



CITY OF KIRKLAND

CITY COUNCIL

Penny Sweet, Mayor • Jay Arnold, Deputy Mayor • Neal Black • Kelli Curtis
Amy Falcone • Toby Nixon • Jon Pascal • Kurt Triplett, City Manager

Vision Statement

Kirkland is one of the most livable cities in America. We are a vibrant, attractive, green and welcoming place to live, work and play. Civic engagement, innovation and diversity are highly valued. We are respectful, fair and inclusive. We honor our rich heritage while embracing the future. Kirkland strives to be a model, sustainable city that values preserving and enhancing our natural environment for our enjoyment and future generations.

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AGENDA

KIRKLAND CITY COUNCIL MEETING

City Council Chamber
Tuesday, June 1, 2021
5:30 p.m. – Study Session
7:30 p.m. – Regular Meeting

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

PLEASE CALL 48 HOURS IN ADVANCE (425-587-3190) if you require this content in an alternate format or if you need a sign language interpreter in attendance at this meeting.

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.

1. CALL TO ORDER

2. ROLL CALL

3. STUDY SESSION

- a. Public Development Authorities and New Tools to Create Workforce Housing in Kirkland
- b. Park Board and Human Services Commission Work Plans

4. HONORS AND PROCLAMATIONS

- a. Pride Month Proclamation
- b. National Gun Violence Awareness Day Proclamation

5. COMMUNICATIONS

- a. Announcements
- b. Items from the Audience
- c. Petitions

6. PUBLIC HEARINGS

7. SPECIAL PRESENTATIONS

- a. 2021 Eileen Trentman Memorial Scholarship Recipients
- b. 2021-22 Kirkland Youth Council Annual Review Presentation
- c. COVID-19 Update
- d. Resolution R-5434 Update

- (1) Use of Force Policy Discussion

8. CONSENT CALENDAR

- a. *Approval of Minutes*

- (1) May 18, 2021

- b. *Audit of Accounts*

- c. *General Correspondence*

- d. *Claims*

- (1) Claims for Damage

- e. *Award of Bids*

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

- g. *Approval of Agreements*

- h. *Other Items of Business*

- (1) Review and Reappointment of Tourism Development Committee Members

- (2) April 2021 Sales Tax Report

- (3) Procurement Report

9. BUSINESS

- a. Art Donation for Juanita Beach Park

- (1) Resolution R-5479, Accepting the Donation of the Artwork Entitled "The Glassinator" From Kirkland Resident Karen Lightfeldt to be Placed at Juanita Beach Park

- b. Park Impact Fee Policy Discussion

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.

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

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

- c. Potential Relocation of Snyder-Moody House
- d. 132nd Square Park Development Project – Award Contract
- e. Totem Lake Boulevard/120th Avenue NE Preservation – Budget Adjustment

10. REPORTS

- a. *City Council Regional and Committee Reports*
- b. *City Manager Reports*

(1) Legislative Request Memoranda

(a) All-Terrain Vehicles on City Streets

(b) School Resource Officer Outreach Process

(c) Eviction Zero Campaign Concept

(2) Calendar Update

11. ITEMS FROM THE AUDIENCE

12. EXECUTIVE SESSION

13. ADJOURNMENT

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.

ITEMS FROM THE AUDIENCE

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

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



CITY OF KIRKLAND
Planning and Building
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Adam Weinstein, Director of Planning and Building
Dawn Nelson, Planning Manager

Date: May 13, 2021

Subject: STUDY SESSION ON PUBLIC DEVELOPMENT AUTHORITIES (PDAs) AND NEW TOOLS TO CREATE WORKFORCE HOUSING IN KIRKLAND

RECOMMENDATION:

It is recommended that the City Council receive a briefing on Public Development Authorities (PDAs), including the function and intended projects of the Community Roots Housing PDA, and provide guidance to staff on potentially inviting the Community Roots Housing PDA into Kirkland to create workforce housing.

BACKGROUND DISCUSSION:

For many years, a key project in the City Work Program has been the creation of affordable housing. In 2018 the City Council adopted the Housing Strategy Plan, which identifies strategies to ensure that Kirkland has a diverse range of housing types to accommodate all economic segments of the community. A fundamental theme of the Housing Strategy Plan is that adding housing capacity is not sufficient in and of itself and that programs promoting the development of new housing must be undertaken intentionally by the City to address existing local needs, as well as housing needs 5 to 20 years into the future. In addition, the Housing Strategy Plan highlights that housing programs must help meet the needs of the local workforce and other members of the community (students, persons with disabilities, persons experiencing homelessness). Housing gaps identified in the Housing Strategy Plan include housing for moderate-income community members who may not be eligible for regulated or subsidized affordable housing that is income-restricted.

Due to a burgeoning economy and escalating housing prices that have outpaced wage growth for most community members, there is a severe shortage of housing for all but the wealthiest households. Many City programs, policies, and regulations exist that foster the production of housing for households making less than 80 percent of the Area Median Income (AMI), including inclusionary zoning for multi-family and mixed-use developments (with a standard requirement that 10 percent of units be set aside as affordable units) and a Multifamily Tax Exemption Program for projects that include 10 to 20 percent of their overall units as affordable housing. The City is also a founding member of A Regional Coalition for Housing (ARCH), which administers an annual Housing Trust Fund award process (comprising contributions from member cities and Community Development Block Grant funds) that helps fund affordable housing projects.

Fewer programs exist on the local and regional scale to promote the creation of “workforce housing,” which isn’t formally defined, but is generally considered to comprise housing that is affordable to households making between 60 percent and 120 percent of AMI. For instance, the City’s Missing Middle Housing regulations are likely to yield cottages, duplexes, triplexes, and Accessory Dwelling Units (ADUs) that are more affordable than conventional single-family housing units, but that are priced at levels beyond those of households making up to 120 percent AMI. Workforce housing targets middle-income workers with professions such as teachers, health care workers, police officers, firefighters, and retail clerks. These types of professions are critical to the health, safety and quality of life of residents of the City. Taking into account the significant need for workforce housing in Kirkland (and challenges to developing workforce housing in the marketplace), and the policy support for such housing in the Housing Strategy Plan, the creation of workforce housing is a public purpose.

Organizations throughout the region are focused on expanding the supply of housing for community members of all income levels, including the workforce. In 2019, Microsoft launched a \$750 million affordable housing commitment, “focusing on advancing affordable housing solutions in the Puget Sound region through targeted investments of loans and grants.” A cornerstone of Microsoft’s program is promoting better affordable housing policy throughout the region while addressing the many challenges surrounding securing financing for affordable housing projects (see Attachment 1, Microsoft’s commitment to addressing affordable housing in the Puget Sound Region).

Community Roots Housing is a Public Development Authority established by the City of Seattle in the 1970s. The PDA initially provided low-interest loans for home repairs and supported home-sharing for seniors, before expanding to acquire, renovate, and build affordable housing. Community Roots Housing PDA is responsible for many significant affordable projects in Seattle, including the 12th Avenue Arts Project, the Liberty Bank Building (opened in partnership with the Africatown Community Land Trust, the Black Community Impact Alliance, and Byrd Barr Place), and the Station House in Capitol Hill, many of which integrate arts, cultural, and other community spaces and amenities.

Microsoft and the Community Roots Housing PDA are partnering on implementing a new financing model for workforce housing that involves Community Roots Housing issuing tax-exempt bonds to: 1) acquire existing housing projects that can be converted to or preserved as workforce housing; and/or 2) construct new workforce housing units. Microsoft and Community Roots Housing are interested in employing this model in Kirkland. This model would require the City to “invite” the Community Roots PDA to operate in Kirkland, authorize an interlocal agreement with the City of Seattle, and formally establish that workforce housing is a public purpose that qualifies for tax exempt financing.

The remainder of this memo provides a brief overview of PDAs, the financing model referenced above, and the proposal for the Community Roots Housing PDA to operate in Kirkland. More detail will be provided at the study session on June 1.

PUBLIC DEVELOPMENT AUTHORITIES:

Pursuant to RCW 35.21.730-.759 (and other provisions of State law), cities, towns, and counties may form PDAs to assist in administering federal grants or local programs, enhance governmental efficiency and service, and improve the general living conditions within the community. PDAs are special-purpose quasi-municipal corporations that are established by local governments for a variety of reasons, including to manage the development and operation of a single project which may be outside the core service provision of the local government. The

project that is the focus of the PDA may be entrepreneurial in nature and intersect with the private sector in ways that could strain public resources and personnel. A PDA may, for instance, limit a local government's liability for any debts or obligations taken on by the PDA or for operating a specific piece of real estate. However, RCW 35.21.745 requires a local government that creates a PDA to control and oversee the PDA's operations and funds in order to ensure that the PDA is reasonably accomplishing its purpose and to correct any deficiencies. Besides Community Roots Housing, there are several examples in the region of PDAs, including:

- *Bellevue PDA (Meydenbauer Center)*. Established in 1989 to provide economic stimulation to the community through the construction and operation of the Meydenbauer Convention Center. It is governed by a board of directors appointed by the City Manager. The authority is legally separate from the city but is included as a discrete component unit in the city's financial reporting. It derives its revenue from the city's lease and operation payments and from user fees paid by customers.
- *Cultural Development Authority of King County (4Culture)*. Established in 2003 to serve as the cultural services agency for King County and to strengthen the region's shared heritage through supporting local arts and cultural opportunities. It is governed by a 15-member citizen board nominated by the County Executive and confirmed by the County Council. 4Culture offers grants and support to public art and heritage preservation projects. It is funded primarily by lodging taxes and the county's "1 percent for the Arts" ordinance.
- *Pike Place Market PDA*. Established in 1973 to preserve, rehabilitate, and protect Pike Place Market; incubate and support small and marginal businesses; and provide services for low-income persons.

See Attachment 2, Overview of Public Development Authorities, for more information on PDAs.

As noted above, Community Roots Housing PDA was created by the City of Seattle. The Board of Directors oversees all organizational activities of the PDA, including property management, real estate development, and ongoing operations. The Board comprises 15 community members, all of which are confirmed by the Seattle City Council: 12 Board appointees and three members nominated by the Mayor of Seattle. In 2017, the Seattle City Council approved Community Roots Housing to operate in designated jurisdictions outside of Seattle, if invited by such jurisdictions, and pre-approved a form of interlocal agreement for such purpose. In 2018, King County approved an ordinance permitting Community Roots Housing to exercise its chartered authority in unincorporated King County and executed an interlocal agreement with the City of Seattle. In order to operate within the City of Kirkland, the Kirkland City Council would need to invite the Community Roots PDA to operate within Kirkland via an adopted resolution or ordinance. The resolution or ordinance would authorize the City Manager to enter into an interlocal agreement with the City of Seattle to permit Community Roots Housing to operate in Kirkland. An example ordinance authorizing Community Roots Housing – formerly Capitol Hill Housing – to operate in unincorporated King County is included as Attachment 3, Ordinance 18781. Kirkland's interlocal agreement would not need to precisely match the agreement attached to this example ordinance.

FINANCING MODEL:

As noted above, Microsoft and the Community Roots Housing PDA are partnering on implementing a new financing model involving the issuance of tax-exempt governmental bonds to expand the supply of workforce housing, encompassing housing that is affordable to households with incomes between 60 percent and 120 percent of AMI. The model will be discussed in more detail at the study session, but is predicated on the recognition that there is

a gap in both the private capital markets and traditional affordable housing resources for capital targeted to developing workforce housing.

The “Middle-income Tax-exempt Mezzanine Financing Model” is a different approach to capitalizing new construction or existing buildings. It does not rely on the multiple layers of public funding that are traditionally required in the subsidized affordable housing portion of the market. Nor does it replicate the private market-rate capital stack, which relies on traditional debt and private equity. Instead, it is a 100 percent financed approach that leverages tax-exempt bond financing.

In this model, Community Roots Housing would issue tax-exempt debt (government purpose bonds) for 100 percent of the workforce housing project costs. There would be no Kirkland participation or commitments in the bonds issued by Community Roots Housing.

The debt is structured in two branches: (1) a traditional senior tax-exempt note (approximately 65 percent to 75 percent loan-to-value) and (2) a subordinate mezzanine tax-exempt note (25 percent to 35 percent loan-to-value). Functionally, this structure is exchanging traditional “equity” with the tax-exempt discount “mezz” note. The traditional senior tax-exempt note pays principal and interest and the tax-exempt mezz note pays a modest cash coupon. Community Roots Housing would not have to contribute any equity upfront but is responsible for owning, maintaining, managing and stewarding the workforce housing over the long-term (10-15+ years). Accrued project equity is allocated between Community Roots Housing and mezz note investor up to a predetermined annual building appreciation with the remainder going to Community Roots Housing.

This lower cost capital structure would enable Community Roots Housing to keep rents affordable to workforce/middle-income households and deeper levels of affordability within that range can also be achieved by layering property tax exemptions through the Multifamily Tax Exemption program (see Attachment 4, Middle-income Tax Exempt Mezzanine Financing Model Narrative Overview).

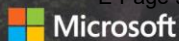
In Kirkland, Microsoft and Community Roots Housing are interested in using this financing model at least initially to acquire existing housing projects that can be converted to or preserved as rental workforce housing. Properties targeted for initial acquisition are likely to include existing buildings that are less than 10-15 years old with at least 100 units that are in close proximity to transit and daily amenities. In the future, it could also be used to capitalize new workforce housing development with similar scale and location parameters.

SUMMARY AND NEXT STEPS :

The potential financing model employed by Microsoft and the Community Roots Housing PDA, described above, offers a possibility to expand the supply of workforce housing in Kirkland and implement a critical strategy within the Housing Strategy Plan: “Provide other non-monetary support for affordable housing,” which includes encouraging innovative partnerships between public and private institutions. Overall, staff has identified few risks associated with the Community Roots Housing PDA operating in Kirkland. Risks associated with PDAs, in general, include that some PDAs do not effectively monitor their operations and that the governing boards sometimes do not effectively monitor the activities of their PDAs. In addition, some PDAs may have financial difficulties that make it hard to accomplish their stated mission. These problems are not significantly different in nature from those that may be experienced by for-profit housing developers operating in Kirkland, which have less governmental oversight. Some benefits of the PDA model include: no public dollars that fund low-income or special needs

housing are required; no monetary subsidies or other significant resources required from the City; no liability to the City; the ability to attract well-established housing providers to operate in Kirkland; and, most importantly, an increased supply of workforce housing.

At the study session, City staff will be joined by representatives of Microsoft, Community Roots Housing, and their consultant team. Council members are encouraged to ask questions about the content of this memo and study session presentation, identify additional information needs, and provide staff with guidance on next steps.



Microsoft's commitment to addressing affordable housing in the Puget Sound region

The Need

The Seattle region is continuing to experience a growing housing affordability crisis, where demand for low- and middle-income housing continues to outstrip supply. It's a long-term challenge, made worse by the COVID-19 pandemic, and one that disproportionately impacts communities of color.

**"This is more than a home,
it's a community. And there needs
to be room for all of us."**

—Jane Broom

Senior Director, Microsoft Philanthropies

Our Approach

In 2019, Microsoft launched an affordable housing commitment that currently stands at \$750 million, focused on advancing affordable housing solutions in the Puget Sound region through targeted investment of loans and grants. We continue to engage with jurisdictions, housing developers and finance agencies to determine the best opportunities for accelerating the construction of more affordable housing in the region.

Examples of investments to date, include:

Washington State Housing Finance Commission: \$250 million line of credit to the Washington State Housing Finance Commission (WSHFC) (could create up to 3,000 more affordable housing units over the next decade).

Evergreen Impact Housing Fund: \$75 million investment for low-income housing on the Eastside (will create approximately 1,500 estimated units).

King County Housing Authority: \$60 million loan at below-market rates to finance acquisition of five middle-income residential apartment complexes in Kirkland, Bellevue, and Federal Way (preserved 1,029 units).

Innovative Financing

Microsoft's approach goes beyond simply writing a check. A common barrier to creating affordable housing is the ability to quickly secure financing for the period between project construction and completion. A similar challenge relates to extending borrowing capacity for partners who are working to preserve and grow our region's supply of affordable housing. Microsoft is piloting creative financing programs that accomplish both goals, providing partners with much-needed capital to move their projects forward.

Smart Policy

Addressing the affordable housing crisis will take more than just money – our community must also adopt critical housing policy measures to truly make a difference. We applaud leaders from the cities in our region who are enacting housing reforms such as reducing parking requirements, expanding affordability, and increasing density near transit.

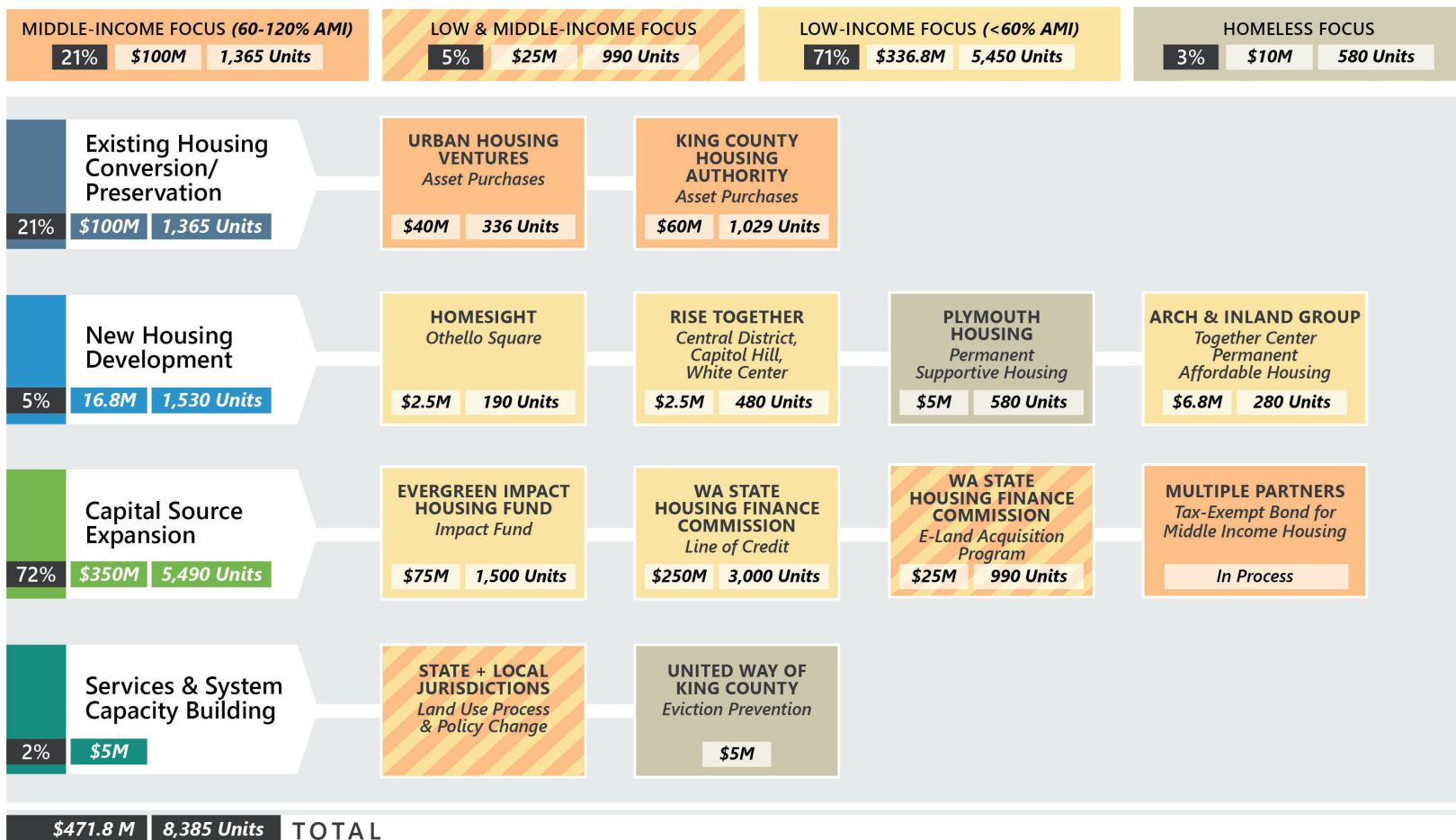
Community Support

We all need to work together as a community to make progress. We believe that every individual and every business, large and small, has a responsibility to contribute however they can. That's because ultimately, a healthy business needs to be part of a healthy community, and a healthy community must have housing that is within the economic reach of everyone.

Looking Ahead

We continue to listen to, learn from and work with our public and private partners on the front lines of our region's housing crisis. Together, we are working to turn the vision of affordable housing into reality across the Puget Sound region.

