said that you wouldn't want it in your backyards but approved it anyway...

# Gilles Consulting

— Brian K. Gilles —

4 2 5 - 8 2 2 - 4 9 9 4

## FIELD REPORT, # 1 PSE JUANITA SUBSTATION AT

109<sup>th</sup> Avenue NE  
Between NE 128<sup>th</sup> & 132<sup>nd</sup> Streets  
Kirkland, WA 98033

Site Visit Date: July 27, 2009

Report Date: July 30, 2009

### PREPARED FOR:

Rory Godinez, Superintendent  
Wade Perro Construction, LLC  
P.O. Box 1728  
Gig Harbor, WA 98335

### PREPARED BY:

#### GILLES CONSULTING

Brian K. Gilles, Consulting Arborist

*ISA Certified Arborist # PN-0260A*

*ASCA Registered Consulting Arborist # RCA-418*

*PNW-ISA Certified Tree Risk Assessor #148*



fax: 425-822-6314

email: [bkgilles@comcast.net](mailto:bkgilles@comcast.net)

P.O. Box 2366 Kirkland, WA 98083

**REASON FOR SITE VISIT:** Met Superintendent Godinez for WPC on site to discuss tree trimming and fill requirements needed to stabilize the perimeter walls and how that will impact the critical root zone of trees on adjacent properties.

Tree Trimming:

There are two large evergreen trees on the properties east of the east property line with canopies that overhang the substation property. They will need to be side pruned in order to allow for the construction of the perimeter sound/safety wall.

Mr. Godinez stated that he would contact the same tree service that had done the removals for the project and get them on site right away.

Additional Fill Requirement:

Along both the east and west tree protection fence areas, additional fill is needed for the stabilization of the sound/safety walls. The fill needs to be 3:1 and 2:1 slopes in different areas. This means that the fill will be extended through the tree protection zone almost to the property line.

This fill will have a negative impact on the critical root zone of the trees on the adjacent properties—the very trees the tree protection fences were placed to protect. The problem is that the fill will limit air penetration to the critical root zone and will suffocate the roots. Air is important because four of the critical elements required for tree growth come from the air and are absorbed by the roots.

I believe the problem can be mitigated with a simple aeration system. The plan is to place 4-inch perforated plastic pipe that is wrapped in landscape fabric on the existing grade. The steps are:

- Lay the pipe on the existing grade.
- Daylight one end to the air and the end of the fill—close to the property line.
- Cap the opposite end of the pipe to prevent sedimentation into the pipe.
- Place one row of holes on the ground.
- Place the pipes six feet apart.
- Fill over them with pea gravel
- Then complete the fill.

This should allow adequate air penetration down to the roots.

Please refer to the attached drawing for details.

### **WAIVER OF LIABILITY**

There are many conditions affecting a tree's health and stability, which may be present and cannot be ascertained, such as, root rot, previous or unexposed construction damage, internal cracks, stem rot and more which may be hidden. Changes in circumstances and conditions can also cause a rapid deterioration of a tree's health and stability. Adverse weather conditions can dramatically affect the health and safety of a tree in a very short amount of time. While I have used every reasonable means to examine these trees, this evaluation represents my opinion of the tree health at this point in time. These findings do not guarantee future safety nor are they predictions of future events.

The tree evaluation consists of an external visual inspection of an individual tree's root flare, trunk, and canopy from the ground only unless otherwise specified. The inspection may also consist of taking trunk or root soundings for sound comparisons to aid the evaluator in determining the possible extent of decay within a tree. Soundings are only an aid to the evaluation process and do not replace the use of other more sophisticated diagnostic tools for determining the extent of decay within a tree.

As conditions change, it is the responsibility of the property owners to schedule additional site visits by the necessary professionals to ensure that the long-term success of the project is ensured. It is the responsibility of the property owner to obtain all required permits from city, county, state, or federal agencies. It is the responsibility of the property owner to comply with all applicable laws, regulations, and permit conditions. If there is a homeowners association, it is the responsibility of the property owner to comply with all Codes, Covenants, and Restrictions (CC&R's) that apply to tree pruning and tree removal.

This tree evaluation is to be used to inform and guide the client in the management of their trees. This in no way implies that the evaluator is responsible for performing recommended actions or using other methods or tools to further determine the extent of internal tree problems without written authorization from the client. Furthermore, the evaluator in no way holds that the opinions and recommendations are the only actions required to insure that the tree will not fail. A second opinion is recommended. The client shall hold the evaluator harmless for any and all injuries or damages incurred if the evaluator's recommendations are not followed or for acts of nature beyond the evaluator's reasonable expectations, such as severe winds, excessive rains, heavy snow loads, etc.