MICROSOFT AFFORDABLE HOUSING INITIATIVE (May 2021)





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OVERVIEW OF PUBLIC DEVELOPMENT AUTHORITIES

Public development authorities (“PDAs”) are one governance model available to Washington cities and counties wishing to create a separate legal entity to undertake public projects and goals. PDAs are public corporations, also known as quasi municipal corporations, formed by a city or county under the authority of RCW 35.21.730, *et seq.* PDAs may be formed to undertake a specific project, or to provide certain specified public services. The mission of PDAs vary widely from promoting general economic development to narrower purposes such as the management of particular enterprises such as museums, historic districts, emergency communications, tourism promotion, historic preservation and affordable housing. PDAs are located throughout Washington State, and include the Pike Place Market Preservation and Development Authority (to operate the Pike Place Market), the Seattle Southside Regional Tourism Authority (to provide tourism promotion services), the Museum Development Authority of Seattle (to operate the Seattle Art Museum), Kitsap 911 Public Authority (to provide 911 dispatch services), Bellevue Public Development Authority (to operate the Meydenbauer Convention Center), the Northeast Public Development Authority (economic development in certain areas of Spokane), and the Cultural Development Authority of King County (4Culture), among others.

PDAs provide potential for more entrepreneurial decision making, opportunities for private citizen involvement, focused goals and management, alternative contracting methods and, in some cases, additional funding. The PDA statute limits the liability of the forming city or county. At the same time, PDAs are subject to oversight of their forming city or county, and PDAs are subject to many of the same legal constraints as cities and counties.

While traditionally PDAs have been formed by a single city or county to take on a local project, PDAs may also be formed to undertake regional public projects and goals. By combining the authority under the PDA statutes (RCW 35.21.730 *et seq.*) and the Interlocal Cooperation Act (chapter 39.34 RCW), local governments have used PDAs as an alternative governance model to take on regional projects jointly.

Purpose and Authority. PDAs may be created to (1) administer and execute federal grants or programs, (2) receive and administer private funds, goods or services for any lawful purpose, and (3) perform *any lawful public purpose or public function*. RCW 35.21.730(5). The purpose and scope of the PDA is specified in the PDA’s charter and formation documents.

PDAs have statutory authority to (1) own and sell real and personal property, (2) contract with a city, town, or county to conduct community renewal activities under chapter 35.81 RCW, (3) contract with individuals, associations, and corporations, and the State of Washington and the United States, (4) sue and be sued, (5) loan and borrow funds and issue bonds and other instruments evidencing indebtedness, (6) transfer any funds, real or personal property, property interests, or services, (7) do anything a natural person may do, and (8) perform all manner and type of community services. PDAs may not operate beyond the jurisdictional boundaries of their forming entity, unless otherwise agreed to by the extra-territorial jurisdiction, as discussed below.

While PDAs have broad statutory authority to perform any public purpose or public function, such authority is not unlimited. PDAs cannot undertake a public function that the forming city or county could not lawfully perform. *See Memorandum Opinion of the Attorney General of Washington to Robert V. Graham, State Auditor*, March 10, 1989. PDAs are limited to perform only public purposes or public

functions that the creating (or contracting) municipality may undertake directly. The PDAs charter may further limit the authority of the PDA.

Formation; Limitation on Liability. A city or county may form a PDA by passing an ordinance or resolution approving the PDA's charter. The charter is the backbone of the PDA, and includes key information about the PDA, such as the PDA's name, scope of the project or purpose, the term of the PDA, the size and composition of its governing board, provisions for the appointment and removal of board members, and the process and consequences of dissolution. In addition, charters often contain special features unique to the purpose of the PDA with respect to reporting to the forming city or county and other matters that establish a structure for oversight (for example, dispute resolution, method of dissolution, and citizen or public involvement). The charter may also address certain administrative matters, such as the process for approving bylaws to govern board operations and administration, conflicts of interest, and compliance with open public meetings, public records, and other laws applicable to public entities.

A key benefit of a PDA as an optional governance model is the statutory limitation on liability of the creating city or county. RCW 35.21.730(5) provides "[t]he [creating] ordinance or resolution shall limit the liability of such [PDA] ... to the assets and properties of such [PDA] ... in order to prevent recourse to such cities, towns, or counties or their assets or credit." This limitation on liability must be included in the formation resolution or ordinance, and will be stated on bonds and other obligations of the PDA. The PDA charter may also limit the liability of the forming and, in the case of a regional undertaking, the participating municipalities. The debts and other obligations of the PDA will only be the responsibility of the forming city or county or other municipal participants if such entities agree to such liability by contract. The limited liability is statutory, and if agreed to in the charter or other contract, contractual. These statutory and contractual provisions provide a layer of protection to the forming city or county and other jurisdictions from potential liability in contract or tort, subject to potential disregard of the PDA's separate existence in certain exceptional circumstances. The forming county or city could minimize this possibility by ensuring (1) openness and clarity in all dealings regarding the separate existence of the PDA, (2) observance of corporate formalities, and (3) reasonable capitalization of the PDA based on foreseeable risks of debt and liability.

Governance. PDAs are separate legal entities from their formation city or county, governed by a board of directors nominated and appointed as provided in the charter. Washington law does not require PDAs to have a certain board composition or membership, and as a result, the board may be organized as appropriate to fit the PDA's stated purpose. A PDA board may be comprised of representatives of key stakeholders (for instance, members of the hotel industry for a PDA focused on tourism, or representatives of participating police and fire departments for PDAs providing 911 dispatch services), or individuals with specific expertise relevant to the undertaking (financing, construction, legal, economic development or housing). The PDA's charter will typically specify the size, composition, nomination and appointment process, term, officers and other characteristics of the board.

Oversight of the PDA. While PDAs are separate legal entities, the creating city or county is required to maintain a level of oversight and control of the PDA's operations. RCW 35.21.745(1) provides that a city or county that creates a PDA "shall provide for its organization and operations and shall control and oversee its operation and funds in order to correct any deficiency and to assure that the purposes of each program undertaken are reasonably accomplished."

Washington law does not require a certain process for ongoing monitoring. The method for overseeing the operations of the PDA is generally provided for in the charter or formation ordinance or resolution. For example, charters often limit the scope of authority of the PDA and contain provisions for reporting on financial, budgetary and other operational matters. These organizational documents can provide

oversight and constraints on the operations of the PDA tailored to meet the needs of the parties involved and the purpose of the PDA.

While it is clear that Washington law requires the creating city or county to control and oversee the operations of the PDA, the purpose of such oversight and control is to be in a position to “correct any deficiency and to assure that the purposes of each program undertaken are reasonably accomplished.” A city or county is not required, for instance, to oversee the day-to-day operations or confirm each board activity, but maintain a level of involvement to ensure the PDA is fulfilling its authorized purpose and otherwise complying with applicable requirements. Because PDAs are separate legal entities and the liabilities of the PDA are limited to those assets and resources of the PDA, cities and counties should exercise caution when exerting too much control over the PDA potentially blurring the lines of separation between the forming city or county and the PDA.

Service Area. Forming cities and counties also oversee PDA operations by controlling where the PDA may operate. By statute, a PDA’s authority is limited to the jurisdictional boundaries of its forming entity, unless otherwise agreed to by the forming entity and the extra-territorial jurisdiction. RCW 35.21.740. Permission to operate extra-territorially may take a variety of forms, such as an interlocal agreement, service contract or other type of documentation, depending on the function and services provided by the PDA. While such agreement may limit the PDA’s activities to a certain project or specify the terms under which the PDA may operate extra-territorially, it may not extend the purpose or authority of the PDA beyond the scope of its original charter.

Financial and Other Resources of the PDA. Despite the broad authority to undertake any public project or purpose, PDAs have limited options to generate revenue. PDAs do not have the power of eminent domain nor the power to levy taxes or special assessments. RCW 35.21.745. PDAs may collect project or other operating revenues, receive grants, receive public or private funds, and accept real or personal property. PDAs may receive payments in exchange for services. PDAs may also borrow money and issue bonds, including tax-exempt obligations if certain requirements are satisfied, and may pledge project revenues, grants, or available sources to the repayment of such obligations. As noted above, all debts and other liabilities incurred by the PDA must be satisfied exclusively from the PDA, except as otherwise agreed by contract. PDA creditors do not have any right of action against or recourse to any other public entity, or such entity’s assets, on account of the PDA’s debts, obligations, liabilities or acts or omissions, unless such entity agrees to such recourse by contract.

Legal Requirements Applicable to PDAs. As public entities, PDAs, and their officers, employees and board members, “are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.” RCW 35.21.759. PDAs and their public funds are also subject to the constitutional limitations on the lending of credit and gifting of public funds. PDAs undertaking economic development activities or projects that include significant private sector involvement are encouraged to give special attention to these limitations when planning PDA operations.

Regional Projects and Services. As discussed above, PDAs may be formed by a city or county to operate within the boundaries of the creating jurisdiction and, with permission, extra-territorially. For some regional projects and goals, however, the public entities involved seek more of a multi-jurisdictional structure, with each party having a role in decision making and representation at the governance level. The PDA statutes (RCW 35.21.730 *et seq.*) do not alone provide for the formation of a multi-

jurisdictional PDA, as the statutes state that a PDA may be formed by a single city or county. Cities and counties wanting to work together have formed PDAs with multi-jurisdictional representation by combining the PDA statutes with the authority granted to local governments in the Interlocal Cooperation Act (chapter 39.34 RCW). Under this governance structure, the PDA would continue to be formed by one city or county, however, the PDA's charter would be paired with an interlocal agreement among the parties to establish the roles and responsibilities, representation on the board of directors, contractual limitations on liability, and other matters applicable to each jurisdiction involved. Examples of PDAs with multi-jurisdictional representation include South Sound 911, a communications and regional dispatch center located in Pierce County, and the South Correctional Entity Facility Public Development Authority, formed to issue bonds to finance a multijurisdictional misdemeanor correctional facility located in south King County.

Conclusion. PDAs provide a governance model that allows Washington cities and counties to create a separate legal entity to undertake public projects and goals. There are a number of statutory and other legal requirements to be observed. Many cities and counties have formed PDAs to implement a wide range of community projects, including joint undertakings. These many examples provide models for, and lessons that can be applied by, any new PDA.

Please call any of our public finance and municipal law attorneys if you have questions or would like more information.

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Dated: May 3, 2021.

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To subscribe to our mailing list, please contact Mia Wiltse at Mia.Wiltse@pacificallawgroup.com.

**KING COUNTY**

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report**September 5, 2018****Ordinance 18781****Proposed No. 2018-0324.1****Sponsors Kohl-Welles**

1 AN ORDINANCE authorizing the executive to enter into
2 an interlocal agreement with the city of Seattle to permit
3 Capitol Hill Housing Improvement Program to exercise its
4 chartered authority in unincorporated King County.

5 **STATEMENT OF FACTS:**

6 1. The city of Seattle chartered Capitol Hill Housing Improvement
7 Program ("CHHIP") in 1976 as a corporation, and its current purpose is to
8 assist homeowners, property owners, residential tenants, and residents of
9 the Capitol Hill community and such other areas as approved by the
10 CHHIP board of directors in preserving, improving and restoring the
11 quality of their homes, property and neighborhood, and to provide
12 additional housing, cultural, social and economic opportunities and
13 facilities.

14 2. CHHIP has a long history of successfully fulfilling its purpose both
15 inside and outside its Capitol Hill boundaries, including a prior affordable
16 housing project in unincorporated King County in which CHHIP partnered
17 with the Delridge Neighborhoods Development Association and the White
18 Center Community Development Association to secure tax credit equity
19 for the SOPI Village affordable housing project.

20 3. CHHIP desires to work with community-based partners in
21 unincorporated King County to provide affordable housing, cultural, social
22 and economic opportunities and facilities.

23 4. RCW 35.21.740 provides that a public development authority may not
24 operate outside of the boundaries of the establishing city unless that city
25 enters into an agreement with another city or county.

26 5. Seattle Municipal Code section 3.110.170.B. states, "If authorized by
27 its charter to do so, a public corporation may undertake projects and
28 activities or perform acts outside the limits of the City only in those areas
29 of another jurisdiction whose governing body by agreement with the City
30 consents thereto," and the CHHIP charter so authorizes.

31 6. It is in the interests of King County to permit CHHIP to engage in
32 mission-driven projects that provide affordable housing and community
33 development in unincorporated King County.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The King County executive is hereby authorized to enter into an
36 interlocal agreement with the city of Seattle for the purpose of permitting Capitol Hill
37 Housing Improvement Program, a public corporation chartered by Seattle, to develop
38 affordable housing and community development projects located outside the Seattle

39 limits in the unincorporated areas of the county. The agreement shall be in substantially
40 the form of Attachment A to this ordinance.

41

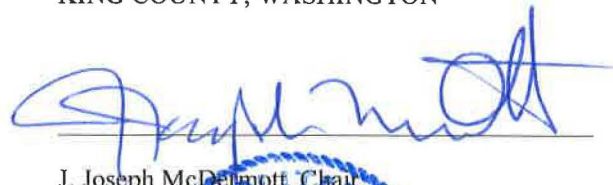
Ordinance 18781 was introduced on 8/20/2018 and passed by the Metropolitan King
County Council on 9/4/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci

No: 0

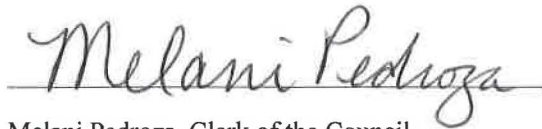
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



RECEIVED
2018 SEP -6 PM 3:20
CLERK
KING COUNTY COUNCIL

APPROVED this 6 day of SEPTEMBER 2018.



Dow Constantine, County Executive

Attachments: A. Interlocal Agreement

Attachment A

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "County" and The City of Seattle, a Washington municipal corporation, hereinafter referred to as "Seattle", each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, Seattle chartered Capitol Hill Housing Improvement Program (CHHIP) in 1976 with the current purpose to assist homeowners, property owners, residential tenants, and residents of the Capitol Hill community and such other areas as approved by the CHHIP Board of Directors in preserving, improving, and restoring the quality of their homes, property, and neighborhood, and to provide additional housing, cultural, social, and economic opportunities and facilities; and

WHEREAS, CHHIP has a long history of fulfilling successfully its purpose both inside and outside its Capitol Hill boundaries; and

WHEREAS, an important component of CHHIP's mission is to facilitate and provide safe and affordable housing and community development for the benefit of low- and moderate-income individuals and families; and

WHEREAS, CHHIP has identified certain specific mission-driven projects in the County and anticipates additional projects in the near future (collectively, the “Projects”); and

WHEREAS, CHHIP is a public corporation established under SMC Chapter 3.110; and

WHEREAS, Seattle Municipal Code, Section 3.110.170, states in part: “If authorized by its charter to do so, a public corporation may undertake projects and activities or perform acts outside the limits of the City only in those areas of another jurisdiction whose governing body by agreement with the City consents thereto,” and the CHHIP Charter so authorizes;

WHEREAS, both the County and Seattle desire to facilitate CHHIP’s undertaking of projects and activities consistent with its chartered purpose and to provide needed affordable housing; and

WHEREAS, by Seattle Ordinance 125424, the City Council of Seattle authorized the Director of Intergovernmental Relations to enter into this agreement with the County to enable CHHIP to perform the activities described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, THE PARTIES AGREE AS FOLLOWS:

1. Consents

The County and Seattle each consent to Capitol Hill Housing Improvement Program (“CHHIP”), a public corporation chartered by Seattle, developing affordable housing and community development projects located outside the Seattle limits in the unincorporated areas of the County, which may include, without limitation, participating in the financing, ownership, and

operation of such projects. The consent provided in this Agreement is intended to satisfy the conditions of SMC 3.110.170 and the Charter of CHHIP for actions outside Seattle, and does not constitute approval of any components of such projects that may be required by any local, state, or federal law or regulation.

2. Powers and Authority

Pursuant to RCW Section 35.21.740, the County and Seattle agree that with respect to all activities of CHHIP related to such projects and all related property interests now or hereafter held by CHHIP, the powers, authorities, and rights of Seattle to establish, to confer power and authority upon, and to exercise authority over, a public corporation or authority, as expressly or impliedly granted pursuant to RCW Sections 35.21.730 through 35.21.755, shall be operable, applicable, and effective in unincorporated King County, so that CHHIP shall have the same powers, authority, and rights with respect to such activities as CHHIP has within the corporate limits of Seattle, and shall be subject to the same Seattle ordinances and authority of Seattle.

3. Duration

This Agreement and the consents herein shall take effect when both parties have signed this Agreement and shall remain in effect so long as the corporate existence of CHHIP continues, unless and until modified or terminated by written agreement of the County and Seattle.

4. Miscellaneous

This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. Nothing in this Agreement shall impose any obligation, liability or responsibility on the County or Seattle for any liability, action, or omission of CHHIP.

KING COUNTY, WASHINGTON

CITY OF Seattle

By: Signature

By: Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF SEATTLE
CITY ATTORNEY

Signature

Signature

Title

Title

Date

Date

1246: Middle-income Tax-exempt Mezzanine Financing Model

Narrative Overview

5.12.21

Why The Middle-income Tax-exempt Mezzanine Financing Model?

There is a gap in both the private capital markets and traditional affordable housing resources for capital targeted to Middle-Income/ Workforce Housing.¹ Additionally, it is difficult to really meaningfully move the lever on key inputs that drive the cost of housing: construction costs and land value, BUT there is the potential to affect the cost of capital.

The Middle-income Tax-exempt Mezzanine Financing Model is a replicable financing structure to create middle-income housing (new construction and existing) that attracts traditional investors with appropriate risk-adjusted returns.²

What is the Middle-income Tax-exempt Mezzanine Financing Model?

The Middle-income Tax-exempt Mezzanine Financing Model is a different approach to capitalizing new construction or existing buildings. It does not rely on the multiple layers of public funding that are traditionally required in the subsidized affordable housing portion of the market, nor does it replicate the private market-rate capital stack, which relies on traditional debt and private equity. Instead, it's a 100% financed approach that leverages tax-exempt bond financing.

A Sponsor/Owner issues tax-exempt debt (either government purpose bonds or potentially 501(c)3 bonds, depending on the entity) for 100% of the project costs.³ The debt is structured in two tranches: (1) traditional senior tax-exempt note (~65%-75% loan-to-value) and (2) a subordinate mezzanine tax-exempt note (25%-35% loan-to-value). Functionally, this structure is exchanging traditional "equity" with the tax-exempt discount "mezz" note. The traditional senior tax-exempt note pays principal and interest and the tax-exempt mezz note pays a

¹ Affordable to households between 60% and 120% AMI—depends on the submarket.

² ~6-9% target after-tax returns, pre-tax equivalent of ~10-15%. Dependent on investor tax rates, levels of affordability, property tax exemption, and many other factors. This is compared to ~12-18% target pre-tax returns for market-rate, traditionally capitalized multifamily housing. Dependent on source of equity, rent levels, product type, submarket and many other factors.

³ Tax-exempt financing is a financing tool available to eligible borrowers (government entities, PDAs, 501(c)3, Private Activity Bond-eligible projects) as a means of raising funds for capital needs. Interest rates on tax-exempt bonds are considerably lower than interest rates on comparable taxable obligations because the interest component of the bond debt service payments is exempt from federal and sometimes state and local income taxes for the bond holder.

modest cash coupon. The Project Sponsor/Owner does not have to contribute any equity upfront but is responsible for owning, maintaining, managing and stewarding the asset over the long-term (10-15+ years). Accrued project equity is allocated between the Sponsor/Owner and mezz note investor up to a predetermined annual building appreciation with the remainder going to the Sponsor/Owner.

This lower cost capital structure enables the Project Sponsor/Owner to keep rents affordable to workforce/middle-income households and deeper levels of affordability within that range can also be achieved by layering property tax exemptions through the Multifamily Tax-Exemption (MFTE) program.

How does the Middle-income Tax-exempt Mezzanine Financing Model Relate to Existing Private Capital Markets and Affordable Housing Resources

The goal of Middle-Income Tax-Exempt Mezzanine Finance Model is to expand the financing tools available for middle-income housing (60%-120% AMI) to increase supply of middle-income housing by creating a new financing path. This new path achieves the following:

- Increases the supply of quality, affordable units and attracts well-established, quality housing providers to operate in the City, once the City provides an invitation/approval of the Owner/Sponsor to operate in the City.
- Attracts traditional tax-exempt bond investors to invest in middle-income housing in addition to low-income housing
- Attracts investors who have not traditionally invested in the tax-exempt bond space for housing to invest by creating attractive risk-adjusted tax-exempt returns

The new path does not:

- Rely on additional financial or policy support from the City
- Expose the City to liability
- Rely on any local, state and federal housing funding resources other than tax-exempt bonds
- Require federally-allocated private activity bonds and the associated LIHTC equity, which are competitively allocated and oversubscribed
- Advantage or disadvantage non-profits or for-profits by using resources relied upon by those entities



CITY OF KIRKLAND
Department of Parks & Community Services
123 Fifth Ave, Kirkland, WA 98033 • 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
John Lloyd, Deputy Director
Leslie R. Miller, Human Services Supervisor

Date: June 1, 2021

Subject: PARK BOARD AND HUMAN SERVICES COMMISSION WORK PLANS

RECOMMENDATION

It is recommended that the City Council review and provide feedback on the Park Board and Human Services Commission Work Plans.