Field Report, PSE Juanita Substation  
109<sup>th</sup> Ave Between NE 128<sup>th</sup> & 132<sup>nd</sup> Streets  
Kirkland, WA 98034  
Gilles Consulting  
Site Visit Date: July 27, 2009  
Report Date: July 30, 2009  
Page 4 of 5

This report and all attachments, enclosures, and references, are confidential and are for the use of the client concerned. They may not be reproduced, used in any way, or disseminated in any form without the prior consent of the client concerned and Gilles Consulting.

Thank you for calling Gilles Consulting for your arboricultural needs.

Sincerely,



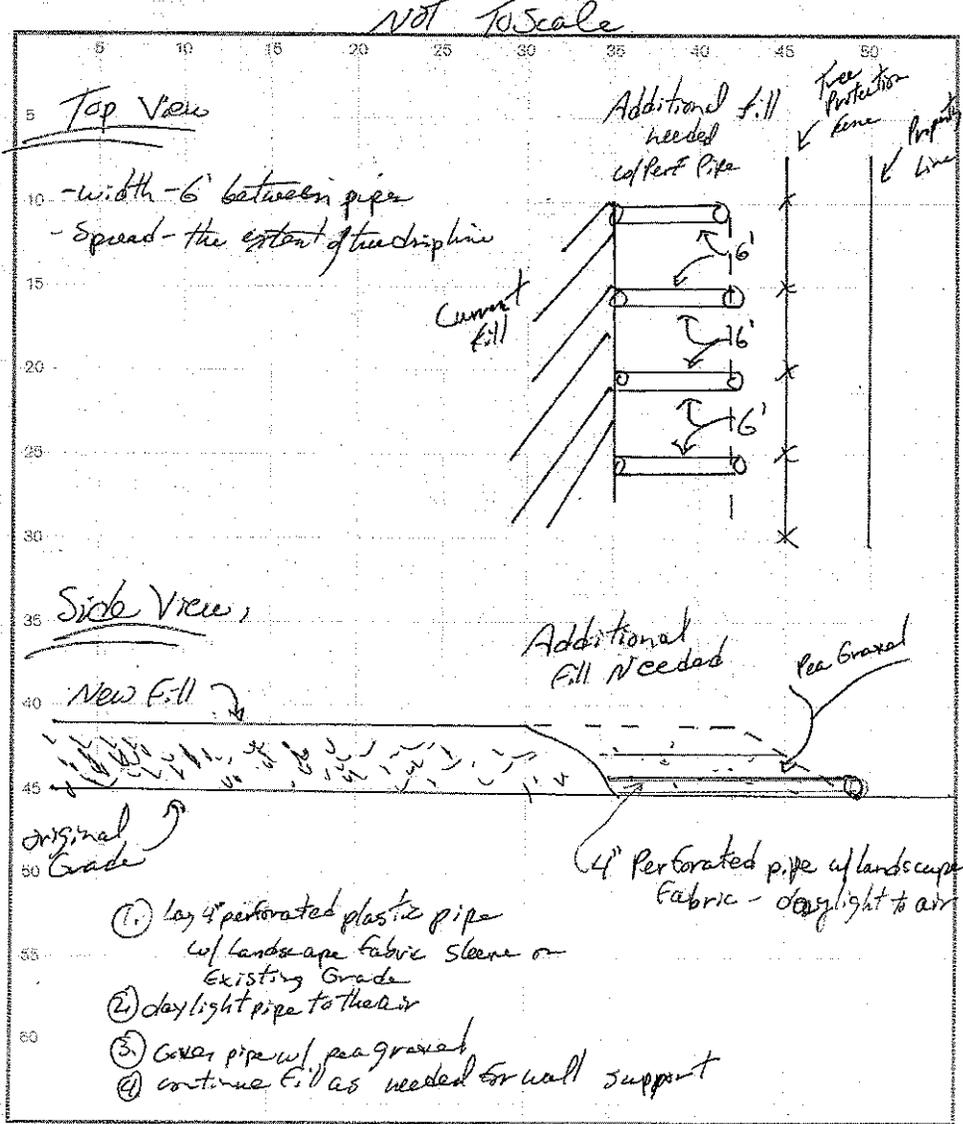
Brian K. Gilles, Consulting Arborist  
ISA Certified Arborist # PN-0260A  
ASCA Registered Consulting Arborist # RCA-418  
PNW-ISA Certified Tree Risk Assessor #148

ATTACHMENT 1, AERATION SYSTEM PLAN

**Gilles Consulting**

— Brian K. Gilles —  
 425 - 822 - 4994  
 bkgilles@comcast.net  
 P.O. Box 2366  
 Kirkland, WA 98083

Date: 7/28/09  
 Name: PSE Juanita Substation  
 Address: 109<sup>th</sup> Ave Between NE 128<sup>th</sup> & 132<sup>nd</sup>  
Kirkland WA 98034



**Tony Leavitt**

---

**From:** Walls, Randal L -Randy [randal.walls@pse.com]  
**Sent:** Thursday, September 10, 2009 10:23 AM  
**To:** Hutchinson, Jim D; Tony Leavitt  
**Subject:** FW: PSE Juanita Substation Work after permit hours

Jim and Tony,

We investigated the complaint by Mr. Heslop sent on Wednesday, September 9th regarding a construction crew working after permit hours at Juanita Substation.

There was a crew working at Juanita Substation on Tuesday, September 8th, but it was not related to the construction work on the new substation. The crew was a Potelco Line Crew dispatched to our existing Juanita Substation to restore power to our customers due to an outage that occurred on Circuit 13. The outage was restored and the line crew finished at 11:08 pm on Tuesday night. The outage repair had nothing to do with the construction of the new substation, but was necessary to restore power to our customers. Here is the job log from our PSE dispatch documenting the repair:

08-Sep-09 13:47 JUANITA 13 -CREW1 I 5677 JEC

08-Sep-09 13:47 JEC  
 8611 NE 132ND PL, KIRKLAND  
 U-MAP 2605E075  
 ORDER # 353-896-966

G-HOUSER DISPATCHED

08-Sep-09 15:15 JEC  
 G-HOUSER S.O.S

08-Sep-09 15:38 JEC  
 G-HOUSER REPORTS HE FOUND A B/O HOTLEG. HE IS UNABLE TO HOOK UP AN AUTO XFMR BECAUSE THERE IS NO GROUND ROD AND THE METER IS RIGHT OVER THE GAS. A CREW1 IS NEEDED FOR REPAIRS.

08-Sep-09 15:50 SP CALLED /PAGED JEC  
 08-Sep-09 15:50 SP RETURNED CALL TIME JEC  
 08-Sep-09 16:00 SP CALLED WITH CREW MEMBERS NAMES JEC  
 K-SWAYZE-FOREMAN  
 253-405-3833

08-Sep-09 17:38 SP CREW ESTIMATED ON-SITE TIME JEC  
 08-Sep-09 17:38 SP CREW ACTUAL ON-SITE TIME JEC  
 08-Sep-09 22:00 SP FOREMAN'S ESTIMATED RESTORE TIME REC  
 08-Sep-09 23:06 SP JOB COMPLETION TIME REC  
 08-Sep-09 23:06 REC  
 DIRECT-BURIED FARGOS WERE REPLACED.  
 25' 4/0 TPX, THREE 4-POS FARGOS, ABOVE GROUND HANDHOLE.  
 08-Sep-09 23:08 REC

\*\*\*\*MATERIALS LIST\*\*\*\*

1 - SECONDARY WIRE(S): 25' 4/0 UG TPX  
 3 - FARGOS: 4-POS  
 UG OTHER: ABOVE-GROUND PEDESTAL  
 1 - LOCATES:

08-Sep-09 23:08 INCIDENT I5677 CLOSED

E-Page #154  
Thanks  
Randy Walls  
Construction Manager

-----Original Message-----

From: Brickey, Heather  
Sent: Wednesday, September 09, 2009 9:57 PM  
To: Walls, Randal L -Randy  
Subject: Fw: PSE Juanita Substation Work after permit hours

Fyi...

----- Original Message -----

From: Tony Leavitt <TLeavitt@ci.kirkland.wa.us>  
To: mheslop@u.washington.edu <mheslop@u.washington.edu>  
Cc: Hutchinson, Jim D; Brickey, Heather; Jeremy McMahan <JMcMahan@ci.kirkland.wa.us>  
Sent: Wed Sep 09 15:02:27 2009  
Subject: RE: PSE Juanita Substation Work after permit hours

Mr. Heslop,  
I will forward your complaint to the City's Code Enforcement Officer for follow-up.

Tony Leavitt, Associate Planner  
City of Kirkland Planning and Community Development  
123 5th Avenue; Kirkland, WA 98033  
Phone: 425.587.3253  
Fax: 425.587.3232  
[tlevitt@ci.kirkland.wa.us](mailto:tlevitt@ci.kirkland.wa.us)  
Work Hours:  
Monday thru Thursday, 6:30am to 5pm; Off on Fridays

-----Original Message-----

From: Michael H. [mailto:mheslop@u.washington.edu <mailto:mheslop@u.washington.edu> ]  
Sent: Wednesday, September 09, 2009 1:04 PM  
To: Tony Leavitt; Jeremy McMahan  
Cc: 'Hutchinson, Jim D'; 'Brickey, Heather'  
Subject: PSE Juanita Substation Work after permit hours

Tony,

PSE was working after permit hours, until at least 8:30pm last night.  
Please see the attached picture.