BACKGROUND DISCUSSION

Parks and Community Services (PCS) begins developing the department work plan during the budget creation process for the upcoming biennium. During that time period, Council discusses its work plan and high priorities. These priorities guide the department's priority projects. PCS considers City projects and initiatives, and critical department needs in order to create the departmental work plan. Ultimately board and commission work plans come from the department work plan. A cascading series of high priorities from the City Council and City initiatives intersected with longtime planning needs of the department and major park development projects. This resulted in extremely aggressive Park Board and Human Services Commission work plans, shown below categorized by Council goal.

City Work Program #1: Implement R-5434 elements such as non-commissioned emergency responders, police transparency and accountability measures, and community-wide equity and inclusion programs to create a safer and more equitable Kirkland that increases the safety and respect of Black people and reduces systematic racism and poverty.

- Create a human services dashboard
- Participate in the equity gap assessment
- Assist the task force for the community responder initiative
- Write a department diversity, inclusion and equity plan
- Update department municipal codes based on results of the equity gap assessment
- Develop an equitable and inclusive model for the Kirkland Teen Union Building and the Youth Council

City Work Program #4: Initiate a supportive housing project in Kirkland, implement significant affordable housing projects at the Kingsgate Park and Ride and in the Totem Lake Urban Center, develop affordable housing priorities for the NE 85th Street Station Area Plan, and adopt and track affordable housing targets for low income and moderate income residents.

- Support the supportive housing project through collaborating with the King County Department of Community and Human Services "Health through Housing" Initiative regional meetings
- Participate in ARCH affordable housing city staff application reviews
- Collaborate with regional human services city staff and King County staff regarding the need to fund an increasing number of residential support services programs

City Work Program #5: Complete actions and investments to keep Kirkland residents, City staff and City facilities safe during the COVID-19 pandemic, support renewed economic activity, and prepare the City organization and the Kirkland community for recovery.

- Update COVID safety plans for re-opening
- Review facilities, registration processes, and waivers for re-opening
- Create and implement a public relations campaign about re-opening
- Add activities to spread out park use and augment staffing levels for the summer
- Add community building events and sports and fitness programs in the parks to help engage the community and create a sense of inclusivity and belonging after COVID
- Develop and implement a funding distribution process for COVID-related funding (CDBG, American Rescue Plan Act)

City Work Program #7: Complete the Totem Lake Connector, Totem Lake Park, 132nd Square Park and continue capital investments to support growth throughout the City and the Totem Lake Urban Center.

- Complete Totem Lake Park development project and ribbon cutting ceremony
- Complete 132nd Square Park development project and ribbon cutting ceremony
- Complete David Brink Park development project and ribbon cutting ceremony

City Work Program #9: Complete work for designation of Greater Downtown Kirkland as a Regional Center. Complete a vision statement and placemaking name for the NE 85th St Station Area Plan that integrates with surrounding neighborhoods and connects with downtown. Complete a Level of Service Benefit and Impact Analysis to inform Council decisions regarding Station Area Plan options and the plan's potential environmental impacts.

- Conduct a level of service analysis based on current PROS Plan guidelines and provide recommendations

City Work Program #10: Initiate city-wide outreach and planning efforts to update the Comprehensive Plan, the Transportation Master Plan, the Parks, Recreation and Open Space Plan and related documents to maintain the quality of life in Kirkland.

- Create a project plan, obtain a consultant, and manage the Parks, Recreation and Open Space plan, the comprehensive community needs assessment, the ADA assessment and transition plan, and the synthetic turf strategic plan
- Augment consultant outreach with specific Kirkland-centric outreach
- Create a project webpage and implement a robust outreach and communications plan
- Create a process for receiving and responding to an anticipated heavy load of public comment

- Update department municipal codes based on results of the planning and outreach processes

City Work Program #11: Develop an equitable, cost effective 2023-2024 balanced budget that improves the City's future financial outlook while investing in community priorities and retaining Kirkland's AAA credit rating.

- Develop and propose a plan to transition special events to full cost recovery
- Audit cost recovery levels and develop correction plan for programmatic categories out of alignment
- Propose new revenue initiatives
- Analyze all expenses and revenue, put forward a comprehensive and holistic budget

Other Top Priorities

- Sustainability Master Plan, Urban Forestry Plan and Green Kirkland Partnership Plan
 - Expand and improve the current integrated pest management plan
 - Add GIS layers to track invasive species and restoration units
 - Expand the steward and volunteer program
 - Continue progress towards eliminating synthetic herbicides in parks

As advisory bodies to the City Council, the Park Board and Human Services Commission work plans directly reflect the priorities of City Council through the department work plan. Due to the aggressive nature of the department's work plan, staff were only able to incorporate limited recommendations from board and commission members for their respective work plans due to limited staff capacity to support additional projects and initiatives. However, the attached work plans (**Attachment A and B**) call for extensive consideration, feedback and involvement from the board and commission members that will assist the department to complete many of the items listed above.

Park Board reviewed and discussed a draft of the work plan at the April 14, 2021 Park Board meeting. Staff incorporated feedback from the board and presented the attached work plan for formal approval at their May 12, 2021 meeting. Unfortunately, Park Board did not have a quorum at this meeting and were unable to take official action recommending approval of the plan.

The Human Services Commission reviewed and discussed a draft of its work plan at its April 27, 2021 meeting. Staff incorporated feedback from the Commission and presented the attached work plan for approval at its May 25, 201 meeting.

NEXT STEPS

Staff are looking for City Council feedback to ensure that the work plans reflect the Council's priorities.

Attachment A: 2021-2022 Park Board Work Plan

Attachment B: 2021-2022 Human Services Commission Work Plan

Parks and Community Services: Work Plan Items for Park Board
Developed March 2021
City Council Review June 2021

Task	Topic	Description	Staff Lead	2021				2022
				Q1	Q2	Q3	Q4	
1	Park Board Retreat/Orientation	Onboard new Park Board members and hold retreat with all Board members to provide additional training sessions	Lloyd		X			X
2	Summer marketing and communication plan - Briefing	With the suspension of the recreation brochure, create a communication process for summer 2021 programming	Lloyd		X			X
3	PROS Plan	Provide input for this 6-year required plan that serves as the parks and recreation chapter of the City's comprehensive plan	Gardocki	X	X	X	X	X
4	Community Needs Assessment	Assist with the Department's outreach and surveying of community interests	Gardocki		X	X		X
5	ADA Self Evaluation and Transition Plan	Review of parks and recreation facilities assessment for accessibility and corresponding plan to increase accessibility	Gardocki		X	X		X
6	Synthetic Turf Strategic Plan	Review of the assessment of all ballfields in the city in comparison with sports needs and corresponding plan	Gardocki		X	X		X
7	Off-leash dog area outreach as part of PROS plan process	Updates on efforts to date and next steps	Gardocki		X	X		X
8	Totem Lake Park Ribbon Cutting	Participate in the ribbon cutting celebration of park opening	Gardocki			X		
9	132nd Square Park Groundbreaking	Participate in the groundbreaking ceremony to kick-off park development	Gardocki		X			
10	David Brink Park Groundbreaking	Participate in the groundbreaking ceremony to kick-off park development	Gardocki		X			
11	Active Amenity Replacement Plans	Provide staff feedback on potential active amenity replacement projects	Gardocki		X			X
12	Update City codes for parks, recreation and community services	Based on results of planning and assessment processes, update pertinent City codes	Zwaagstra					X
13	Park volunteer program input	GKP style program for non-restoration events, such as park clean-up projects	Ball				X	
14	KTUB Briefing	Evaluation of KTUB service levels and non-profit operators	Miller			X	X	
15	Department diversity and gender equity policy	Provide input for this inclusive policy to ensure equitable access to programs and services	TBD					X
16	132nd Square Park Ribbon Cutting	Participate in the ribbon cutting celebration of park opening	Gardocki					X
17	David Brink Park Ribbon Cutting	Participate in the ribbon cutting celebration of park opening	Gardocki				X	X

Attachment B

Parks and Community Services: 2021-2022 Work Plan Items for the Human Services Commission

Developed April 2021

City Council Review June 2021

Task	Topic	Description	Staff Lead	2021				2022
				Q1	Q2	Q3	Q4	
1	Commitment to Equity	Utilize an equity lens to carry out all work for the City. This includes understanding the inequities in the community, the sources of these inequities and the best practices to address them. Recognizing that building a strong equity lens requires ongoing work, Commission members will engage in training opportunities and personal study.	Miller	X	X	X	X	X
2	Human Services Grants	Review quarterly and annual reports to ensure that agencies are providing services to Eastside residents with positive outcomes.	Miller		X	X	X	X
3	Community Development Block Grant Funds	Provide recommendations to City Council for annual distribution of CDBG funding	Miller			X		
4	Commission Education	Invite local service providers, school officials, and subject matter experts to share best practices and ongoing challenges with meeting community needs.	Miller		X	X	X	X
5	Eastside City Human Services Collaboration	Participate in joint meetings with human services commissions from other Eastside cities.	Miller			X	X	X
6	King County Funding of Human Services	Track Eastside investments of King County initiatives, such as MIDD, Best Starts for Kids, Veterans, Seniors and Human Services Levy and recommend Kirkland advocacy when needed.	Boone			X	X	X
7	Engage internal stakeholders	Collaborate with the City's Youth and Senior Councils to identify and address community needs.	Miller			X	X	X
8	Help make Kirkland a safe, inclusive, welcoming city where all feel they belong	Connect with Kirkland residents who utilize human services to understand their needs. Offer to educate Kirkland residents about the needs of some of their neighbors at Neighborhood Association meetings.	Smith			X	X	X
9	Support Resolution R-5434	Provide feedback on the Human Services Dashboard that provides transparency into the distribution of grant dollars and who benefits. Receive a presentation on the adoption of the Community Responders and provide feedback on how the human services division might support these positions. Ensure that human services grant funding is informed by the priorities of R-5434.	Miller	X	X	X	X	X
10	City equity gap assessment	City project through Chanin Kelly-Rae to assess gaps in equity practices	Shellenbarger		X	X		
11	Youth Services/Youth Council Service Level Updates	Provide input on the Department's efforts to redevelop the Youth Council to create broad youth participation, increase diversity and inclusiveness, and foster civic engagement	Schubiger		X	X		
12	KTUB Briefing	Evaluation of KTUB service levels and non-profit operators	Miller			X	X	
13	PROS Plan Briefings	6-year required plan that serves as the parks and recreation chapter of the City's comprehensive plan	Gardocki		X	X	X	X
14	Community Needs Assessment	Assist the Department with outreach and surveying of community interests	Gardocki		X	X		X
15	ADA Self Evaluation and Transition Plan	Provide input on the parks and recreation facilities assessment for accessibility and corresponding plan to increase accessibility	Gardocki		X	X		X
16	Department diversity and gender equity policy	Provide input in Department's inclusive policy to ensure equitable access to programs and services	Zwaagstra					X



CITY OF KIRKLAND
Department of Parks & Community Services
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www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
Leslie Miller, Human Services Supervisor
Jennifer Boone, Human Services Coordinator

Date: June 1, 2021

Subject: Pride Month Proclamation

RECOMMENDATION:

That the Mayor proclaim June 2021 as Pride Month in the City of Kirkland.

BACKGROUND DISCUSSION:

The month of June is celebrated as Pride Month, to commemorate the Stonewall Riots that occurred following a police raid of the Stonewall Inn, a gay club, on June 28, 1969 in New York City. The event became a tipping point for members of the LGBTQIA+ community in response to police harassment, sparking a civil rights movement within the LGBTQIA+ community. In commemoration of the historic event, members of the LGBTQIA community and allies unite to celebrate the history of Pride and commit to continuing the fight for human rights.

This proclamation affirms the dignity of Kirkland residents, employees, and visitors who identify as lesbian, gay, bisexual, transgender, queer, questioning, intersex, and asexual (LGBTQIA+).

Gilbert Baker, an American artist, gay rights activist, and U.S. Army veteran, created the original 8 color Pride flag in 1978 as a new symbol for the gay and lesbian political movement, at the suggestion of his friends and colleagues, including Harvey Milk, a San Francisco City Supervisor and the first openly gay elected official in California. The flag was modified in 1979 to the six-color version: red for life, orange for healing, yellow for sunlight, green for nature, blue for serenity and violet for spirit; and again in 2017 with pink, indigo, and lavender to represent diversity. In 2017, the city of Philadelphia adopted an updated flag to include brown and black stripes, incorporating the intersection and unique experience people of color have in the LGBTQIA+ community. In 2018, Daniel Quasar released a redesign called the Progress flag to include the baby blue, pink, and white colors from the trans pride flag. The Progress flag serves as a symbol of the LGBTQIA+ community's commitment to be more inclusive of the scope and intersection of identities within the community.

To commemorate the 52nd anniversary of the Stonewall Riots, the Progress flag will fly over City Hall and in Marina Park. This year, the Progress flag will also fly over, or be displayed prominently, at all Kirkland fire stations, the Kirkland Justice Center, the City maintenance facilities, and the community centers to affirm the City's commitment to be a safe, inclusive, and welcoming community against violence and discrimination.

The City of Kirkland's Affirmative Action Policy was amended in 2001 to include sexual orientation. In 2017, the City of Kirkland added a new chapter 3.18 to the Kirkland Municipal Code related to sustaining a safe, welcoming, and inclusive community for all residents regardless of race, religion, color, national origin, sex, age, income or economic status, political affiliation, military status, sexual orientation, or physical, mental or sensory ability.

Everyone has been impacted by the COVID-19 pandemic over the last year, but some communities, including the LGBTQIA+ community, have been hit harder than others. Over the last year, experts have seen higher rates of unemployment, barriers to health care access, and increase in mental health needs, specifically depression, anxiety and suicide. These challenges hold greater impacts, given LGBTQIA+ folks experience disproportionate rates of pre-existing conditions, placing them at risk for more severe effects from a COVID-19 diagnosis. Simultaneously, this information is challenging to track because of the limited data available for the LGBTQIA+ community and their experience when it comes to housing, healthcare, and unemployment. Eastside for All provides links to a number of local organizations who provide support and resources. <https://eastsideforall.org/covid/lgbtqia/>

42% of LGBTQIA+ adults also identify as a person of color. When intersected, these identities reveal disparate impacts when it comes to participation in the juvenile justice system, youth homelessness, unemployment, and long-term health issues. Such disparities lead to higher levels of chronic stress and overall disparate health, social, and economic outcomes.

Individuals who identify as transgender are more likely to experience additional barriers when it comes to basic needs and civil rights. This past year there has been an influx of anti-transgender legislation in the U.S, targeting gender-affirming healthcare. In addition, violence against transwomen, especially transwomen of color increased in 2020, with 44 people losing their lives to violence. Their stories are often unreported or misreported, impacting how we share their stories.

There are many online resources available. Local organizations are highlighted below. Support for LGBTQIA+ young people is available at www.lamberthouse.org Support for friends and families of LGBTQIA+ is available at www.pflagbellevue.org Support for those exploring gender identity is available at www.genderdiversity.org Support for LGBTQIA+ older adults is available at <https://genprideseattle.org/>

The Eastside supports organizations that create safe spaces where members of the LGBTQIA+ community can connect with resources, support, education, and advocacy.

Diana Zhang with Eastside Pride PNW will accept the Pride Month proclamation on behalf of their organization, its members, and the LGBTQIA+ community.



A PROCLAMATION OF THE CITY OF KIRKLAND

Proclaiming June 2021 as “Pride Month” in Kirkland, Washington

WHEREAS, lesbian, gay, bisexual, transgender, queer, questioning, intersex, and asexual people are our family, friends, neighbors and co-workers who are part of and contribute meaningfully to our community; and

WHEREAS, Gay Pride events are held in June to commemorate the June 28, 1969, Stonewall riots that were sparked in response to ongoing police harassment of New York’s gay community, and were also the catalyst for establishing safe places for gays and lesbians to be open about their sexual orientation without fear of being arrested or jailed; and

WHEREAS, the fight for dignity, equality and inclusion for LGBTQIA+ people has been hard-fought in the streets and courts of this country; and

WHEREAS, in 2001 the City of Kirkland added "sexual orientation" to its Affirmative Action Policy and in 2006 the State of Washington added protection from discrimination based on sexual orientation and gender identity to the Washington law; and

WHEREAS, in 2017 the City of Kirkland added a new chapter 3.18 to the Kirkland Municipal Code related to sustaining a safe, welcoming and inclusive community for all residents regardless of race, religion, color, national origin, sex, age, income or economic status, political affiliation, military status, sexual orientation, or physical, mental or sensory ability; and

WHEREAS, to protect the health of the community during the COVID-19 pandemic, pride events across the country, like most other large gatherings, have been cancelled or are being held virtually, resulting in the need to ensure that Pride Month, and the ongoing fight for dignity and equality, is not forgotten in the midst of these challenging times; and

WHEREAS it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders;

NOW, THEREFORE, I, Penny Sweet, Mayor of Kirkland, on behalf of the City Council, and in honor of the anniversary of the Stonewall Riots, do hereby proclaim June 2021 as “Pride Month” in Kirkland, Washington, to celebrate lesbian, gay, bisexual, transgender, queer, questioning, intersex, and asexual members of our community, and as an affirmation of the City’s commitment to protect and serve everyone who resides, works, or visits Kirkland without discrimination, as well as its belief in the dignity, equality, and civil rights of all people.

Signed this 1st day of June 2021

Penny Sweet, Mayor



CITY OF KIRKLAND
Kirkland Police Department
11750 NE 118th Street, Kirkland, WA 98034
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Chief Cherie Harris, Kirkland Police Department

Date: May 20, 2021

Subject: National Gun Violence Awareness Day Proclamation

RECOMMENDATION:

That the Mayor proclaim June 4, 2021 as National Gun Violence Awareness Day.

BACKGROUND DISCUSSION:

Friday, June 4th is National Gun Violence Awareness Day, also known as Wear Orange. Wear Orange was started in 2015 to commemorate Hadiya Pendleton, a high school student from the south side of Chicago who marched in President Obama's second inaugural parade. One week after the inauguration, Hadiya was shot and killed on a playground in Chicago. Orange was her favorite color.

Since then orange has been the defining color of the gun violence prevention movement. New York gun violence prevention advocate Erica Ford spearheaded orange as the color of peace through her work with her organization, Life Camp, Inc. Whether it's worn by students in Montana, activists in New York, or Hadiya's loved ones in Chicago, the color orange honors the more than 100 lives cut short and the hundreds more wounded by gun violence every day.

In 2018, the Kirkland City Council embarked on conversations with the community on methods of promoting safe and responsible gun ownership at the state and local level in order to reduce mass shootings, homicides, suicides and accidental shootings. This input informed the City Council as it considered potential changes to City ordinances and policies, City budget initiatives and the City's state legislative agenda.

In May 2018, the Council subsequently passed the "Save Lives through Gun Safety" Resolution in May of 2018. Gun safety continues to be a priority for the Council, which committed to further Gun Safety measures in Proposition 1, the City's Enhanced Police Services and Community Safety Sales Tax Measure, passed by voters in the fall of 2018.

This safety measure allowed the Kirkland Police Department to provide additional services for the community. One of the goals of the Prop 1 safety measure is to provide information about gun safety in order to reduce accidents involving firearms. In fact, free safety education for firearm owners was requested by the community during gun safety and community safety discussions that took place in 2018. In response, the Kirkland Police Department has created an educational video series about firearm safety. Videos cover topics such as responsibilities,

liabilities, and laws around firearm ownership, safe storage, and firearm locks. As part of the program, KPD is offering complimentary gun locks to those who request them.

In 2019, Washington had 842-gun deaths, with a rate of 10.7 deaths per 100,000 people. Recognizing Gun Violence Awareness Day provides an important reminder to continue to do life-saving work so that we can get closer to realizing a future free from gun violence.

More information about the City of Kirkland Gun Safety and Community Safety Outreach process can be found on the City's [website](#). For more information about National Gun Violence Awareness Day, see www.wearorange.org.