Please advise on what the City of Kirkland will do regarding this issue.

Michael



*Puget Sound Energy, Inc.  
P.O. Box 90868  
Bellevue, WA 98009-0868*

September 28, 2009

Dear Mayor, Council Members, and City Manager,

My name is Heather Brickey and I am the project manager for the Puget Sound Energy (PSE) Juanita Substation Project at 10910 NE 132<sup>nd</sup> Street in Kirkland. I am writing to address the issues with our project that Mr. Heslop brought up at the September 15 council meeting.

During Mr. Heslop's September 15 presentation he presented several issues, they were: hours of construction, noise created by construction, privacy, yelling and cursing, alleged damage from construction, and height of the wall.

1. Hours and noise of construction

As with any construction site, during construction there is noise and personnel on the site. It is our goal to complete construction with as little impact to the neighbors as practical. The temporary noise and personnel on PSE utility corridor and construction site, while unfortunate, are unavoidable. It is unreasonable to expect that construction will have no impact to neighbors. PSE crews are working within prescribed time periods set out by the permits. In addition, when questions or concerns have been brought to our attention, I have worked with the crews on site to minimize even further the impact of our construction.

2. Yelling, cursing and smoking

Mr. Heslop alleges that PSE crews have been yelling, cursing, and smoking on the site. As soon as I was informed of this allegation, I contacted our construction supervisor and reiterated that if our crews are engaged in such behavior, it will not be tolerated by PSE and we will take every reasonable step to eliminate any such behavior. Our construction manager informed me that he was not aware of any crew behavior that was inappropriate and he committed to reinforcing the issues with all crews.

3. Privacy

Mr. Heslop alleges that PSE crews were on private property without permission from the homeowners. At no time have PSE personnel or contractors been in the backyards of adjacent property owners without permission.

The use of equipment such as lifts and back hoe's are required to complete the work and are not used for any other purpose. One of the main functions of this equipment is to

install the wall which will provide much more privacy to the neighbors for the remainder of construction.

4. Damage to personal property

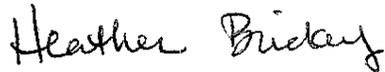
Finally, Mr. Heslop alleges that the construction work, specifically the compaction of the soils has caused damage to his and other neighbors' houses. PSE takes all claims of damage seriously. I have been in communication with several homeowners over the alleged damage and several homeowners have submitted claims with PSE. We are currently working with these homeowners to determine the cause of the damage.

5. Height of the wall

We are building the wall to the height specifications are allowed by our permits.

I understand that the construction of the new substation on our existing utility corridor is an inconvenience to the neighbors and I am working to reduce or mitigate the impacts as much as possible. We are working with the homeowners on each claim and on general mitigation regarding the project including additional vegetation on PSE property and homeowner's property, new fencing for homeowners, and artwork attached to the substation wall. PSE is committed to working with the homeowners and we will consider all reasonable mitigation.

Respectfully,



Heather Brickey  
Project Manager  
Puget Sound Energy



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

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## MEMORANDUM

**To:** Dave Ramsay, City Manager  
**From:** Marilynne Beard, Assistant City Manager  
**Date:** September 25, 2009  
**Subject:** CITY COUNCIL GOALS

### RECOMMENDATION:

City Council review and modify as needed the final value and goals statements and the draft "preamble" to the goal statements.

### BACKGROUND DISCUSSION:

On September 15, the City Council completed a series of study sessions and agenda items to discuss City Council goals. The process began in March with the identification of goal areas and preliminary statements of values and goals. Subsequent meetings were used to refine the value and goal statements and to work on performance measures for each area.

At the last meeting, Council made minor edits to the value and goal statements. It was determined that further work would be needed on the performance measures. Council also requested that the Council Goal statements begin with a "preamble" that provides context and overarching principles for the goals.

Two documents are attached to this memo for Council's consideration. **Attachment A is the proposed Council Goals document with a draft preamble.** It excludes performance measures. This document (as modified by Council) could be used in communications with the public and organization about Council Goals. When Attachment A is finalized, it can be posted on the City's website and incorporated into official City documents, such as the budget. The annual performance measure report will use the same format as previous reports but focus on the ten goals areas (per the sample provided at the previous Council meeting).

**Attachment B is the proposed Council Goals document including most recent discussion of performance measures.** Additional staff work is needed on the performance measures to assure that they align with goal statements and to assure that the City has (or can obtain) the relevant data. Staff will also use the draft performance measures to identify survey questions that need to be added to the biennial citizen survey.

**CITY OF KIRKLAND  
CITY COUNCIL GOALS  
UPDATED SEPTEMBER 2009**

The purpose of the City Council Goals is to articulate key policy and service priorities for Kirkland. Council goals guide the allocation of resources through the budget and capital improvement program to assure that organizational work plans and projects are developed that incrementally move the community towards the stated goals. Council goals are long term in nature. The City's ability to make progress towards their achievement is based on the availability of resources at any given time. Implicit in the allocation of resources is the need to balance levels of taxation and community impacts with service demands and the achievement of goals.

In addition to the Council goal statements, there are operational values that guide how the City organization works toward goal achievement:

- **Regional Partnerships** – Kirkland encourages and participates in regional approaches to service delivery to the extent that a regional model produces efficiencies and cost savings, improves customer service and furthers Kirkland's interests beyond the our boundaries.
- **Efficiency** – Kirkland is committed to providing public services in the most efficient manner possible and maximizing the public's return on their investment. We believe that a culture of continuous improvement is fundamental to our responsibility as good stewards of public funds.
- **Accountability** – The City of Kirkland is accountable to the community for the achievement of goals. To that end, meaningful performance measures will be developed for each goal area to track our progress toward the stated goals. Performance measures will be both quantitative and qualitative with a focus on outcomes. The City will continue to conduct a statistically valid citizen survey every two years to gather qualitative data about the citizen's level of satisfaction. An annual Performance Measure Report will be prepared for the public to report on our progress.
- **Community** – The City of Kirkland is one community composed of multiple neighborhoods. Achievement of Council goals will be respectful of neighborhood identity while supporting the needs and values of the community as a whole.

The City Council Goals are dynamic. They should be reviewed on an annual basis and updated or amended as needed to reflect citizen input as well as changes in the external environment and community demographics.

## CITY COUNCIL GOALS

### ***NEIGHBORHOODS***

**Value Statement:** The citizens of Kirkland experience a high quality of life in their neighborhoods.

**Goal:** Achieve active neighborhood participation and a high degree of satisfaction with neighborhood character, services and infrastructure.

### ***PUBLIC SAFETY***

**Value Statement:** Ensure that all those who live, work and play in Kirkland are safe.

**Goal:** Provide for public safety through a community-based approach that focuses on prevention of problems and a timely response.

### ***HUMAN SERVICES***

**Value Statement:** Kirkland is a diverse and inclusive community that respects and welcomes everyone and is concerned for the welfare of all.

**Goal:** To support a coordinated system of human services designed to meet the special needs of our community and remove barriers to opportunity.

### ***BALANCED TRANSPORTATION***

**Value Statement:** Kirkland values an integrated multi-modal system of transportation choices.

**Goal:** To reduce reliance on single occupancy vehicles.

### ***PARKS, OPEN SPACES AND RECREATIONAL SERVICES***

**Value Statement:** Kirkland values an exceptional park, natural areas and recreation system that provides a wide variety of opportunities aimed at promoting the community's health and enjoyment.

**Goal:** To provide and maintain natural areas and recreational facilities and opportunities that enhance the health and well being of the community.

## ***DIVERSE HOUSING***

**Value Statement:** The City's housing stock meets the needs of a diverse community by providing a wide range of types, styles, size and affordability.

**Goal:** To ensure the construction and preservation of housing stock that meet a diverse range of incomes and needs.

## ***FINANCIAL STABILITY***

**Value Statement:** Citizens of Kirkland enjoy high quality services that meet the community's priorities.

**Goal:** Provide a sustainable level of core services that are funded from predictable revenue.

## ***ENVIRONMENT***

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

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

## ***ECONOMIC DEVELOPMENT***

**Value Statement:** Kirkland has a diverse, business-friendly economy that supports the community's needs.

**Goal:** To attract, retain and grow a diverse and stable economic base that supports city revenues, needed goods and services and jobs for residents.

## ***DEPENDABLE INFRASTRUCTURE***

**Value Statement:** Kirkland has a well-maintained and sustainable infrastructure that meets the functional needs of the community.

**Goal:** To provide and maintain a sustainable integrated infrastructure system.

**City Council Goals**  
**(Including Draft Performance Measures – “Under Construction”)**

**I. Neighborhoods**

**Value Statement:** The citizens of Kirkland experience a high quality of life in their neighborhoods.

**Goal:** Achieve active neighborhood participation and a high degree of satisfaction with neighborhood character, services and infrastructure.