A PROCLAMATION OF THE CITY OF KIRKLAND

Proclaiming June 4, 2021 as National Gun Violence Awareness Day in the City of Kirkland

WHEREAS, the first Friday in June is National Gun Violence Awareness Day, also known as “Wear Orange Day,” recognized and supported by Kirkland’s local chapter of Moms Demand Action for Gun Sense in America, a nonpartisan, grassroots movement of Americans fighting for public safety measures to protect people from gun violence; and

WHEREAS, the “Wear Orange” movement was founded in 2015 to honor and remember 15-year-old honor student Hadiya Pendleton, who was gunned down in a Chicago playground in 2013 just one week after marching in President Barack Obama’s second inaugural parade; and

WHEREAS, the foundation of “Wear Orange” is constructed out of an unblemished desire to shape a future free from gun violence, the color orange a vibrant emblem of protection selected by a group of Hadiya’s friends, who chose the color orange because it is a bold, bright color that demands to be seen, and the color that hunters wear in the woods to safeguard themselves and others from harm; and

WHEREAS, every day, more than 100 Americans are killed by gun violence, alongside more than 230 who are shot and wounded, and on average there are more than 13,000 gun homicides every year; and

WHEREAS, Friday, June 4, marks the seventh annual National Gun Violence Awareness Day, meant to honor and remember all victims and survivors of gun violence and to formally declare that we as a country can and must do more to reduce gun violence; and

WHEREAS, the Kirkland City Council has proactively worked alongside the Kirkland community to determine actions the City can undertake to reduce gun violence, launching a massive community engagement effort in 2018 and subsequently passing the “Save Lives through Gun Safety” Resolution in May of 2018; and

WHEREAS, gun safety continues to be a priority for the Council, which committed to further Gun Safety measures in Proposition 1, the City’s Enhanced Police Services and Community Safety Sales Tax Measure, passed by voters in the fall of 2018; and

WHEREAS, the Kirkland City Council strives to achieve the balance between support for the Second Amendment rights of law-abiding community members and efforts to keep guns away from those with dangerous and violent histories; and

NOW, THEREFORE, I, Mayor Penny Sweet, on behalf of the Kirkland City Council, do hereby proclaim Friday, June 4, 2021 as National Gun Violence Awareness Day in the City of Kirkland, and encourage our community members to “Wear Orange” in honor of Hadiya Pendleton and to signify an allegiance to those who share the unified vision of a future free from gun violence.

Signed this 1st day of June 2021,

Penny Sweet, Mayor



CITY OF KIRKLAND
Department of Parks & Community Services
123 Fifth Ave, Kirkland, WA 98033 • 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
James Lopez, Deputy City Manager, External Affairs
Leslie R. Miller, Human Services Supervisor
Regi Schubiger, Youth Services Coordinator
Patrick Tefft, Volunteer Services Coordinator

Date: May 20, 2021

Subject: 2021 EILEEN TRENTMAN MEMORIAL SCHOLARSHIP RECIPIENTS

RECOMMENDATION

It is recommended that the City Council join staff in recognizing this year's two recipients of the Eileen Trentman Memorial Scholarship.

BACKGROUND DISCUSSION

In 2005 City of Kirkland employees established a scholarship program for City youth volunteers. The scholarship is named in honor of the City's former Volunteer Coordinator, Eileen Trentman. Funding for the Scholarship Program is generated through voluntary employee contributions during the annual Employee Giving Campaign. The Kirkland Fire Fighters Benevolent Association (KFFBA) has been gracious enough to hold the funds through their status as a registered non-profit organization. This year KFFBA provided additional funding for the scholarship.

The following eligibility guidelines have been established for the program:

- Candidates must have served the City of Kirkland in a volunteer capacity. This would include, but is not limited to, Kirkland Youth Council, Boards and Commissions, and Police Explorers.
- Candidates must have graduated high school or be on track to graduate from high school the following June.
- Candidates must be attending or have plans to attend college, university, or technical school after graduating from high school.
- Candidates are eligible through age 21.

Every year, City staff are asked to nominate eligible and deserving youth volunteers for the scholarship through the annual Volunteer Appreciation Program. All nominations are then reviewed by five City staff members which includes a representative from KFFBA. For 2021, two students were awarded a \$1,000 scholarship; Nelly Mex Canul (Kirkland Youth Council) and Asher Devine (Kirkland Green Partnership).

Nelly joined the Kirkland Youth Council in the fall of 2019 as a junior at Lake Washington High School. She jumped right in with both feet and has never looked back. Nelly is always willing to help, is dependable, and truly cares about her peers and community. She has served as judge for the Teen Traffic Court program, played a starring role in Kirkland's mask wearing PSA, and always is the first Leadership member to offer to facilitate discussions at meetings. These leadership skills led her peers to elect her to the 2020-21 KYC Leadership team after just eight months being on the council.

Nelly has never shied away from advocating for the Latinx youth and families in our community, particularly during COVID. She asks questions and raises up struggles both her peers and her and her family have had to deal with (even directly to the LWSD Superintendent!). She tactfully and elegantly speaks her truth. Not only does Nelly excel at everything she does, but she also puts so much of herself into her work. She is a quiet but powerful leader and has earned the respect of both her peers and adults in our community. Nelly will be attending the University of Washington this fall.

Asher, a volunteer Green Kirkland Steward since 2015, has contributed a tremendous 160 hours in the five years since, engaging the community to build healthier habitat while teaching others the value of the City's urban forests at Crestwoods Park. His dedication to hands-on learning and growth as a leader has made him a peer among adults. Asher began as a young Scout and has remained passionate and committed to the environment ever since. His service has given him hands-on experience dealing with the challenges of stewardship, both in managing people and the landscape. He has grown into a leader who is not afraid to try new ideas to solve problems while collaborating with a team of experienced adults.

Asher contributes significantly to the Green Kirkland Partnership's annual goal planning at his site by bringing new ideas and novel approaches. In 2020, Asher took the initiative to develop a test of browse protection devices for new tree plantings in his area. He saw a problem and proposed three low-cost ways to address the issue. He developed and researched this project and is now following through with installation and ongoing monitoring of his experiment. He possesses the self-awareness and confidence to manage his time and energy to get things accomplished as a team player. The City of Kirkland is lucky to have such a motivated and professional young adult addressing real challenges in the community!



CITY OF KIRKLAND
Department of Parks & Community Services
123 5th Avenue, Kirkland, WA 98033 · 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
Leslie R. Miller, Human Services Supervisor
Regi Schubiger, Youth Services Coordinator

Date: May 20, 2021

Subject: 2020-21 KIRKLAND YOUTH COUNCIL ANNUAL REVIEW PRESENTATION

RECOMMENDATION

It is recommended that the City Council receives a presentation from representatives of the Kirkland Youth Council highlighting their accomplishments during the 2020-21 school year.

BACKGROUND DISCUSSION

Although it has continued to be very challenging times for the Kirkland Youth Council and its members, the group has been successfully adapting to the many changes and adversities the world has presented and has made significant contributions to the City this past year.

Recruitment

Due to the pandemic and accompanying uncertainty, the Youth Council limited recruitment to middle school students for the 2020-21 school year. Even with this limited pool, 30 students applied. After careful consideration and review of applications, Youth Council leadership invited 15 candidates to interview. Of those, Youth Council invited five new members to join.

Mini Grants

KYC members reviewed three cycles of Mini Grant applications awarding \$8,500. Programs that received funding included the Diverse Library Collection at Finn Hill Middle, India Association of Western Washington Youth Horticultural Program, International Community School's Future Business Leaders of America (FBLA), Juanita High's Homelessness Awareness effort, Urban Gardening Club at Juanita High, bus passes for low-income students at Kamiakin Middle, Food Pantry at Rose Hill Middle, and Tesla STEM's Japanese Incarceration Remembrance effort.

Student Traffic Court

In September 2020, the Kirkland Municipal Court resumed offering Student Traffic Court as a deferred finding option for teens. Members of the Kirkland Youth Council served as judge and jury for 10 virtual cases to date. Since this is a year-round program offering of the Youth Council, Court sessions will continue monthly through the summer.

Advisory Opportunities

The Leadership Team of the Youth Council held quarterly meetings with Lake Washington School District Superintendent Jon Holmen and City of Kirkland City Manager Kurt Triplett. Topics covered during the meetings with Dr. Holmen included LWSD response to COVID, virtual learning, communication with students, standards-based grading, LWSD "Future Ready", and plans for the 2021-22 school year. Youth leadership and Mr. Triplett discussed COVID, R-5434, online learning, traffic, snow response, the Best Starts for Kids Levy, the Fire Safety Ballot, and construction.

Throughout the year community organizations and city staff have requested feedback from Youth Council on the following topics:

- The King County Conservation District
- Neighborhood master plans
- School Resource Officers
- The Best Starts for Kids Levy Renewal
- Washington State Youth Court Conference
- Washington State Youth Legislative Action Day

Community Service

Youth Council members have missed the opportunity to complete service projects most of this year. A group of them were thrilled to participate in a small Green Kirkland Partnership in April.

Feature Project: Youth Needs Assessment

The most significant undertaking for the Youth Council this past year has been the Needs Assessment Survey. While Youth Council usually does not meet during the summer, 2020 was an exception. Members of the Youth Council met virtually throughout the summer of 2020 to lay the groundwork for their needs assessment. This included learning about the Youth Participatory Action Research approach. The Youth Council constructed a thoughtful [survey](#) that covers a number of subject areas including:

- Youth relationship to the Kirkland community
- Youth relationship with Kirkland schools
- Opportunities outside of schools
- Mental Health
- Substance use
- City services for youth

The survey is set to close at the end of May. Preliminary results will be shared with City Council during the Youth Council presentation.



CITY OF KIRKLAND
Kirkland Police Department
11750 NE 118th Street, Kirkland, WA 98034
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Cherie Harris, Chief of Police
Mike St. Jean, Deputy Chief of Police
Todd Aksdal, Deputy Chief of Police
Melissa Petrichor, Administrative Commander

Date: May 5, 2021

Subject: USE OF FORCE DASHBOARD

RECOMMENDATION:

It is recommended that the City Council receives an update on the Department's preliminary review of use of force incidents that occurred in the first quarter of 2021 and the development of a public facing use of force dashboard. This memo was originally included as part of the May 18, 2021 Council R-5434 study session, along with the School Resource Officer dashboard and the human services dashboard memos. The Council elected to defer the dashboard reviews on May 18 and focus on a more detailed community responder discussion. The Council concurred with the City Manager suggestion of providing the individual dashboard briefings at subsequent Council meetings under the R-5434 special presentation item on the Council agendas. The use of force dashboard is the first such special presentation.

BACKGROUND DISCUSSION:

On February 16, 2021, Chief Harris provided the Council a memorandum with the following preliminary review of use of force incidents involving persons of color in 2019 and 2020:

Use of Force evaluation and analysis by the Department

Current Reporting and Review Procedures

- Department members are required to document any use of force including the display of weapons to gain compliance. Documentation includes writing a case report in the records management system as well as a use of force report in the department's use of force tracking system.
- Sergeants and Corporals (the involved Officer's supervisor) conduct the initial review of all case reports and use of force reports. The supervisor can either send the use of force report back for additional investigation or approve it. Once supervisors are satisfied with the documentation, they forward the use of force reports to their assigned Lieutenant with input on any policy and training issues.

- Lieutenants are responsible for conducting the second review on all use of force reports. Lieutenants can either close the use of force report with a finding on policy compliance or request additional investigation. Additional investigation may include additional review by Department subject matter experts, such as the Supervisor assigned to the Less Lethal Training Unit for a Taser deployment, sending the report back for additional documentation or having the incident reviewed by the Chief of Police for assignment as an Internal Investigation.
- Policy violations and training issues that are identified during the use of force review process are addressed via documented coaching and counseling, remedial training and/or formal discipline.
- The Administrative Lieutenant drafts an annual use of force report as part of the Washington State Sheriff's and Police Chief's Association Accreditation process. That report is provided to the Risk Management Lieutenant for review and distribution to Supervisors in each of the training units such as the firearms instructors, less-lethal instructors and defensive tactics instructors.
- Supervisors and Lieutenants receive internal training on reviewing and approving use of force reports as well as attending WCIA sponsored classes specific to their role in the process.

Deadly Force Investigation

- When a use of force response occurs that involves deadly force, the Chief of Police requests mutual aid from an outside law enforcement agency to conduct an independent criminal investigation. The outside law enforcement agency takes responsibility for conducting the investigation and forwards their findings directly to the King County Prosecuting Attorney's Office for review. As reported in the January 19th, 2021 City Council meeting, an Independent Force Investigative Team (IFIT-KC) is in the final stages of development by Interlocal Agreement (ILA).

Use of Force Review Board

- A Use of Force Review board is convened when an Officer uses force that results in either death or serious bodily injury to another.
- The Board is composed of the Administrative Lieutenant, a Deputy Chief or a Lieutenant not involved in the Officer's chain of command, a certified instructor for the type of force used, a non-administrative commissioned supervisor and a peer of the Officer who used force. A member of the Department in a similar classification as that of the involved Officer is considered a peer.
- The Board thoroughly reviews all available information and develops a written report to the Chief of Police that includes recommendations for training, equipment and/or policy violations.
- The Chief of Police reviews the written recommendations of the Board and makes the final determination as to whether the employee's actions were within policy. The Chief of Police will determine whether additional actions, investigations or reviews are appropriate.
- The Chief of Police may direct a Use of Force Review Board to investigate the circumstances surrounding any use of force incident.

Early Warning System

- The Department utilizes an early warning system to alert supervisors and members of command staff if an employee reaches a preset threshold on certain types of incidents in a rolling 12-month period.
- Use of Force entries are part of the Department's early warning system. If an Officer is involved in six (6) use of force incidents within a rolling 12-month period, their supervisor receives an automated email that triggers additional review of all the specific reports during that time period. This includes the actual use of force and or the show of force by drawing a firearm or Taser. This threshold was set during training conducted by the Department's vendor "IA Pro – Blue Team" a nationally recognized software solution utilized to catalog use of force reporting.

Analysis of 2019-2020 Use of Force Incidents Involving Persons of Color or Unknown Race

- Deputy Chief St Jean and the Deputy Chief Aksdal recently conducted additional reviews of all use of force incidents from 2019 and 2020 involving persons of color or unknown race.
- There were 39 use of force incidents in 2019 and 2020 involving persons of color or unknown race. Those incidents were documented in 77 individual use of force reports. (Individual officers are required to document their own use or display of force in a separate use of force report for each incident. If more than one officer uses or displays force during an incident, there will be more than one report generated to thoroughly document an incident.)
- Dispatched calls for service accounted for 28 (72%) of the 39 uses of force.
- The remaining 11 (28%) were associated with incidents that were observed by officers, not all are considered self-initiated activity as in some instance they were flagged down by community members.
- A show of force (only) safely resolved 18 (46%) of the incidents (the display of a Taser or firearm only.) In these incidents, no other use of force was applied.
- The remaining 21 (54%) use of force incidents involved one or more applications of a force technique.
- Injuries to subjects were observed or reported in six (15%) of the incidents. There were no observed injuries or complaints of pain in the remaining 33 (85%) of incidents.
- All 39 use of force incidents have previously been reviewed by at least a Sergeant or Corporal and their Lieutenant following the procedures previously discussed in this memo.
- Two of the 39 incidents were found to contain policy violations or training issues:
 - During the first incident, the reviewing Lieutenant requested that the Supervisor of the Firearms Training Unit review an Officer's deployment of a rifle. The Supervisor of the Firearms Training Unit determined that the rifle deployment was out of policy and that the Officer had not followed training and best practices when he pointed his rifle at a subject who was being taken into custody, instead of keeping his rifle pointed towards the ground. Having no other similar training, policy violations or history of discipline, the Officer received documented coaching and counseling as well as remedial training as a result of this incident. When the Deputy Chief's reviewed this incident, they disagreed with the finding that the officers decision to deploy the rifle was out of policy but

agreed with the finding that the officer had not followed training and best practices when he pointed his rifle at the subject.

- During the second incident, Officers located a subject that was wanted on a misdemeanor warrant and had fled from officers in his vehicle on multiple occasions in the preceding days. The subject was observed parked near the pumps at a gas station, located just outside the Kirkland City limits. Officers utilized their patrol cars to put pressure on the front and rear bumper of the subject's car to prevent him from fleeing again. The subject refused to exit his car and a prolonged standoff ensued. Eventually, the subject started his car and began ramming the patrol cars in front of and behind him in order to create enough space to flee. While he was ramming the patrol cars, the on-scene Sergeant directed an Officer to break one of the car windows using a less lethal munitions launcher. Once the subject had created enough room, the subject fled. The Officers did not pursue him. A short time later the car was located at a grocery store. The on-duty Sergeant requested assistance from the Washington State Patrol (WSP) in case the subject tried to flee again. The subject did in fact flee, driving out of the City and was pursued by WSP Troopers. The on-duty Sergeant had authorized the deployment of spike strips and a Kirkland Officer was able to successfully deploy spikes on the subject's vehicle as Troopers pursued him. The subject eventually entered I-405 traveling southbound (the wrong way) in the northbound lanes. He collided with a Trooper who was traveling northbound and was taken into custody. The review of this incident included analysis by the Supervisor of the Less Lethal Training Unit as well as the Supervisor of the Emergency Vehicle Operations Unit and was coordinated by the Investigations Lieutenant. The Supervisor of the Less Lethal Training unit found that the deployment of the less lethal munitions launcher to break the window was out of policy. Department policy did not allow for deployment on inanimate objects. However, he recommended that the policy be amended to reflect the agency's past practice of utilizing less lethal munitions on inanimate objects to safely resolve barricaded subject calls. The Supervisor of the Emergency Vehicle Operations unit found that the tactic of using the patrol cars to pin the subject's car had not been trained by the Department and was not reasonable given that the subject was wanted for a misdemeanor warrant at the time of contact. The Supervisor also found that the authorization and the deployment of the spike strips was a violation of policy because the pursuit itself was not within policy. The final investigation was reviewed by the Chief of Police. The Officers who executed the pin tactic and deployed spike strips received documented coaching and counseling. The Sergeant received formal discipline for failing to provide appropriate command and control of the incident.

- During the initial review process, Officers were found to have acted within policy in the remaining 37 use of force incidents. The Deputy Chiefs agreed with those findings.

Analysis of All First Quarter 2021 Use of Force Incidents

- Deputy Chief St Jean and Deputy Chief Aksdal recently conducted additional reviews of all use of force incidents that occurred during the first quarter of 2021.
- There were 15 use of force incidents in the first quarter of 2021. Those incidents were documented in 30 individual use of force reports. (Individual officers are required to document their own use or display of force in a separate use of force report for each

incident. If more than one officer uses or displays force during an incident, there will be more than one report generated to thoroughly document an incident.)

- Dispatched calls for service accounted for 11 (73%) of the 15 uses of force.
- The remaining four (27%) were associated with incidents that were observed by officers.
 - Two of the four incidents started when officers made traffic stops after observing in-progress domestic violence court order violations.
 - One incident occurred when an officer attempted to contact a person who had an active felony arrest warrant.
 - One incident occurred when an officer made a traffic stop for driving under the influence and the driver attempted to drive off when she was told that she was under arrest.
- The race / ethnicity listed for subjects involved in the 15 use of force incidents was:
 - White (12), Black (one), Hispanic (one) and Asian / Pacific Islander (one).
- A show of force (only) safely resolved six (40%) of the incidents (the display of a Taser, less lethal munitions launcher or firearm only). In these incidents, no other use of force was applied.
- The remaining nine (60%) use of force incidents involved one or more applications of a force technique.
- Injuries to subjects were observed or reported in two (13%) of the incidents. There were no observed injuries or complaints of pain in the remaining 13 (87%) of incidents.

The following list depicts this written summary:

UOF 1st Quarter of 2021
15
Total UOF Reports for the 39 Incidents
30
UOF Associated with Dispatched CFS
11 total or 73%
UOF Associated with Officer On-view
4 total or 27%
UOF Reports Found to Have Policy Violations or Training Issues
2 (training issues)
Racial Breakdown of 39 UOF Incidents
Black = 1
Hispanic = 1
White =12
Asian / Pacific Islander = 1
Incidents Resolved by Weapon Display Only
6 total or 40%
Incidents Involving an Application of Force
9 total or 60%
Incidents Involving a Taser Discharge
0 total or 0%
Incidents Involving a Firearm Discharge

0 total or 0%
Incidents Involving a Less Lethal Launcher Discharge
0 total or 0%
Incidents Involving Injuries to Suspects Observed or Reported
2 total or 13%
Nature of Injuries
Fatality = 0
Transitory Red Marks = 1
Scrapes or Abrasions = 0
Laceration =1
Complaint of Pain with No Observable Injury = 0
Incidents Involving No Injuries to Suspects Observed or Reported
13 total or 87%

All 15 use of force incidents have previously been reviewed by at least a Sergeant or Corporal and their Lieutenant following the procedures previously discussed in this memo. One of the incidents was assigned for additional review by a training cadre. After reviewing the event, the cadre head agreed that the incident was within policy but recommended remedial training for two officers because their tactics were not consistent with current training and best practices. That training will be scheduled and conducted by the training cadre. After the training is complete, it will be documented in the use of force tracking system. The Deputy Chiefs agreed with both the finding that the incidents were within policy and with the cadre head's recommendation for remedial training.

During the initial review process, officers were found to have acted within policy in all 15 use of force incidents. The Deputy Chiefs agreed with those findings during their review of the use of force incidents that occurred in the first quarter of 2021.

NEXT STEPS:

The Department recently signed a contract with Police Force Strategies, an outside consultant for use of force analysis and dashboard development. Police Force Strategies has recently reviewed use of force and created dashboards for the King County Sheriff and the Spokane Police Department. All the data from 2018, 2019, 2020 will be provided to the consultant for both analysis and development of an interactive use of force dashboard. Additional data analysis will occur by the consultant, on an annual basis. An overview of this memo and the next steps by Police Force Strategies will be the subject of the special presentation.



KIRKLAND CITY COUNCIL MEETING MINUTES May 18, 2021

1. CALL TO ORDER

Mayor Penny Sweet called the study session to order at 5:30 p.m. and called the regular meeting to order at 7:30 p.m.

2. ROLL CALL

ROLL CALL:

Members Present: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Members Absent: None.

3. STUDY SESSION

a. Resolution R-5434 Update

Beyond Force Founder Anura Shah presented her recommendations for implementing a Community Responder program.

4. HONORS AND PROCLAMATIONS

a. Law Enforcement Appreciation Week Proclamation

Mayor Sweet asked Deputy Mayor Jay Arnold to read the proclamation, which was accepted by Kirkland's longest serving patrol officer, Chuck Pierce.

b. National Foster Care Month Proclamation

Mayor Sweet asked Councilmember Amy Falcone to read the proclamation which was accepted by Friends of Youth CEO Paul Lwali.

c. Older Americans Month Proclamation

Mayor Sweet asked Councilmember Jon Pascal to read the proclamation which was accepted by Senior Council Chair Susan Harris-Huether.

d. Safe Boating Week Proclamation

Mayor Sweet asked Councilmember Toby Nixon to read the proclamation which was accepted by United State Coast Guard Auxiliary Flotilla 2-2 Vessel Examination Officer Dale Vodicka.

5. COMMUNICATIONS

- a. Announcements
- b. Items from the Audience

Katya Allen
David Allen
Lisa McConnell
MJ Carlson
Maria Harwell
William Friend
Debbie Lacy
Shane Woerner
Katie Wilson
Jennifer Jaeger
Lisif Weinrod
Sarah Franklin
Alexei Chachkov
Lilian Toth
Archie Margetson

- c. Petitions

6. PUBLIC HEARINGS

None.

7. SPECIAL PRESENTATIONS

- a. COVID-19 Update

City Manager Kurt Triplett provided information on recent actions related to the COVID-19 response and the recent changes to the Centers for Disease Control and Prevention (CDC) mask recommendations.

- b. Resolution R-5434 Update

City Manager Kurt Triplett provided information on recent actions related to the implementation of Resolution R-5434.

8. CONSENT CALENDAR

- a. Approval of Minutes

(1) April 19, 2021

(2) April 29, 2021

(3) April 29, 2021

(4) May 4, 2021

b. Audit of Accounts

Payroll: \$3,260,587.49
Bills: \$3,113,336.09
Checks #719264-719399
TB0505 Checks #719400-719607
SS505D Wire #336
TB0512 Checks #719608-719741
SS512B Wire #335
SS512B Wire #337

c. General Correspondence

d. Claims

(1) Claims for Damage

A claim received from Justin France was acknowledged via approval of the consent calendar.

e. Award of Bids

f. Acceptance of Public Improvements and Establishing Lien Period

(1) Bridle View Pond Clearing Project – Accept Work

Council accepted the work on the Bridle View Pond Clearing Project, as completed by Accord Contractors of Bellevue, Washington, in the amount of \$71,884.29, thereby establishing the statutory lien period, and authorized the return of approximately \$6,000 to the Surface Water Reserves via approval of the consent calendar.

g. Approval of Agreements

h. Other Items of Business

(1) Bike Everywhere Month Proclamation

The proclamation was acknowledged via approval of the consent calendar.

(2) First Quarter 2021 Police Dashboard

The report was acknowledged via approval of the consent calendar.

(3) First Quarter 2021 Animal Services Program Update

The report was acknowledged via approval of the consent calendar.

(4) Safety Camera Program Update

The report was acknowledged via approval of the consent calendar.

(5) March 2021 Financial Dashboard

The report was acknowledged via approval of the consent calendar.

(6) First Quarter 2021 Investment Report

The report was acknowledged via approval of the consent calendar.

(7) Declaration of Surplus Vehicles and Equipment

The list of equipment/vehicles declared surplus and to be disposed of, as presented, was approved via the consent calendar.

(8) IT Stabilization Implementation Update

The report was acknowledged via approval of the consent calendar.

(9) Kirkland Avenue/Lake Street Intersection – Approve Fiscal Note

Council approved a fiscal note providing \$580,000 for the related infrastructure improvements and \$15,000 for the urban design concept options, which increases the project budget by \$595,000 and is funded with a \$40,000 transfer from the Intelligent Transportation System (TRC1200000) project and a \$555,000 transfer from REET 1 Reserves via approval of the consent calendar.

(10) Resolution R-5478 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND HARMONIZING PROCEDURES APPLICABLE TO THE KIRKLAND CULTURAL ARTS COMMISSION WITH THE CITY COUNCIL'S POLICIES AND PROCEDURES."

The resolution was approved via approval of the consent calendar.

(11) Resolution R-5477 entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL PROPERTY LEASE AND LEASE AGREEMENT TO PROVIDE A TEMPORARY FIRE STATION WHILE STATION 22 IN HOUGHTON AND STATION 26 IN ROSE HILL ARE RENOVATED."

The resolution was approved via approval of the consent calendar.

(12) Procurement Report

The report was acknowledged via approval of the consent calendar.

Motion to Approve the consent calendar.

Moved by Councilmember Jon Pascal, seconded by Councilmember Toby Nixon

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

9. BUSINESS

a. 2021 Board and Commission Interview Selection Committee Recommendation

Committee members reviewed their proposed recommendations for Council consideration.

Motion to Approve the Board and Commission Interview Selection Committee recommendation of applicants to be interviewed and the review of Tourism Development Committee membership.

Moved by Councilmember Amy Falcone, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

b. 2021 State Legislative Update #8

Intergovernmental Relations and Economic Development Manager Lorrie McKay provided an update on legislative activities to date related to the City's adopted 2021 legislative priorities.

c. Summer Action Plan Follow-Up and Recovery Interns

Deputy City Manager of Operations Tracey Dunlap provided an overview of the proposed Summer Action Plan (Phase 1 and 2) and the implementation of a Recovery Intern program and received Council direction. Public Works Director Julie Underwood also responded to Council questions.

Council recessed for a short break.

d. Public Works Staffing Modification

Public Works Director Julie Underwood presented a proposal for converting a number of Public Works temporary positions in the Public Works department to ongoing; staff will return to the June 1, 2021 with a fiscal note.

Motion to Direct staff to prepare materials for the June 15 mid-year budget adjustment increasing the department's total authorized FTEs by 6.5 FTEs. Moved by Councilmember Jon Pascal, seconded by Councilmember Kelli Curtis
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

e. Kirkland Zoning Code Chapter 95 Amendments

Planning and Building Director Adam Weinstein requested Council feedback on a series of questions to determine direction for a June 15 meeting presentation on proposed amendments to Kirkland Zoning Code Chapter 95. Deputy Director Jeremy McMahan and Urban Forester Deb Powers also responded to Council questions.

10. REPORTS

a. City Council Regional and Committee Reports

Councilmembers shared information regarding an upcoming Elected Officials work session with King County; a King County Regional Transit Committee meeting; a South Rose Hill/Bridle Trails Neighborhood Association meeting; a Stay Housed Stay Healthy event; an upcoming vaccination clinic on May 22 and 23 sponsored by the Lake Washington School District at the Kirkland high schools; an upcoming Lake Washington School District/City Coordination meeting; Councilmembers requested and received support to invite the Lake Washington School District School Board to a future study session to discuss the issue of School Resource Officers; an Eastside Transportation Partnership meeting; an upcoming Water Resource Inventory Area (WRIA) 8 Salmon Recovery Council meeting; Affordable Housing Week events; the Greater Kirkland Chamber of Commerce business luncheon; and a North Rose Hill Neighborhood Association meeting.

b. City Manager Reports

City Manager Kurt Triplett received support for his recommendation to not move forward with a Lake Washington Boulevard Pedestrian Pilot in 2021 but to instead get a baseline assessment of current use and then return in June with a funding recommendation for a study and further recommendations and options for 2022.

Motion to Direct the City Manager to bring forward a Legislative Request Memorandum exploring various process options for the School Resource Officers. Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Amy Falcone
Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

Motion to Direct the City Manager to bring forward a Legislative Request Memorandum regarding regulations in connection with street busking and street performers.

Moved by Councilmember Toby Nixon, seconded by Councilmember Kelli Curtis

Vote: Motion carried 7-0

Yes: Deputy Mayor Jay Arnold, Councilmember Neal Black, Councilmember Kelli Curtis, Councilmember Amy Falcone, Councilmember Toby Nixon, Councilmember Jon Pascal, and Mayor Penny Sweet.

(1) Calendar Update

11. ITEMS FROM THE AUDIENCE

None.

12. EXECUTIVE SESSION

None.

13. ADJOURNMENT

The Kirkland City Council regular meeting of May 18, 2021 was adjourned at 10:47 p.m.

Kathi Anderson, City Clerk

Penny Sweet, Mayor



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Kathi Anderson, City Clerk
Date: May 7, 2021
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) Johnson, Ashley C.
22433 NE Market Place Drive, #J3069
Redmond, WA 98053

Amount: Undetermined

Nature of Claim: Claimant states damage occurred to their vehicle when a City vehicle backed into it on Lake Washington Boulevard at Houghton Beach Park.

- (2) Ferstl, Kurt
3941 East Elmwood St.
Mesa, AZ 85205

Amount: \$27,434.29

Nature of Claim: Claimant states damage occurred to their property at 1020 2nd Street resulting from a broken water main.

- (3) Pak, Jae
3532 216 PL. SE
Bothell, WA 98021

Amount: \$2,286.65

Nature of Claim: Claimant states damage occurred to their property at 10925 NE 66th Place resulting from adjacent City trees falling onto their fencing after being struck by a Waste Management truck.

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



CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Kathi Anderson, City Clerk
Michael Olson, Director of Finance and Administration

Date: May 20, 2021

Subject: Annual Review of Tourism Development Committee Membership

RECOMMENDATION:

That the City Council re-appoint the current membership of the Tourism Development Committee (TDC) to terms ending March 31, 2022. By approving the consent calendar, the reappointment becomes effective June 1, 2021.

The current members are:

Representing businesses required to collect lodging tax (3 seats)

Jac Cooper, Controller, Woodmark Hotel

Skye Branson, General Manager, Courtyard Marriott (appointed on May 24, 2021 to a one-year term)
(One vacancy still exists)

Representing businesses involved in activities authorized to receive Lodging Tax revenue (3 seats)

Lori Goldfarb, President, World Class Corporate Events, Inc.

Jeff Lockhart, Executive Director, Kirkland Performance Center

Phil Megenhardt, President, Bold Hat Productions

BACKGROUND DISCUSSION:

The City Council accepted the recommendation of the interview selection committee to not re-interview the current membership of the TDC at Council's May 18, 2021 meeting. Ordinance 3798, which created the Tourism Development Committee, establishes the membership and requires the City Council to review the membership annually. The purpose of the Tourism Development Committee is to perform the functions described in RCW 67.28.1817 and KMC Chapter 5.19 (revised under Ordinance 0-4588), 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 TDC is comprised of seven voting members appointed annually by the City Council, of which one shall be a city councilmember, three members shall be representatives of businesses required to collect tax under this chapter (hotels/motels) and three members shall be persons involved in activities authorized to be funded by, or that benefit from the expenditure of, revenue from the lodging tax fund.



CITY OF KIRKLAND

Department of Finance & Administration

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MEMORANDUM

To: Kurt Triplett, City Manager

From: Michael Olson, Director of Finance & Administration
George Dugdale, Financial Planning Manager
Kevin Lowe Pelstring, Budget Analyst

Date: May 17, 2021

Subject: April 2021 Sales Tax Revenue

Background

The Financial Planning Division prepares a monthly sales tax revenue memo analyzing monthly and year-to-date activity by business sector, forecasting sales tax revenue in the current year, and tracking key economic indicators to provide additional context for the state of the economy. The general retail sales tax is the City's largest single revenue source after Property Tax, accounting for 18 percent of total budgeted revenues in the General Fund and, along with property and utility taxes, funding public safety and other general government (i.e., non-utility) services. It is also more sensitive to economic cycles than other tax revenues. Accordingly, it is monitored closely by staff—even more so given the economic disruption and uncertainty caused by COVID-19.

There is a two-month lag between when sales tax is generated and when it is distributed to the City by the Washington State Department of Revenue (DOR). Therefore, April sales tax revenue relates to February retail activity in Kirkland.

April 2021 vs. April 2020

Business Sector Group	April		Dollar Change	Percent Change	Percent of Total	
	2020	2021			2020	2021
Services	233,485	315,772	82,287	35.2%	13.9%	15.4%
Contracting	481,137	528,303	47,166	9.8%	28.6%	25.7%
Communications	38,464	37,764	(700)	-1.8%	2.3%	1.8%
Retail:						
Auto/Gas Retail	252,122	367,829	115,707	45.9%	15.0%	17.9%
Gen Merch/Misc Retail	191,275	221,749	30,474	15.9%	11.4%	10.8%
Retail Eating/Drinking	82,108	110,050	27,942	34.0%	4.9%	5.4%
Other Retail	238,056	269,363	31,307	13.2%	14.1%	13.1%
Wholesale	79,719	89,253	9,534	12.0%	4.7%	4.3%
Miscellaneous	87,587	114,373	26,786	30.6%	5.2%	5.6%
Total	1,683,953	2,054,456	370,503	22.0%	100%	100%

Comparing April 2021 to April 2020, sales tax revenue is up \$370,503, or 22.0 percent. As this period covers activity from February to February, the 2020 amount was prior to the full impact of the COVID-19 pandemic being felt on the economy in Kirkland. Therefore, this increase is mostly unrelated to the initial shock of

COVID-19 on sales tax, though some early reports of local cases may have affected retail activity in some sectors (e.g., Retail Eating/Drinking, which fell notably in February 2020).

Significant growth occurred in Auto/Gas Retail (up \$115,707 or 45.9 percent), Services (up \$82,287 or 35.2 percent), Gen Merch/Misc Retail (up \$30,474 or 15.9 percent), Retail Eating/Drinking (up \$27,942 or 34.0 percent), and Miscellaneous (up 26,786 or 30.6 percent). A negligible decline occurred in Communications (down \$700 or 1.8 percent).

Within the Auto/Gas Retail sector, the Motor Vehicle category is up \$115,114 or 47.7 percent compared to the same period in 2020, reflecting strong car sales, although YTD increases are more modest and are only up 6.9 percent.

YTD 2021 vs. YTD 2020

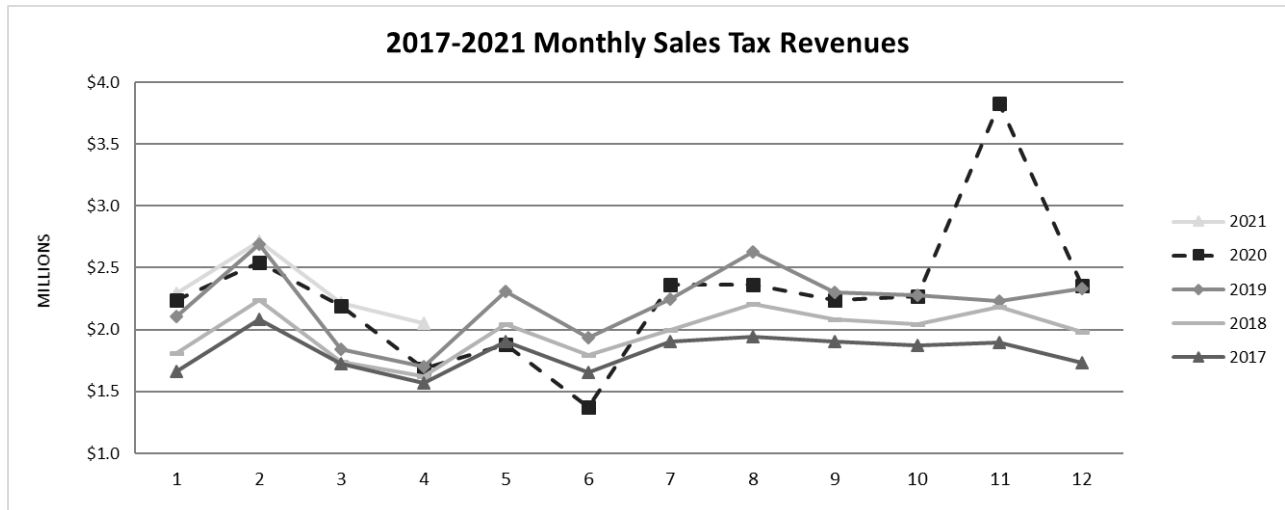
Business Sector Group	YTD		Dollar Change	Percent Change	Percent of Total	
	2020	2021			2020	2021
Services	1,418,869	1,369,448	(49,421)	-3.5%	16.4%	14.8%
Contracting	2,100,261	2,380,907	280,646	13.4%	24.3%	25.6%
Communications	176,248	159,101	(17,147)	-9.7%	2.0%	1.7%
Retail:						
Auto/Gas Retail	1,550,280	1,652,458	102,178	6.6%	17.9%	17.8%
Gen Merch/Misc Retail	956,141	1,097,510	141,369	14.8%	11.0%	11.8%
Retail Eating/Drinking	539,570	445,206	(94,364)	-17.5%	6.2%	4.8%
Other Retail	1,121,363	1,284,091	162,728	14.5%	13.0%	13.8%
Wholesale	353,345	413,313	59,968	17.0%	4.1%	4.5%
Miscellaneous	440,225	480,798	40,573	9.2%	5.1%	5.2%
Total	8,656,303	9,282,832	626,529	7.2%	100%	100%

Comparing 2021 to 2020, year-to-date (YTD) sales tax revenue is up \$626,529, or 7.2 percent. However, this includes a \$238,456 taxpayer remittance error, which overstated Services retail activity in January 2020 (resulting in higher distributions to the City in March 2020) and was later adjusted in June 2020 by the Washington Department of Revenue (DOR). **Excluding the March 2020 remittance error in the Services sector, YTD sales tax revenue is up \$864,985 (10.3 percent) overall** and YTD Services sector is up \$189,035 (16.0 percent).

Looking at business sectors, the most significant growth has occurred in Contracting (up \$280,646 or 13.4 percent), Other Retail (up \$162,728 or 14.5 percent), Gen Merch/Misc Retail (up \$141,369 or 14.8 percent), and Wholesale (up \$59,968 or 17.0 percent). The growth in Other Retail has been led by the Sporting Goods, Non-store Retailers, Electronics, and Building & Garden sub-sectors.

Noteworthy declines occurred in Retail Eating/Drinking (down \$94,364, or 17.5 percent), and Communications (down \$17,147, or 9.7 percent). Retail Eating/Drinking is down due to the Governor's stay-at-home order, which was in effect from November 17th through January 4th, 2021, as well as social distancing requirements, which have limited the number of customers that can be served throughout 2021 YTD period. This report shows February 2021 retail activity which is the first full month following the Governor's 'Roadmap to Recovery' phased reopening plan in which King County moved from Phase 1 to Phase 2 on January 29th.

The chart below shows Kirkland's monthly sales tax revenue through April 2021 compared to the prior four years.