**Performance Measures:**

- \_\_\_% of residents surveyed are satisfied with their neighborhood growth and character.
- \_\_\_% of residents surveyed rate neighborhood infrastructure and maintenance as good or excellent.
- Number of people participating in neighborhood connections process as percent of total neighborhood population

**II. Public Safety**

**Value Statement:** Ensure that all those who live, work and play in Kirkland are safe.

**Goal:** Provide for public safety through a community-based approach that focuses on prevention of problems and a timely response.

**Performance Measures:**

- Percentage of residents surveyed that feel safe walking in their neighborhood at night.
- Percentage of fires that are contained to the room of origin.
- Percentage of fire and emergency medical calls for service with response times at or below standard adopted in strategic plan.
- Percentage of residents surveyed that are prepared for a three day emergency.
- Percentage of residents surveyed that are familiar with 3 days/3 ways preparedness

*Notes: Need to look at how to integrate use of on line police reporting system as a means of enhancing department efficiency.*

### **III. Human Services**

**Value Statement:** Kirkland is a diverse and inclusive community that respects and welcomes everyone and is concerned for the welfare of all.

**Goal:** To support a coordinated system of human services designed to meet the special needs of our community and remove barriers to opportunity.

**Performance Measures:**

- Annual per capita investment in human services programs
- Percentage of funded agencies that meet or exceed human services contract goals

### **IV. Balanced Transportation**

**Value Statement:** Kirkland values an integrated multi-modal system of transportation choices.

**Goal:** To reduce reliance on single occupancy vehicles.

**Performance Measures:**

- Number individuals surveyed that used non-automobile modes of transportation for trips less than one mile at least \_\_\_% of the time
- Complete sidewalk construction on at least one side of principal and minor streets by 2016.
- Complete sidewalk construction on at least one side of all school walk routes streets on collectors and arterials by 2019.
- Miles of continuous (linked) bike and walking trails
- Complete all construction-related improvements to bike network by 2018.
- Number of auto accidents involving bikes or pedestrians per year.

### **V. Parks, Open Spaces and Recreational Services**

**Value Statement:** Kirkland values an exceptional park, natural areas and recreation system that provides a wide variety of opportunities aimed at promoting the community's health and enjoyment.

**Goal:** To provide and maintain natural areas and recreational facilities and opportunities that enhance the health and well being of the community.

**Performance Measures:**

- Complete capital projects in the adopted Parks, Recreation and Open Space Master Plan by \_\_\_\_ (year)
- Parks acres per 1,000 population
- Have 372 acres of natural areas in restoration by 2028.
- Expand the non-motorized trails within the park system by 1800 linear feet by \_\_\_\_ (per year or express as number of feet per year).
- \_\_\_\_% of households surveyed rate City parks as good or excellent.
- Recreation program classes maintain a subscription rate of \_\_\_\_% or higher.

*Notes: Use of volunteers to restore natural areas is a shorter term objective/strategy to achieve restoration.*

*The adopted Parks, Open Space and Recreation Master Plan provides long term targets for the number and types of parks and natural areas. The amount of spaces added per year is the measure of how well we are meeting that target.*

## VI. Diverse Housing

**Value Statement:** The City's housing stock meets the needs of a diverse community by providing a wide range of types, styles, size and affordability.

**Goal:** To ensure the construction and preservation of housing stock that meet a diverse range of incomes and needs.

**Performance Measure:**

- Total units of affordable housing as a percent of total housing units.
- Total units of special needs housing as a percent of total housing units.
- Ratio of housing prices to average income.

*Need to related to adopted housing targets.*

## **VII. Financial Stability**

**Value Statement:** Citizens of Kirkland enjoy high quality services that meet the community's priorities.

**Goal:** Provide a sustainable level of core services that are funded from predictable revenue.

### **Possible Performance Measures Suggested by Departments:**

- Maintain AAA credit rating
- General Purpose contingency reserves are funded at a minimum of 80% of target
- Obtain the Government Financial Officers Association (GFOA) award for the Comprehensive Annual Financial Report (CAFR) and budget document
- Achieve annual audit results with no findings

## **VIII. Environment**

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

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

### **Performance Measures:**

- Achieve 40% tree coverage by \_\_\_\_ (year).
- \_\_\_\_% annual decrease in total waste per capita entering the landfill.
- Reduce Greenhouse gas emissions by 80% by the year 2050
- Total water consumption compared to previous year
- Surface water quality as measured by the benthic index of biotic integrity

*Notes: The adopted Climate Action Plan has mid-range targets for greenhouse gas emissions that provide incremental benchmarks.*

*The tree canopy was last measured three years ago and stood at 32%. A 40% tree coverage ratio would significantly improve storm water management and air quality. Proactive tree*

*management, tree regulations, private tree preservation, street tree standards and tree education programs are strategies that promote tree preservation.*

## **IX. Economic Development**

**Value Statement:** Kirkland has a diverse, business-friendly economy that supports the community's needs.

**Goal:** To attract, retain and grow a diverse and stable economic base that supports city revenues, needed goods and services and jobs for residents.