Key Economic Indicators

Information about wider trends in the economy provides a mechanism to help understand current results in Kirkland and to predict future performance. The combination of consumer confidence, unemployment levels, housing data, inflation, and auto sales provides a broader economic context for key factors in sales tax revenues. Since the sales tax figures reported above are from two months prior, some of the figures in the table below can function as leading indicators for where sales taxes may go in future reports.

Indicator	Most Recent Month of Data	Unit	Month			Yearly Average	
			Previous	Current	Change	2020	2021
Consumer Confidence							
Consumer Confidence Index	April	Index	109.0	121.7	12.7	101.0	102.5
Unemployment Rate							
National	April	%	6.0	6.1	0.1	8.1	6.2
Washington State	February	%	6.8	6.4	(0.4)	8.4	6.6
King County	February	%	6.3	5.4	(0.9)	7.6	5.9
Kirkland	February	%	5.3	4.4	(0.9)	6.2	4.9
Housing							
New House Permits (WA)	February	Thousands	66.7	70.9	4.2	44.6	68.8
Case-Shiller Seattle Area Home Prices	February	Index	292.9	300.0	7.0	273.8	296.4
Inflation (CPI-W)							
National	April	% Change	3.0	4.7	1.7	1.2	2.8
Seattle	April	% Change	1.7	3.7	2.0	1.9	2.7
Car Sales							
New Vehicle Registrations	March	Thousands	24.5	24.0	(0.5)	19.4	23.5

The **Consumer Confidence Index** continued to surge from 109.0 in March to 121.7 in April, a 12.7-point jump reflecting positive consumer confidence with expanding vaccine access and individual federal stimulus payments from the American Recovery Plan Act (ARPA).

The national **Unemployment Rate** increased slightly from 6.0 percent in March to 6.1 percent in April and the Washington State unemployment rate decreased slightly from 6.8 percent in January to 6.4 percent in February, after hitting a high of 16.1 percent in April 2020. King County's unemployment rate decreased from 6.3 percent in January to 5.4 percent in February, and Kirkland's unemployment rate decreased from 5.3 percent in January to 4.4 percent in February.

New Housing Permits in Washington State have continued to increase, climbing from 49,400 in December, to 70,900 in February (up 43.5 percent over those months), well exceeding the 2020 average of 44,600, as the housing inventory in Puget Sound region remains low. The **Case-Shiller Home Price Index** saw an increase of 7.0 points in February to 300.0, well above January 2020 index of 256.16, reflecting a continually strong local housing market despite the pandemic.

Inflation, as measured by the CPI-W, in the U.S. increased in April to 4.7 percent from 3.0 percent in March. For the Seattle-Tacoma-Bellevue region, the CPI-W increased from 1.7 percent in February to 3.7 percent in April. The CPI-W is reported as the percentage change over the last 12 months so inflation will likely remain higher in 2021 as a result of falling prices in 2020 during the impacts of the first wave of COVID-19 on the national and regional economy. Additionally, the effects of recent federal stimulus and reopening of retail activity as vaccines become widely administered may contribute to further inflation.

New Vehicle Registrations in Washington State increased sharply from 21,900 in January to 24,500 in February and decreased slightly to 24,000 in March. The 2021 average remains 4,100 above the 2020 average.



CITY OF KIRKLAND

Department of Finance & Administration

123 Fifth Avenue, Kirkland, WA 98033 425.587.3100

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Jay Gewin, Purchasing Agent

Date: May 18, 2021

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF June 1, 2021.

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 May 6, 2021 are as follows:

	Project/Purchase	Process	Estimate/Price	Status
1.	Police use of force dashboard	Direct Hire*	\$55,580.00	Contract awarded to Police Strategies LLC of Bainbridge Island, WA.
2.	124 th Ave NE Roadway Widening	Sole Source*	\$163,495.00	Contract awarded to Perteet, Inc. of Everett, WA based on Sole Source Agreement with WSDOT

*See attached waiver of the competitive process



CITY OF KIRKLAND
Police Department
11750 NE 118th Street
Kirkland, WA 98034-7114 • 425.587.3400
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Cherie Harris, Chief of Police
Melissa Petrichor, Administrative Commander

Date: March 5, 2021

Subject: REQUEST FOR WAIVER OF COMPETITIVE BIDDING – POLICE STRATEGIES
Police Force Analysis System and Police Force Analysis Network

RECOMMENDATION:

Staff recommends the waiver of a competitive process for the contractual agreement with Police Strategies, LLC. for a Kirkland Police Force Analysis System (PFAS) and a Kirkland Police Force Analysis Network (PFAN).

BACKGROUND DISCUSSION:

In August 2020, the Kirkland City Council adopted Resolution 5434, approving the framework for Kirkland to become a safe, inclusive, and welcoming community through actions to improve the safety and respect of black people in Kirkland and end structural racism by partnering with those most affected.

Resolution 5434 incorporated the following elements directly related to police use of force:

Section 1 (a) Developing a police "use of force" public dashboard.

Section 2 (b) **Contracting for third party policy use of force review and use of force data evaluation and analysis.**

SUPPORTING INFORMATION:

After extensive research, Police Strategies, LLC. was identified as the only vendor offering a comprehensive solution that addresses Resolution 5434 elements related to the police use of force data evaluation and analysis and provides an extensive use of force dashboard. The Police Force Analysis System (PFAS) and Police Force Analysis Network (PFAN) provided by Police Strategies offers a thorough review of each use of force case and individual officer report culminating with the development of interactive dashboards for both internal departmental use and public facing.

The Police Strategies' analysis system can provide an exclusive set of deliverables for the following reasons:

- They have developed a partnership with the Department's current use of force software management system, IAPro, to extract all use of force data, including full incident reports with officer narratives.
- They use a proprietary coding process and analytical system that analyses the use of force data using legal algorithms based on Federal Law and the Graham v Connor standard.
- They produce a use of force comparative dashboard using use of force data they have collected from more than ninety agencies.
- They use a standardized approach to analyzing use of force data rather than customizing the process based on the individual department.

It should be noted, Police Strategies does not provide *use of force policy review*, only use of force data evaluation and analysis with a comprehensive dashboard.

COST

The total cost for a three-year professional service contract would be approximately \$55,000. These services include:

- Initial review of the Department's use of force data.
- Development of interactive dashboards for the prior three years (2018 – 2020) for \$35,000.
- Two additional years for \$20,000 (2021 and 2022), including a yearly review and update of existing dashboards.

KMC 3.85.210 provides that the competitive process may be waived by the City Manager when the purchase is legitimately limited to a single source of supply. However, for purchases costing more than \$50,000, the purchase must be reported to the City Council. If this request is approved, this memo and the supporting documents will be included in the next Procurement Activities Report to the Council.

☒ Request Approved

☐ Request Denied


Kurt Triplett, City Manager

3/5/21
Date

Request for Sole Source Consultant Services

Checklist for Submitting a Request for Sole Source Consulting Services

**(Adapted in part from a WSDOT Memorandum:
Request for Consultant Services, A&E Services Project Specific Sole Source)**

The following checklist must be provided with requests to use sole source consultant services, rather than competitive bid procedures, on a project:

Agency: City of Kirkland

Date: February 3, 2021

Project Title: 124th Ave. N.E. Roadway Improvements (North Section) Federal-Aid Number: STPUL-2053(002)

I. Checklist for a Supplement to an Existing Agreement

Description of the Existing Project:

Initials	Date or N/A	Checklist Items for a Supplement to an Existing Agreement
ME	10/02/2017	Date the project was originally advertised.
ME	04/06/2018	Date the original Agreement was executed.
ME	09/07/2019	Completion date of the original Agreement.
ME	N/A	Total dollar amount of the original Agreement \$1,240,788.00.
ME	04/23/2019	Date Supplemental Agreement Number 1 was executed.
ME	12/31/2020	Completion date of Supplemental Agreement Number 1.
ME	N/A	Total dollar amount of Supplemental Agreement Number 1. \$0.00
ME	N/A	Describe the reason(s) for Supplemental Agreement Number 1. No cost time extension.
ME	8/28/2019	Date Supplemental Agreement Number 2 was executed.
ME	12/31/2020	Completion date of Supplemental Agreement Number 2.
ME	N/A	Total dollar amount of Supplemental Agreement Number 2. \$291,877.00
ME	N/A	Describe the reason(s) for Supplemental Agreement Number 2. To provide additional right of way services.

(Note: Using an electronic form of this checklist, provide the above information for each existing Supplemental Agreement, numbering the Supplements sequentially.)

2. Checklist for Both a New Agreement and Supplement to an Existing Agreement

Initials	Date or N/A	Checklist Items – New and Supplements to Agreements
ME	N/A	Describe the proposed project for the Sole Source Agreement: Project will widen 124th Ave NE, from NE 124th Street to NE 116th Street. It includes widening the roadway from three lanes to five lanes; two travel lanes in each direction and a two-way center turn lane. The Project will include the reconstruction of sidewalks, transit stops, extension of bicycle lanes and improved amenities for pedestrians.
ME	N/A	State the specific intended purpose of the Agreement and describe the services and/or deliverables that are needed: (<i>Note: If two or more phases of work are anticipated, describe each phase separately.</i>) Design phase intended purpose is to prepare a bid package for the roadway widening improvements. Elements of the design will include the details and plans for the roadway and intersection improvements, pedestrian amenity improvements, urban design, landscaping, public outreach, right-of-way acquisition, environmental permitting and documentation, and traffic modeling. Optional design support during construction may be included in a separate phase. Design phase deliverables include Project Management and Coordination, Utility Coordination, – Environmental Documentation and Permitting, Community Engagement, 30%-60%-90%-Final-Ad Ready Plans Specs and Estimates. Right of way phase intended purpose is to provide additional right of way services. Deliverables include updated surveying and basemaps, ESA reports, negotiation services, determination of property values in accordance with M36-63 and M26-01, Final Right-of-Way Plans for submittal to WSDOT, Revised True Cost Estimate for submittal to WSDOT
ME	02/15/2021	Date that the sole source consulting services are desired. 02/15/2021 or earlier
ME	N/A	Duration of work/phase 1 of work Duration of design phase is 16 months; Duration of right of way phase is 16 months (<i>Repeat this line for each phase of work, numbering them sequentially.</i>) Describe the funding sources of the project (including participation percentages): Federal aid participation is 86.5% Agency participation is 13.5%
ME	N/A	Provide the estimated cost of the services that will be performed by the sole source consultant": \$193,080.56 (This includes subconsultant services.) The estimated cost for services performed by the prime consultant is \$45,000.00
ME	N/A	Provide the estimated cost of services to be provided by a subconsultant: \$148,080.56
ME	N/A	Describe the work to be performed by a subconsultant: Land surveying, right of way plan preparation, right of way negotiation, geotechnical services
ME	N/A	Provide justification for the use of sole source consultant services (i.e., how it was determined that competitive procurement is not appropriate for this project) by giving an explanation to the items listed below:

Initials	Date or N/A	Checklist Items – New and Supplements to Agreements
		<p>The original agreement and its supporting two supplemental agreements expired due to the Agency's administrative and internal routing process. The Agency and Consultant confirmed and agreed upon a no cost time extension 3 weeks prior to the original agreement expiring with the Consultant signing the supplemental agreement extending the duration for performance. The agency a began its process for execution 3 weeks prior to it expiring but the supplement was officially signed and executed until after the original agreement had already expired.</p> <p>Justification for sole source is because the competitive process has already been completed and the consultant selection was made for STPUL-2053(002) per LAG Chapter 31 for engineering design and right of way services selecting Periteet for the original agreement. The justification for sole source consultant services is a consultant selection was already made for engineering and right of way services for this project. The Consultant has vast project knowledge after all the work that was completed under the original agreement and doing another competitive process would not identify another Consultant with more qualifications in respect to the completion of this project.</p>
ME	N/A	<p>Describe the unique nature of the services and/or the unique qualifications, abilities or expertise of the consultant to meet the agency's needs (e.g., describe how they are highly specialized or one-of-a-kind, include other factors which may be considered, such as what is their past performance, cost effectiveness [learning curve], and /or the follow-up nature of the required services):</p> <p>The unique nature of services provided by the proposed sole source consultant team is that they have already been selected to perform this work related to the project. To date, the consultant has already submitted 90% design plans, specifications, and estimate and helped assist the Agency with right of way negotiations having begun on 14 out of 14 parcels required. They have knowledge of the project having already prepared plans up to 90% and preparing all of the right of way documentation needed thus far. Any other Consultant would take a substantial amount of time to understand the current phase of the project and complete the small amount of work remaining.</p>
ME	N/A	<p>Describe other special circumstances which may be relevant, such as confidential investigations, copyright restrictions or time constraints. If time constraints are applicable, identify when the agency was on notice of the need for the services and the entity that imposed the constraints, explain the authority (if not obvious) of the entity to impose them, and provide the timelines within which the work must be accomplished.</p> <p>N/A</p>
ME	N/A	<p>Describe the availability of consultants in the location required (e.g., if the proposed consultant is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected):</p> <p>Does not apply, there are plenty of consultants in the area.</p>
ME	N/A	<p>Disadvantaged Business Enterprise (DBE) goals may apply on a federally funded project. Explain reason(s) for waiving DBE participation goals:</p> <p>Not applicable. Agency is not requesting to waive DBE participation goals.</p>

Agency


Signature of Agency Official

2/8/2021
Date

Recommended Approval

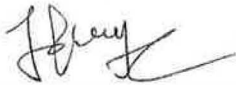


Digitally signed by Mehrdad
Moini, PE
Date: 2021.03.08 10:43:18 -08'00'

Region Local Programs Engineer

Date

Approval



Digitally signed by John Ho,
PE
Date: 2021.03.09 12:01:57
-08'00'

Local Programs

Date



CITY OF KIRKLAND
Department of Parks & Community Services
123 Fifth Ave, Kirkland, WA 98033 • 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director of Parks and Community Services
John Lloyd, Deputy Director of Parks and Community Services

Date: June 1, 2021

Subject: Proposed Donation of Artwork for Juanita Beach Park

RECOMMENDATION

That the City Council adopt a resolution to accept the donation of artwork from Ms. Karen Lightfeldt for Juanita Beach Park.

BACKGROUND DISCUSSION

In the fall of 2020, as construction at Juanita Beach Park was nearing completion, Ms. Karen Lightfeldt contacted staff seeking to donate an interactive Wind Sculpture called the Glassinator to the playground area at Juanita Beach park (**Exhibit A**). Ms. Lightfeldt has expressed her desire to place the artwork near the playground so children can enjoy watching the sculpture move in the wind while playing on the playground. As a member of The Friends of Juanita Beach Park, Ms. Lightfeldt initiated fundraising efforts to replace the playground at Juanita Beach Park as a part of the bathhouse project. Ultimately, City Council allocated additional funding to the project to include the playground.

The proposed artwork is designed by Seattle artist Andrew Carson and consists of a stainless-steel pole topped by many pieces of glass that catch the light as it moves in opposite directions with the wind. He has works installed in all 50 states and all over the world, including a similar piece at Carillon Point (**Exhibit B**) and another piece on loan to the City located in Marsh Park. See galleryofmodernmasters.com/artist/Andrew-Carson for additional information about the artist.

Due to the COVID-19 pandemic, Park Board was not meeting at the time of the original request. Initially, the plan was to present the donation to both the Park Board and the Kirkland Cultural Arts Commission (KCAC) in a joint meeting in February. Unfortunately, due to a scheduling mix up this did not occur. The presentation was rescheduled for the March 10th Park Board meeting. Shortly before the meeting, several Board members indicated they would not be in attendance, resulting in a lack of quorum. Staff made the decision to cancel the meeting and reschedule for a later date. Ultimately, Ms. Lightfeldt and the artist presented their vision for the donation to Park Board at their meeting on March 31, 2021. The presentation discussed the

proposed location, size, height, and materials, the piece's durability, and ongoing maintenance/cleaning needs of the artwork. The artist highlighted the fact that similar pieces have been installed in many public spaces throughout the country with little to no reported damage or vandalism. Staff noted that the art located in Marsh Park has had components bent at least two times over the past 10 years. As an alternative to glass, the artist proposed the possibility of using copper bowls for the upper part of the sculpture. The Park Board was very appreciative of the donation but sought more feedback before making a final recommendation. Specific concerns mentioned by the Park Board included placement of the artwork, overall durability/materials of the artwork, and how the piece would fit in with the park and the City's full collection of art. The Park Board asked staff to further analyze these issues and to seek feedback from the Kirkland Cultural Arts Commission before bringing the issues back to Park Board for further discussion.

Following the Park Board meeting, Parks and Community Services (PCS) staff discussed the potential locations for the artwork, addressing the concerns identified by the Park Board in preparation for the KCAC meeting. Due to safety concerns, possible vandalism, and loss of open space within the park, staff recommend placement of the artwork in a location with less foot traffic. Specifically, staff were concerned about the potential for broken glass to end up in the playground area.

Staff presented and discussed the proposed donation at the April 28, 2021 [KCAC meeting](#) to address Park Board's concerns. KCAC members agreed that the donor's proposed location was problematic and supported the staff's recommendation to move the artwork further away from the playground. It would allow the art to be placed in a visible location to alleviate some concern about vandalism and loss of open space. They agreed that glass could be a target for vandalism, but noted that glass can be very durable, depending on the design. They suggested exploring using a mix of copper and glass, with the copper on the outside of the glass. Finally, the KCAC had no concerns about the fit with the City's overall art collection. They thought it was a good fit for the park and appreciated the kinetic design that moves in the wind. If the location and materials could be addressed, the KCAC would recommend accepting the donation.

Staff met with Ms. Lightfeldt to discuss Park Board and KCAC feedback about the location and possible mix of copper and glass. She was open to alternate locations within the park but was not interested in the use of copper or other materials in place of the glass. Staff met with Ms. Lightfeldt on site to discuss potential locations within the park that would be acceptable. The location identified, which is agreeable to PCS staff and Ms. Lightfeldt is along the promenade, south of the playground. This location is shown in **Exhibit C**.

Staff planned to seek a formal recommendation from Park Board at their meeting on May 12, 2021. Unfortunately, there were not enough members present to have quorum and the Board could not take formal action. Rather than delay the process any further, staff recommend City Council accept this donation without Park Board's recommendation. Based on initial feedback from Park Board, staff believe they would have recommended the City accept the donation at a mutually agreeable location.

Attachment 1 includes a resolution authorizing the City Manager to sign the Donation Agreement attached to the agreement as **Attachment 2**.

Exhibit A – Glassinator Art Image

Exhibit B – Carson Artwork Installed at Carillon Point

Exhibit C – Proposed Location of Artwork

Attachment 1 – Resolution Accepting Donation

Attachment 2 – Donation Agreement

Exhibit A – Glassinator Art Image



Exhibit B – Carson Artwork Installed at Carillon Point

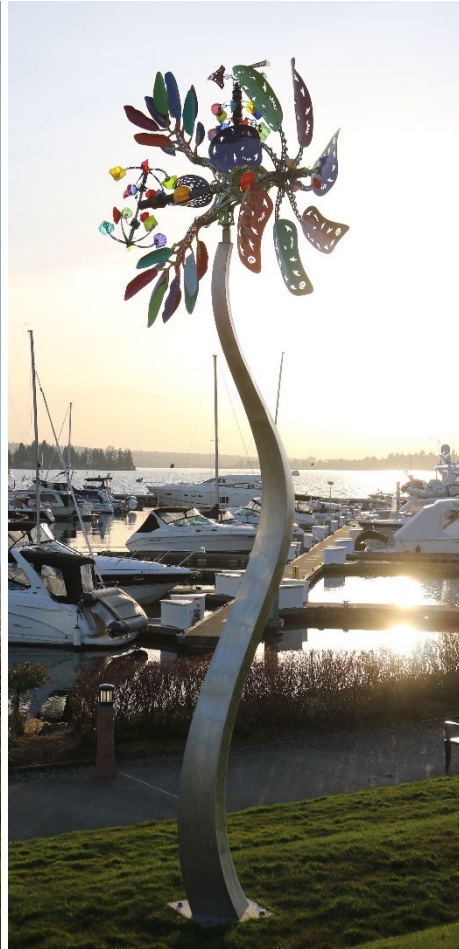


Exhibit C – Proposed Location of Artwork

Aerial View of Proposed Location



Ground Level View of Proposed Location



RESOLUTION R-5479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ACCEPTING THE DONATION OF ARTWORK ENTITLED "THE GLASSINATOR" FROM KIRKLAND RESIDENT KAREN LIGHTFELDT TO BE PLACED AT JUANITA BEACH PARK.

1 WHEREAS, Karen Lightfeldt is an avid supporter of Juanita
2 Beach Park and advocated for the upgraded accessible-to-all
3 playground installed in the park; and

4
5 WHEREAS, Karen Lightfeldt desires to donate artwork
6 designed by Seattle artist Andrew Carson entitled "The
7 Glassinator" to the City of Kirkland for the enjoyment of all; and

8
9 WHEREAS, this donation of kinetic art will enhance the park
10 by adding an element of whimsy and entertainment for all park
11 users; and

12
13 WHEREAS, the Park Board discussed the artwork donation
14 at their March 31, 2021 meeting and recommended evaluation of
15 the materials and location of the artwork by Parks Department
16 staff and the Kirkland Cultural Arts Commission; and

17
18 WHEREAS, the Kirkland Cultural Arts Commission reviewed
19 the proposed donation on April 28, 2021 and found the art to be
20 a strong addition to Kirkland's public art collection and
21 recommended accepting the donation if the artwork materials and
22 location were addressed; and

23
24 WHEREAS, the artwork will be placed for public enjoyment
25 along the promenade south of the playground, with the artwork
26 location and the materials agreed to by the Parks and Community
27 Services Department and Karen Lightfeldt; and

28
29 WHEREAS, the City Council desires to accept the donation
30 of the artwork on behalf of the City of Kirkland.

31
32 NOW, THEREFORE, be it resolved by the City Council of the
33 City of Kirkland as follows:

34
35 Section 1. The City Manager is hereby authorized and
36 directed to execute an Agreement substantially similar to that
37 attached hereto as **Attachment 2**, providing for the acceptance
38 by the City of Kirkland of the artwork as a donation from Karen
39 Lightfeldt.

40 Passed by majority vote of the Kirkland City Council in open
41 meeting this ____ day of _____, 2021.
42
43

44
45 Signed in authentication thereof this ____ day of _____,
46 2021.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

Attachment 2
DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into as of the ____ day of _____, 2021, by and between Karen Lightfeldt, whose address is _____ ("Donor"), and the City of Kirkland, whose address is 123 5th Avenue, Kirkland Washington 98033 ("the City").

Whereas, Donor desires to donate artwork designed by Seattle artist Andrew Carson entitled "The Glassinator" to the City based upon certain conditions contained in this Agreement; and

Whereas, the City desires to accept the donation from Donor and comply with the conditions contained herein;

NOW, THEREFORE, the parties hereby agree as follows:

1. Artwork Description: The artwork ("artwork") which is the subject of this Agreement is entitled "The Glassinator" designed by Andrew Carson.
2. Declaration of Gift: As of the date hereof, Donor hereby gives and delivers to the City the artwork, subject to the conditions contained in Section 4 below.
3. Acceptance of Gift: The City agrees to accept this donation, under the terms and conditions of this Agreement. Donor and the City agree that the City shall become the owner of the artwork upon full execution of this Agreement. Donor relinquishes any claim of ownership of the artwork.
4. Conditions of Gift: The gift of the artwork is conditioned upon and shall be used by City in compliance with the following provisions:
 - a. Location - The artwork shall be located at Juanita Beach Park, at 9703 NE Juanita Drive, Kirkland 98034. In the event of changed circumstances the City reserves the right, on reasonable grounds, to remove or relocate the artwork described in this Agreement.
 - b. Maintenance – The City shall maintain the artwork, at its sole expense, in a manner similar to other artwork owned by the City and will coordinate all maintenance and repairs. Determining what constitutes a reasonable repair is at the sole discretion of the City and the City is not obligated to repair or replace the artwork if the artwork is damaged beyond repair, which will be determined by the City. The City shall also maintain the area surrounding the artwork in good and clean condition. Donor shall provide the City with written instructions as to the proper maintenance of the artwork.
 - c. Identification - The artwork may be tastefully and appropriately labeled and

identified as mutually agreed upon by the parties. The City shall bear the cost of such labelling and identification. In the event of changed circumstances the City reserves the right, on reasonable grounds, to remove or relocate any of the identification described in this Agreement.

- d. Installation – The City shall be responsible for the cost of and coordination of the installation of the artwork in the park.
5. Other Considerations. By accepting this donation, the City does not confer any special privileges not expressly contained within this Agreement to Donor as it relates to the artwork, the Park, or other Park asset. The City shall maintain the ability to terminate this agreement if there is potential harm to City interests, as determined by the City Manager through consultation with the City Council.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement.

DONOR

By: _____
Its: _____
Date: _____

CITY OF KIRKLAND

By: _____
Its: _____
Date: _____



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

MEMORANDUM

To: Kurt Triplett, City Manager
From: Tracey Dunlap, Deputy City Manager
Date: May 20, 2021
Subject: PARK IMPACT FEE POLICY DISCUSSION

RECOMMENDATION:

City Council continues the policy discussion of Park Impact Fees that began on April 6, 2021 and provides staff direction on policy issues to allow an ordinance to be drafted for Council consideration at a subsequent meeting. No action is requested on June 1.

BACKGROUND DISCUSSION:

Council received a briefing on the results of the Fire Impact Fee study at the April 6, 2021 City Council meeting. The rate study report prepared by the City's consultant FCS Group (Attachment A) contains the underlying calculations for the proposed maximum amount for the Park Impact Fee starting on page 11 of the attachment.

As a reminder, in 2015 as part of the Kirkland 2035 efforts, staff updated the Park impact fees charged to new development, which incorporated the updated Comprehensive plan and related master plans. That study resulted in significant changes in the approach used in setting those fees. The methodology for Park impact fees was changed to assess new development a fee based on the replacement value of the existing overall park system, divided by population to determine the park value per person (investment per capita). These fees are collected from residential development only. While the Council at the time considered adding an impact fee for commercial (i.e. non-residential) development, that decision was deferred to a future update. For reference, the detailed rate studies from 2015 are available at the link below: https://www.kirklandwa.gov/Assets/City+Council/Council+Packets/091515/10c_UnfinishedBusiness.pdf

The results of the Park Impact Fee rate study are summarized in the table that follows.

	Previous Study	Current Fees	Current Study (w/o nonresidential)	Current Study (w/ nonresidential)
Single-Family	\$ 3,968	\$ 4,435	\$ 17,496	\$ 16,501
Multi-family	3,016	3,371	11,845	11,172
Residential Suite	N/A	3,371	6,268	5,912
Per Employee	N/A	N/A	N/A	720

The large increase in the maximum allowable fee is due to the following factors:

- Increase in property values leads to higher impact fee cost basis (assessed value increased over 80%), and
- The current Parks capital improvement plan size allows large number of impact fee eligible projects.

The current Park Impact Fees apply only to residential development. The table below presents the maximum allowable fee by land use, if the Council chooses to extend the fees to nonresidential development.

Land Use Category	Charge	Unit
Single-Family Residential	\$ 16,501	per Dwelling Unit
Multifamily	11,172	per Dwelling Unit
Manufacturing	1.44	per Sq. Ft.
Wholesale, Transportation and Utilities	0.72	per Sq. Ft.
Retail	1.03	per Sq. Ft.
Finance, Insurance, and Real Estate	2.06	per Sq. Ft.
Services (not including food services)	1.80	per Sq. Ft.
Government/Education	2.40	per Sq. Ft.
Restaurant	3.60	per Sq. Ft.
Mini-storage	0.04	per Sq. Ft.

Council can adopt "up to" the calculated fees and a staff recommendation was presented at the April 6, 2021 meeting that reflected the following:

- Should the Park Impact Fee be increased and, if so, to what level?
Staff Recommendation: Increase fee by assessed value increase (80.74%), as shown in the table that follows. At the April 6 Council meeting, some Councilmembers suggested implementing a higher amount that would recover more of the calculated fee.

	Single Family Residence		Multi-Family	
Kirkland (calculated maximum)	\$	16,501	\$	11,172
Kirkland (staff recommendation)		7,173		5,451

This compares to the fees charged in neighboring jurisdictions as follows:

		Single Family Residence	Multi-Family
Issaquah	✓	9,107	5,591
Sammamish	✓	6,739	4,362
Redmond	✓	5,124	3,557
Kirkland (existing)	✓	4,435	3,371
Shoreline	✓	4,327	2,838
Renton	✓	2,915	1,978
Bellevue	✓	N/A	N/A

- When should the increases be effective?
Staff Recommendation: Phase-in the increase over 3 years, with first increase being effective on 7/1/21 or 1/1/22. At the April 6 Council meeting, some Councilmembers expressed interest in not phasing and implementing the full fee in Year 1.

Park Impact Fee Phasing	Current	Year 1	Year 2	Year 3
Single Family	4,435	5,348	6,260	7,173
Multifamily	3,371	4,064	4,758	5,451

A three-year phase-in is presented as an option recognizing that the City will be updating its Comprehensive plan and the related master plans in 2022-2023. This update will extend the planning horizon to 2043, will recognize growth to date and revised growth targets, and will identify needed infrastructure to serve that growth. Staff recommends updating impact fees to reflect the revised plans.

- Should a non-residential Park Impact Fee be implemented?
Staff Recommendation: Add non-residential component proportionate to phased-in fee increase on the selected implementation date. This recommendation corresponds with the significant commercial and mixed-use growth the City is considering in the Station Area Plan, at Totem Lake, and potentially in the new Greater Downtown Urban Center. If implemented, the options contemplated will drive the need for more parks and open space in these high-density areas. It is therefore appropriate for the commercial and non-residential mixed-use developments to contribute towards these park amenities.

The table below summarizes the non-residential fees by land use type based on the recommended amount and three-year phase-in.

Parks Impact Fee Schedule	Max. Fee	Unit	Year 1 Fee	Year 2 Fee	Year 3 Fee
Single-Family Residential	\$ 16,501	per Dwelling Unit	\$ 5,348	\$ 6,260	\$ 7,173
Multifamily	11,172	per Dwelling Unit	4,064	4,758	5,451
Manufacturing	1.44	per Sq. Ft.	0.52	0.61	0.70
Wholesale, Transportation and Utilities	0.72	per Sq. Ft.	0.26	0.31	0.35
Retail	1.03	per Sq. Ft.	0.37	0.44	0.50
Finance, Insurance, and Real Estate	2.06	per Sq. Ft.	0.75	0.88	1.00
Services (not including food services)	1.80	per Sq. Ft.	0.65	0.77	0.88
Government/Education	2.40	per Sq. Ft.	0.87	1.02	1.17
Restaurant	3.60	per Sq. Ft.	1.31	1.53	1.76
Mini-storage	0.04	per Sq. Ft.	0.01	0.02	0.02

A table comparing non-residential fees on two sample projects is included below.

Example 1: Mixed Use – Office/Retail

	Office	Retail/Shopping	Movie Theater	Total
Unit	266,054 Sq. Ft.	12,335 Sq. Ft.	8 Screens, 10,000 sf each	n/a
Current Rate	\$0	\$0	\$0	n/a
Current Fee	\$0	\$0	\$0	\$0
Year 1 Rate	\$0.75	\$0.37	\$0.65	n/a
Year 2 Rate	\$0.88	\$0.44	\$0.77	n/a
Year 3 Rate	\$1.00	\$0.50	\$0.88	n/a
Year 1 Fee	\$199,064	\$4,615	\$52,375	\$256,054
Year 2 Fee	\$233,058	\$5,403	\$61,319	\$299,779
Year 3 Fee	\$267,003	\$6,189	\$70,250	\$343,442

Example 2: Multi-Use Residential

	Residential	Supermarket	Subtotal
Unit	171 Dwelling Units	19,795 Sq. Ft.	n/a
Current Rate	\$3,371	\$0	n/a
Current Fee	\$576,441	\$0	\$576,441
Year 1 Rate	\$4,064	\$0.37	n/a
Year 2 Rate	\$4,758	\$0.44	n/a
Year 3 Rate	\$5,451	\$0.50	n/a
Year 1 Fee	\$694,944	\$7,405	\$702,349
Year 2 Fee	\$813,618	\$8,670	\$822,288
Year 3 Fee	\$932,121	\$9,933	\$942,054

Based on Council feedback on June 1 for these three questions (fee amount, implementation timeline, and whether to extend to non-residential), staff will prepare a draft ordinance to implement the recommendations for Council consideration at a future Council meeting.

City of Kirkland, WA

FIRE AND PARKS IMPACT FEE UPDATE

Final Report
December 2020

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TABLE OF CONTENTS

Table of Contents	ii
Section I. Introduction	1
Section II. Impact Fee Legal Overview	2
Section III. Fire Impact Fee	4
III.A. Existing System Cost	4
III.B. Customer Base	6
III.C. Future Cost Component	7
III.D. Impact Fee Calculation	8
Section IV. Parks Impact Fee	11
IV.A. Customer Base	11
IV.B. Impact Fee Calculation	13
Section V. Indexing	19

Section I. INTRODUCTION

The City of Kirkland, Washington (City) is a growing city with increasing demands for parks facilities. To help offset the costs that these demands place upon the City, the City imposes a Parks Impact Fee of \$4,391 for a single-family home, and \$3,338 for a multi-family dwelling unit. This fee was intended to recover an equitable share of system costs from growth, recognizing both the investments in infrastructure that the City has made and the future investments that the City will have to make to provide capacity to serve growth. The parks impact fee was last studied in 2015, and the City Council adopted Park Impact fees based on this study, which became effective in 2016. The fees have been indexed to inflation over the intervening time period and have thus increased every year. In 2020, the City contracted with FCS GROUP to update the fee. In addition, the City requested an initial impact fee for its fire and emergency medical services, which is included in this report. The scope of work also included updating the City's Transportation Impact Fee, but finalizing that work has been put on hold pending updates to the City's Transportation Management Plan (TMP) expected in 2021. Those results will be summarized in a separate report when the new information has been incorporated.

Consistent with these objectives, this study included the following key elements:

- **Overview of Washington Laws and Methodology Alternatives.** We worked with City staff to examine previous impact fee methodologies and evaluate alternative approaches in compliance with Washington law.
- **Develop Policy Framework.** We worked with City staff to identify, analyze, and agree on key policy issues and direction.
- **Technical Analysis.** In this step, we worked with City staff to resolve technical issues, isolate the recoverable portion of existing and planned facilities costs, and calculate fee alternatives. The most important technical consideration involves the identification and inclusion of planned capacity-increasing project costs.
- **Documentation and Presentation.** In this step, we presented preliminary findings to the City Council and summarized findings and recommendations in this report.

Section II. IMPACT FEE LEGAL OVERVIEW

Impact fees are enabled by state statutes, authorized by local ordinance, and constrained by the United States Constitution. Impact fees allow cities to recover some of the cost of expanding public facilities necessitated by growth. These fees allow “growth to pay for growth” in a fair and equitable manner. Impact fees have a specific definition and associated constraints in the state of Washington. Impact fees are allowed under RCW 82.02.050 through 82.02.110 and are permitted for:

- Public streets and roads
- Publicly owned parks, open space, and recreation facilities
- School facilities
- Fire protection facilities

The statute provides specific guidance on the permissible methodology for calculating impact fees. This guidance can be broken down into three major categories:

1. Eligibility Requirements. RCW 82.02.050(3) states that impact fees:

- a. Shall only be imposed for system improvements that are reasonably related to the new development;
- b. Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and;
- c. Shall only be used for system improvements that will reasonably benefit the new development.

These requirements, which exist to protect developers, ensure that impact fees are based on—and spent for—capacity that will directly or indirectly serve new development. That is why careful scrutiny is given to the included project list. Moreover, the impact fee that a developer pays must represent that particular development’s fair share of required capacity. That is why developments pay a unique fee based on land use, anticipated occupancy, and size.

Additionally, RCW 82.02.050(5) states that “Impact fees may be collected and spent only for the public facilities . . . which are addressed by the capital facilities plan element of a comprehensive land use plan.” This means that if a project is not listed in the adopted capital facilities plan element, then it is not eligible to be included in impact fee calculations.

2. Cost Basis. RCW 82.02.060(1) outlines the cost basis of impact fee calculations, stating that the basis must consider:

- a. The cost of public facilities necessitated by new development;
- b. An adjustment to the cost of the public facilities for past or future payments made or reasonably anticipated to be made by new development to pay for particular system improvements in the form of user fees, debt service payments, taxes, or other payments earmarked for or pro-ratable to the particular system improvement;

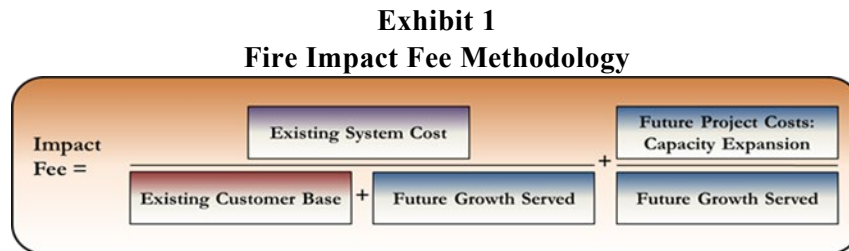
- c. The availability of other means of funding public facility improvements;
- d. The cost of existing public facilities improvements; and
- e. The methods by which public facilities improvements were financed.

This means that adjustments to the impact fee cost basis must be made for the amount of outstanding debt that was or will be used to pay for capital facility improvements, as well as other methods of funding public facilities improvements.

3. **Customer Base.** The costs determined to be eligible must be proportionately allocated across the projected customer base.

Section III. FIRE IMPACT FEE

The City does not currently have a fire impact fee. Therefore, instead of an update using an existing methodology, a new methodology must be applied. This study uses the *buy in plus growth method*, meaning that the impact fee is comprised of two separate parts: the existing cost component and the future cost component. Conceptually, this recognizes that the new customer is not fully served by the existing system, as evidenced by the need to make additional expansion investments. An expansion charge is added to this existing system charge by dividing the expansion portion of future capacity investments by the projected growth. The existing cost component consists of the existing system cost, divided by the existing customer base *plus* the future growth served. The future cost component consists of the capacity expanding portion of future projects, divided by *only* future growth served. These two components are then added together to create the fire impact fee. This methodology is shown in **Exhibit 1**.



Each of these components requires explanation and is examined in detail below.

III.A. EXISTING SYSTEM COST

The existing system cost is simply the cost of the City's existing assets used to provide fire and EMS services. This primarily consists of fire apparatus (including engines, aid cars, and marine units), miscellaneous equipment, and fire stations that are currently in service. The included assets are shown in **Exhibit 2** and **3**.

**Exhibit 2
Fire Apparatus**

Veh #	Acquisition		Original Cost
	Date	Useful Life	
F-612	2003	18	\$ 355,048
F-613A	2005	18	169,694
F-213	2006	8	58,314
F-613B	2006	18	233,605
F403B	2007	17	4,814
F-613C	2007	17	632
F-216	2008	8	66,368
F-318A	2010	8	188,990
F-614A	2010	18	542,752
F-614B	2010	18	244
F-318B	2011	8	1,243
F-614C	2011	18	2,163
F-319A	2012	8	197,374
F-615A	2012	18	269,200
F-319B	2013	8	330
F-615B	2013	18	311,091
F-320	2014	8	211,243
F-321	2014	8	211,455
F-507A	2014	8	2,403
F-615C	2014	17	2,947
F-322A	2015	8	225,148
F-323A	2015	8	225,148
F-507B	2015	18	1,215,767
F-616A	2015	18	603,529
Marine-1	2015	10	38,690
Marine-2	2015	10	38,690
F-318C	2016	8	40,359
F-319C	2016	8	40,359
F-322B	2016	8	42,739
F-323B	2016	8	42,769
F-507C	2016	8	1,349
F-616B	2016	8	23
F-617	2017	18	665,441
F 617	2018	18	22,418
F214X	2006	8	26,964
F222	2014	8	31,265
F223	2014	8	31,265
F224	2014	8	31,265
F225	2014	8	31,265
Included Total			\$ 6,184,368

The total apparatus cost is \$6.2 million. The other major component of the City's assets is its fire stations, which total \$8.5 million.

Exhibit 3
City Fire Stations

Station	Year Acquired	Original Cost
Fire Station #21	1998	\$ 1,352,826
Fire Station #22	1980	662,700
Fire Station #26	1994	1,588,088
FS#25 (FD41 Annex)	2011	1,078,600
Fire Station #25 Renovation	2018	3,653,513
FS#27 (FD41 Annex)	2011	213,700
Total		\$ 8,549,428

Combined with \$379,317 in included miscellaneous equipment, the total existing cost component can be calculated as shown in **Exhibit 4** below and totaling \$15,113,113.

Exhibit 4
Existing Cost Component

Asset Category	Cost
Apparatus	\$ 6,184,368
Miscellaneous Equip.	379,317
Stations	8,549,428
Existing Cost Component	\$ 15,113,113

III.B. CUSTOMER BASE

The next step is to calculate the existing customer base. The City provided the number of dwelling units in the City in 2015, along with the area (in square feet) of various nonresidential land use types. Based on the City's comprehensive plan, anticipated development by 2035 and annual growth rates could be calculated as shown in **Exhibit 5**. Using the compound annual growth rate, the total amount of development in 2019 could be interpolated. Development in 2019 is the existing customer base, and the estimated development between 2020 and 2035 is the future customer base.