### **Performance Indicators:**

- Business satisfaction with Kirkland as a place to do business
- Resident satisfaction with availability of goods and services in Kirkland
- Value of goods and services purchased by residents and businesses from Kirkland businesses as a percent of total purchases (sales tax leakage)
- Net living wage job growth per year
- Overnight hotel/motel stays

*Notes: The performance measures for economic development should reflect how well we are meeting our program objectives. There are other indicators that can be monitored such as retail sales tax per capita. However, external factors out of our control may have more impact on those indicators than City programs. One element of the ED program would be monitoring, analysis and reporting of key indicators that may inform where the City needs to focus ED efforts. Indicators to watch could include:*

- *Number of employees*
- *Retail sales tax per capita*
- *Net business growth (new businesses versus business closures)*
- *Commercial vacancy rate*
- *Website visits to Explore Kirkland Website*
- *Number of Kirkland events guide subscriptions*
- *Lodging tax revenue*
- *Business tax revenue*
- *Number of businesses registered on KirklandFirst (buy local) website*

*There was also discussion of the need for a profile of businesses that represent the types of businesses targeted in our ED program. The measure would net growth in jobs in that sector.*

## **X. Dependable Infrastructure**

**Value Statement:** Kirkland has a well-maintained and sustainable infrastructure that meets the functional needs of the community.

**Goal:** To provide and maintain a sustainable integrated infrastructure system.

### **Performance Measures:**

- Attain Pavement Condition Index of 70% or higher for major and minor arterial streets
- Attain Pavement Condition Index of 65% or higher for collectors and neighborhood streets
- Sustain capital reserve levels as determined by fiscal policies
- 90% of respondents to survey are satisfied with the maintenance of active transportation facilities (bike lanes, ped flags, in-pavement lights, etc)
- Reduce number of water main failures caused by fatigue or age by \_\_\_% per year



**CITY OF KIRKLAND**  
City Manager's Office  
123 Fifth Avenue, Kirkland, WA 98033 425.587.3001  
[www.ci.kirkland.wa.us](http://www.ci.kirkland.wa.us)

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**MEMORANDUM**

**To:** Dave Ramsay, City Manager

**From:** Marilynne Beard, Assistant City Manager  
Ellen Miller-Wolfe, Economic Development Manager

**Date:** September 25, 2009

**Subject:** LODGING TAX ADVISORY COMMITTEE

**RECOMMENDATION:**

City Council receives an update on the Lodging Tax Advisory Committee (LTAC) selection process and provides direction to staff for next steps.

**BACKGROUND DISCUSSION:**

At the August 4 and September 1 meetings, the City Council asked staff to prepare two reports regarding the LTAC. The first report was to include background on legal requirements for LTAC appointments and a discussion of the LTAC selection process including options for Council's consideration. The City Clerk has prepared a memo (see attached) on this subject. Four policy questions are posed at the end of the memo that summarize the direction needed by staff.

The second report requested by the City Council involved feedback from members of the LTAC regarding the current status of the committee and issues. Staff met with Councilmember Hodgson, chair of the LTAC and determined that the most expeditious way to obtain the feedback would be through individual interviews with LTAC members. A series of questions were developed by staff and the chair. A staff person from another department (not involved with LTAC) who is an experienced facilitator was asked to conduct the interviews. The results of the interviews were not available at the time that this packet was prepared. However, it is anticipated that a summary of the interviews can be made available to the City Council prior to the October 6 meeting to supplement the attached materials.



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

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## **MEMORANDUM**

**To:** Dave Ramsay, City Manager

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

**Date:** September 28, 2009

**Subject:** Annual Review of Lodging Tax Advisory Committee Membership

### **RECOMMENDATION:**

That the City Council consider a change to the appointment process for the Lodging Tax Advisory Committee (LTAC), to conform to the process currently used for other City boards and commissions. Council may also wish to discuss whether to adjust the annual term review to be consistent with the March 31 term dates of other boards, and whether to retain the current committee size.

### **BACKGROUND DISCUSSION**

At the September 1, 2009 meeting, Council elected to re-examine the process for LTAC appointments.

#### LTAC Composition

Ordinance 3798, which created the LTAC, establishes the membership number and term of the LTAC and requires the City Council to review the membership on June 30 of each year. The purpose of the LTAC is to perform the functions described in RCW 67.28.1817 and KMC Chapter 5.19, and to be an ongoing advisory committee to the Kirkland City Council as to the use of the lodging tax fund revenue for tourism promotion. Membership of the LTAC is currently set at seven voting members appointed annually by City Council of which one shall be a City Council member, three members shall be representatives of businesses required to collect tax under this chapter (hotels/motels) and three members shall be involved in activities authorized to be funded by or that benefit from the expenditure of revenue from the lodging tax fund. The appointed Council representative serves as the chair.

The RCW sets the minimum number of LTAC members at five, requiring only two from each category in addition to the Councilmember who serves as the chair. Changing the term date or membership number would require staff to return with an Ordinance containing those revisions for Council consideration.

### LTAC Terms and Appointments

The City's lodging tax ordinance designates June 30 as the date for yearly review of the LTAC membership. This date is roughly concurrent with the date the original ordinance was passed. Council's past practice for LTAC appointments has been to approve applicants nominated by local organizations or businesses as presented by staff at a regular council meeting.

All other board and commission appointments follow the process and timeline outlined in the City Council Policies and Procedures (see attached). Terms expire on March 31<sup>st</sup> and the annual board and commission recruitment and selection process is held during the first quarter of the year. Applicants are screened for eligibility and interviewed by the City Council.

The City Council can continue its current practice with regard to LTAC or change the timing and process to coincide with other board and commission appointments.

### Current Recruitment

Following a recruitment which ended July 22, 2009, applications were received from the following nominated representatives, which were forwarded to Council under separate cover:

#### Representing hoteliers (3 seats)

Brian Flaherty, Vice President & General Manager, Woodmark Hotel, Yacht Club & Spa  
Ryan Noel, General Manager, Courtyard by Marriott Hotel  
Les Utley, General Manager, Heathman Hotel

#### Representing businesses (3 seats)

Shirley Day, Crab Cracker Restaurant, representing the Greater Kirkland Chamber of Commerce  
Pat Howard, representing the Howard/Mandville Gallery & Pondera Winery  
Daniel Mayer, representing the Kirkland Performance Center  
Garett Slettebak, representing Pro-Motion Events

At the August 4 meeting, the City Council voted to reappoint Councilmember Hodgson as chair of the LTAC and deferred appointment of new members pending further study of issues raised at the meeting. Existing LTAC members continue to serve until they are replaced by the City Council. At the September 1 meeting, Council voted to reconsider their appointment process and their appointments.

The City Council needs to make LTAC appointments and also select a Councilmember to serve as Chair of the Committee. The present Chair is Councilmember Tom Hodgson.

Policy Questions

1. Should the membership of Kirkland's Lodging Tax Advisory Committee (LTAC) be changed consistent with state law, reducing the total members from seven to five?
2. Should the LTAC's terms be consistent with other boards and commissions, expiring on March 31 of the final year of the members' term? Should the current terms be adjusted so that appointments from current applicants expire in March of 2010 or 2011?
3. Should the LTAC selection process follow the same procedure as other Boards and Commissions including an interview process?
4. What process and timing does the Council want to use for completing the current appointment process for the LTAC?

## KIRKLAND CITY COUNCIL POLICIES AND PROCEDURES MANUAL

## CHAPTER 5: BOARDS AND COMMISSIONS

CHAPTER  
5**5.1 APPOINTMENT AND REAPPOINTMENT POLICY**

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

**Applicability/Definition**

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

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

**Eligibility**

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

**Non-Discrimination**

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

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

**Concurrent Offices**

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

**Terms**

Appointments shall be made for four-year terms. Terms shall expire on the 31st of March of the applicable year. A member being appointed to fill a vacant position shall be appointed to fill the vacancy for the remainder of the unexpired term.

**Term Limitations**

No individual shall serve more than two full four-year terms as a member of a City of Kirkland appointed advisory board.

**Attendance**

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

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

**Application Process**

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

**Criteria for Reappointment**

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

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

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

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

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

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

**Appointment Process**

Upon receipt of applications, the Council may choose to interview all applicants or in the event of a large number of applicants, use a screening process to reduce the number of candidates for interview. The Council may establish criteria for screening. Preliminary screening may be performed by the Council serving as a committee of-the-whole, or by a Council subcommittee appointed by the Mayor for this purpose. In the event a subcommittee is utilized to screen applicants, non-subcommittee Councilmembers will be invited to convey their comments and questions regarding the qualifications of the applicants to the screening committee.

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

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