Exhibit 5
Development

Land Use	Measurement	2015 Existing	Additional 2035 Development	Compound Annual Growth Rate	2019 Development
Commercial	Sq. Ft.	4,063,759	889,766	0.99%	4,227,905
Office & Industrial	Sq. Ft.	8,799,061	4,831,614	2.21%	9,604,008
Schools	Sq. Ft.	2,468,850	551,102	1.01%	2,570,371
Health Care	Sq. Ft.	2,017,135	450,269	1.01%	2,100,081
Government	Sq. Ft.	320,571	71,559	1.01%	333,753
Single-Family	Dwelling Unit	20,451	3,511	0.80%	21,109
Multifamily	Dwelling Unit	17,086	10,153	2.36%	18,756

The City provided response data from 2019, categorized by land use type. This was used to calculate the 2019 incident generation rate, or the number of incidents generated by each unit of development, as shown in **Exhibit 6**.

Exhibit 6
2019 Incident Generation Rate

Land Use	Measurement	2019 Development	2019 Incidents	2019 Incident Generation Rate
Commercial	Sq. Ft.	4,227,905	936	0.00022
Office & Industrial	Sq. Ft.	9,604,008	169	0.00002
Schools	Sq. Ft.	2,570,371	220	0.00009
Health Care	Sq. Ft.	2,100,081	1,092	0.00052
Government	Sq. Ft.	333,753	162	0.00049
Single-Family	Dwelling Unit	21,109	2,903	0.13754
Multifamily	Dwelling Unit	18,756	2,157	0.11500
Total			7,640	

Assuming that incident generation rates across land use types remain the same, an incident forecast for 2035 can be prepared, as shown in **Exhibit 7**.

Exhibit 7
Incident Forecast

Land Use	Measurement	2015 Existing	2035 Development	2019 Incident Generation Rate	2035 Incident Forecast
Commercial	Sq. Ft.	4,063,759	4,953,525	0.00022	1,097
Office & Industrial	Sq. Ft.	8,799,061	13,630,675	0.00002	240
Schools	Sq. Ft.	2,468,850	3,019,952	0.00009	259
Health Care	Sq. Ft.	2,017,135	2,467,404	0.00052	1,283
Government	Sq. Ft.	320,571	392,130	0.00049	191
Single-Family	Dwelling Unit	20,451	23,962	0.13754	3,296
Multifamily	Dwelling Unit	17,086	27,239	0.11500	3,133
Total					9,497

The annual number of incidents is expected to grow by 1,857 incidents between 2019 and 2035 ($9,497 - 7,640 = 1,857$). This results in a *growth eligibility percentage* of 19.56 percent.

$$1,857 \div 9,497 = 19.56\%$$

Unlike other City services, it is difficult to assign future investments as 100 percent growth related. Apparatus are mobile, and most of the growth within the City is projected to be infill and redevelopment. Thus, future projects will be assumed to serve both existing development and future growth. This means that future system investments will only be 19.56 percent eligible for inclusion in the future cost component.

III.C. FUTURE COST COMPONENT

The City provided a capital improvement plan (CIP) that included both funded and unfunded projects. However, after discussions with City staff, it was determined that the unfunded portion of the CIP should be included in the impact fee cost basis only if the City's Proposition #1 levy failed at

the November 2020 election. The levy passed, so the projects listed in the unfunded portion of the CIP will be funded with levy funds instead, and not included in the impact fee study. The included CIP projects are shown in **Exhibit 8**.

Exhibit 8 Future Projects

Project Number	Project Title	Prior Year(s) (not included)	2019-2024 Total	Impact Fee Eligibility	Impact Fee Eligible Cost
FIRE					
PSC 06300	Air Fill Station Replacement		86,200	19.56%	16,857
PSC 06600	Thermal Imaging Cameras		93,400	19.56%	18,265
PSC 07100	Self Contained Breathing Apparatus (SCBA)		1,017,600	19.56%	198,999
PSC 07600	Personal Protective Equipment		1,320,500	19.56%	258,233
PSC 08000	Emergency Generators	120,000	120,000	19.56%	46,934
PSC 08100	Fire Station 26 Training Prop		290,000	19.56%	56,712
PSC 08200	Water Rescue Craft Storage & Lift		87,900	19.56%	17,189
FACILITIES					
PSC 30021	Fire Station 24 Land Acquisition	4,437,530	5,737,530	19.56%	1,989,804
PSC 30022	Fire Station 24 Replacement	10,133,300	16,890,908	19.56%	5,284,772
Total Funded Public Safety Projects		\$ 14,690,830	\$ 25,644,038		\$ 7,887,764

The future cost to be included is \$25.6 million. When multiplied by the growth eligibility percentage calculated above, the future cost basis is \$7.9 million.

III.D. IMPACT FEE CALCULATION

All the cost bases of the impact fee have now been calculated. However, as the impact fee will be charged based on individual land use type, each cost component must be distributed across the various land use types. This is done on the percentage of incidents in the relevant year (2019 for the current cost basis and 2035 for the future cost basis). **Exhibit 9** shows the distribution and resulting impact fee for apparatus costs.

Exhibit 9 Apparatus Fee Calculation

Land Use Type	Unit of Development	2019 Incidents	2019 Incident Breakdown	Cost Basis: \$ 6,184,368	2035 Development	Fee
Commercial	Sq. Ft.	936	12.25%	\$ 757,740	4,953,525	\$ 0.15
Office & Industrial	Sq. Ft.	169	2.21%	136,642	13,630,675	0.01
Schools	Sq. Ft.	220	2.88%	178,344	3,019,952	0.06
Health Care	Sq. Ft.	1,092	14.29%	883,735	2,467,404	0.36
Government	Sq. Ft.	162	2.12%	131,318	392,130	0.33
Single-Family	Dwelling Unit	2,903	38.01%	2,350,415	23,962	98.09
Multifamily	Dwelling Unit	2,157	28.24%	1,746,174	27,239	64.11
Total		7,640	100.00%	\$ 6,184,368		

Exhibit 10 shows the distribution and resulting impact fee for fire stations and miscellaneous equipment costs.

Exhibit 10
Stations and Miscellaneous Equipment Fee Calculation

Land Use Type	Unit of Development	2019 Incidents	2019 Incident Breakdown	Cost Basis \$8,928,745	2035 Development	Fee
Commercial	Sq. Ft.	936	12.25%	\$ 1,093,995	4,953,525	\$ 0.22
Office & Industrial	Sq. Ft.	169	2.21%	197,278	13,630,675	0.01
Schools	Sq. Ft.	220	2.88%	257,486	3,019,952	0.09
Health Care	Sq. Ft.	1,092	14.29%	1,275,901	2,467,404	0.52
Government	Sq. Ft.	162	2.12%	189,592	392,130	0.48
Single-Family	Dwelling Unit	2,903	38.01%	3,393,435	23,962	141.62
Multifamily	Dwelling Unit	2,157	28.24%	2,521,057	27,239	92.55
Total		7,640	100.00%	\$ 8,928,745		

Finally, the future cost basis is distributed in **Exhibit 11**. As the future cost basis is divided only by future growth, the incidents, incident breakdown, and development are different than in **Exhibits 9** and **10**.

Exhibit 11
Future Projects Fee Calculation

Land Use Type	Unit of Development	2035 Projected Incidents	2035 Incident Breakdown	Cost Basis \$ 7,887,764	Growth by 2035	Fee
Commercial	Sq. Ft.	1,097	11.55%	\$ 910,885	889,766	\$ 1.02
Office & Industrial	Sq. Ft.	240	2.52%	198,977	4,831,614	0.04
Schools	Sq. Ft.	259	2.73%	214,989	551,102	0.39
Health Care	Sq. Ft.	1,283	13.51%	1,065,320	450,269	2.37
Government	Sq. Ft.	191	2.01%	158,301	71,559	2.21
Single-Family	Dwelling Unit	3,296	34.70%	2,737,444	3,511	779.68
Multifamily	Dwelling Unit	3,133	32.99%	2,601,849	10,153	256.26
Total		9,497	100.00%	\$ 7,887,764		

The total fire impact fee is the sum of these three calculated fees, shown below in **Exhibit 12**.

Exhibit 12
Fire Impact Fee Schedule

Land Use Type	Existing Fee Component	Future Fee Component	Total Fee	Unit of Development
Commercial	\$ 0.37	\$ 1.02	\$ 1.40	per Sq. Ft.
Office & Industrial	0.02	0.04	0.07	per Sq. Ft.
Schools	0.14	0.39	0.53	per Sq. Ft.
Health Care	0.88	2.37	3.24	per Sq. Ft.
Government	0.82	2.21	3.03	per Sq. Ft.
Single-Family	239.71	779.68	1,019.38	per Dwelling Unit
Multifamily	156.66	256.26	412.92	per Dwelling Unit

Finally, the calculated fire impact fees can be multiplied by anticipated growth to forecast the revenue the City will receive if it fully adopts the fire impact fee.

Exhibit 13
Fire Impact Fee Revenue Forecast

Land Use Type	Total Fee	Unit of Development	Growth by 2035	Existing Component Revenue	Future Component Revenue
Commercial	\$ 1.40	per Sq. Ft.	889,766	\$ 332,614	\$ 910,885
Office & Industrial	0.07	per Sq. Ft.	4,831,614	118,363	198,977
Schools	0.53	per Sq. Ft.	551,102	79,533	214,989
Health Care	3.24	per Sq. Ft.	450,269	394,105	1,065,320
Government	3.03	per Sq. Ft.	71,559	58,562	158,301
Single-Family	1,019.38	per Dwelling Unit	3,511	841,610	2,737,444
Multifamily	412.92	per Dwelling Unit	10,153	1,590,558	2,601,849
Total Revenue Generated				\$ 3,415,346	\$ 7,887,764

The total revenue generated is \$11.3 million. This represents 44% of the 2019-24 CIP shown in **Exhibit 8**.

FCS GROUP also surveyed neighboring jurisdictions to determine how the City's calculated fire impact fees fit into a regional context. The results of this survey are shown in **Exhibit 14**. Fire impact fees are not as common as other types of impact fees, but Kirkland's calculated fee is in line with those imposed by other Western Washington jurisdictions.

Exhibit 14
Fire Impact Fee Survey

City	SFR	MFR
Issaquah	\$ 2,213	\$ 2,485
Shoreline	2,187	1,895
Kirkland	1,019	413
Renton	830	965
Redmond	125	149
Sammamish	N/A	N/A
Bellevue	N/A	N/A
Sammamish	N/A	N/A
Vancouver	N/A	N/A

Section IV. PARKS IMPACT FEE

This section provides the detailed calculations of the maximum defensible parks impact fee. As the City already has an existing parks impact fee, this study uses the same investment-based methodology as was previously used. This approach is based on the total value of the City's park system, divided by the total applicable customer base. One change was made to the previous calculation. This impact fee uses residential equivalents (described below) that is added to the city population to account for the impacts of nonresidential development on City infrastructure.

IV.A. CUSTOMER BASE

The first step is to calculate the parks capital value per person, or the value of the existing system divided by the user base. The City currently defines the user base of its park system as the City's population. However, an alternative methodology is based on *residential equivalents*, which measures and includes the additional impact of employees of businesses within the City on the parks system. The calculation of residential equivalents is shown below.

IV.A.1. Residential Equivalents

To charge parks impact fees to both residential and non-residential developments, we must estimate both (1) how much availability non-residential occupants (i.e., employees) have to use parks facilities and (2) how that availability differs from residential occupants (i.e., residents).

The calculation begins with the most recent data for both population and employment in Kirkland. As shown below, in 2017 (the most recent year for which both population and employment data were available), 86,080 residents lived in Kirkland, and 47,834 employees worked in Kirkland. Of these, 5,484 people both lived and worked in Kirkland, as shown in **Exhibit 15**.

Exhibit 15
Residents and Employees in Kirkland (2017)

	Living Inside Kirkland	Living Outside Kirkland	Total
Working inside Kirkland	5,484	42,350	47,834
Working outside Kirkland	39,184		
Not working	41,412		
Total	86,080		

Source: WA OFM Population Statistics, US Census Bureau: OnTheMap Application

Next, we estimate the number of hours per week that each category of person would be available to use the parks facilities in Kirkland. For example, a resident of the City who was not working would have 112 hours per week available to use park facilities (7 days x 16 hours per day). The table below shows FCS GROUP's estimate of maximum time available for use. It is not an estimate of actual use.

Exhibit 16
Available Hours by Category

Hours per Week of Park Availability per Person, Residential Demand	Living Inside Kirkland	Living Outside Kirkland
Working inside Kirkland	72	N/A
Working outside Kirkland	72	N/A
Not working	112	N/A
Hours per Week of Park Availability per Person, Non-Residential Demand	Living Inside Kirkland	Living Outside Kirkland
Working inside Kirkland	10	10
Working outside Kirkland	N/A	N/A
Not working	N/A	N/A

Source: FCS GROUP

When the hours of availability above are multiplied by the population and employee counts presented earlier, we can determine the relative parks demand of residents and employees. As shown in **Exhibit 17**, the parks demand of one employee is equivalent to the parks demand of 0.11 resident. Another way of understanding this is that the parks demand of 9.12 employees is equivalent to the parks demand of one resident.

Exhibit 17
Total Available Hours by Class

Total Hours per Week of Park Availability, 2017	Residential Hours	Non-Residential Hours	Total Hours
Working inside Kirkland	394,848	478,340	873,188
Working outside Kirkland	2,821,248		2,821,248
Not working	4,638,144		4,638,144
Total	7,854,240	478,340	8,332,580
Hours per resident	91.24		
Hours per employee		10.00	
Employee Residential Equivalent			0.110

Source: Previous tables

IV.A.2. Growth

The current (2020) demand for parks facilities is 96,121 residential equivalents. That number is the sum of 90,660 residents (based on the Washington State Office of Financial Management's official state population projections), and 5,461 residential equivalents for 49,832 employees. The number of employees is based on the 2017 number of employees, inflated to 2020 based on the City's planning data.

During the forecast period from 2020 to 2024, chosen to match the capital plan, residential population is expected to grow by 983 residents to a total of 91,643 residents. Population growth was forecast at 0.27 percent annually, and growth in employees forecast at 1.37 percent annually. As

shown in **Exhibit 18**, residential equivalents will grow by 1,289 residential equivalents to a total of 97,410 residential equivalents.

Exhibit 18
Growth in Residential Equivalents

	2017	2020	2024	Growth from 2020 to 2024
Population	86,080	90,660	91,643	983
Employees	47,834	49,832	52,627	2,795
Residential Equivalent Employees	5,242	5,461	5,768	306
Total Residential Equivalents	91,322	96,121	97,410	1,289

As of the time of this report, the City had not determined whether to use residential equivalents as the customer base, which would allow it to charge nonresidential development, or to retain its current approach and charge only residential development. This report shows each calculation in parallel, so the differences between the two approaches are clear.

IV.B. IMPACT FEE CALCULATION

The next step is to calculate the capital value per person or residential equivalent. This study is based on the previous valuations of the City park system, inflated by the actual rise in property assessed values in Kirkland between 2014 and 2020 (80.74 percent). This is shown in **Exhibit 19**.

**Exhibit 19a
Park System Inventory**

Name	2014			2020			
	Land Value	Improvement Value	2014 Total Value	Inflated Land Value	Inflated Improvement Value	Additional CIP Improvements	2020 Total Value
132nd Square Park	\$ 466,000	\$ 2,462,121	\$ 2,928,121	\$ 842,264	\$ 4,450,121	\$ 9,058	\$ 5,301,444
Beach Property	45,000	-	45,000	81,335	-	-	81,335
Brookhaven Park	622,100	24,725	646,825	1,124,405	44,688	-	1,169,093
Carillon Woods	9,634,000	180,920	9,814,920	17,412,823	327,001	-	17,739,824
Cedar View Park	465,500	101,500	567,000	841,361	183,455	-	1,024,815
Cotton Hill Park	803,000	-	803,000	1,451,370	-	-	1,451,370
Crestwoods Park	13,784,500	2,457,493	16,241,993	24,914,579	4,441,756	-	29,356,336
David E. Brink Park	15,379,000	648,124	16,027,124	27,796,534	1,171,442	-	28,967,975
Edith Moulton Park	3,648,000	287,940	3,935,940	6,593,521	520,433	1,878,356	8,992,310
Everest Park	5,812,800	3,918,638	9,731,438	10,506,255	7,082,680	409	17,589,344
Forbes Creek Park	2,852,000	524,875	3,376,875	5,154,803	948,677	-	6,103,480
Forbes Lake Park	1,382,000	-	1,382,000	2,497,874	-	140,602	2,638,476
Heritage Park	16,215,500	2,091,641	18,307,141	29,308,452	3,780,504	-	33,088,956
Heronfield Wetlands	2,128,200	16,100	2,144,300	3,846,582	29,100	-	3,875,682
Highlands Park	1,271,000	351,584	1,622,584	2,297,249	635,465	-	2,932,714
Houghton Beach Park	30,150,000	2,238,895	32,388,895	54,494,147	4,046,656	-	58,540,803
Juanita Bay Park	25,880,200	4,886,922	30,767,122	46,776,764	8,832,790	2,759	55,612,312
Juanita Beach Park	10,752,000	9,210,079	19,962,079	19,433,535	16,646,614	688,569	36,768,717
Juanita Heights Park	1,168,000	5,600	1,173,600	2,111,083	10,122	736,033	2,857,238
Kingsgate Park	1,293,000	5,000	1,298,000	2,337,013	9,037	-	2,346,050
Kiwanis Park	8,282,000	16,000	8,298,000	14,969,172	28,919	-	14,998,091
Lake Ave W Street End Park	5,513,278	12,700	5,525,978	9,964,888	22,954	-	9,987,843
Marina Park	12,000,000	5,573,669	17,573,669	21,689,213	10,074,040	11,798	31,775,051
Mark Twain Park	624,000	874,062	1,498,062	1,127,839	1,579,810	-	2,707,649
Marsh Park	16,950,000	705,526	17,655,526	30,636,013	1,275,192	18,937	31,930,142
McAuliffe Park	2,888,800	523,408	3,412,208	5,221,316	946,026	-	6,167,342
Neil-Landguth Wetland Park	140,000	5,000	145,000	253,041	9,037	-	262,078
North Kirkland Com Ctr Park	3,172,800	7,196,029	10,368,829	5,734,628	13,006,349	-	18,740,977
North Rose Hill Woodlands Park	1,944,000	1,100,505	3,044,505	3,513,652	1,989,091	-	5,502,743
Ohde Avenue Pea Patch	666,000	2,250	668,250	1,203,751	4,067	-	1,207,818
Open Space 1138020240	189,000	-	189,000	341,605	-	-	341,605
Open Space 1437900440	1,000	-	1,000	1,807	-	-	1,807
Open Space 3295730200	1,000	-	1,000	1,807	-	-	1,807
Open Space 3326059150	988,000	-	988,000	1,785,745	-	-	1,785,745
Open Space 6639900214	177,000	-	177,000	319,916	-	-	319,916
Open Space 3326059136	1,060,900	-	1,060,900	1,917,507	-	-	1,917,507
Open Space 2426049132	651,000	-	651,000	1,176,640	-	-	1,176,640
Open Space 2540800430	1,000	-	1,000	1,807	-	-	1,807
Open Space 3261020380	5,000	-	5,000	9,037	-	-	9,037
Open Space 3275740240	1,000	-	1,000	1,807	-	-	1,807
Open Space 3754500950	476,000	-	476,000	860,339	-	-	860,339
Open Space 6619910290	240,000	-	240,000	433,784	-	-	433,784

Exhibit 19b
Park System Inventory cont.

Name	2014			2020			
	Land Value	Improvement Value	2014 Total Value	Inflated Land Value	Inflated Improvement Value	Additional CIP Improvements	2020 Total Value
Open Space 7016100600	536,000	-	536,000	968,785	-		968,785
Open Space 7016300061	1,000	-	1,000	1,807	-		1,807
Open Space 7955060320	164,000	-	164,000	296,419	-		296,419
Open Space 9527000610	1,000	-	1,000	1,807	-		1,807
Open Space 1119000270	1,000	-	1,000	1,807	-		1,807
Open Space 3558910830	1,000	-	1,000	1,807	-		1,807
Peter Kirk Park	27,181,400	17,367,453	44,548,853	49,128,597	31,390,532	78,596	80,597,726
Phyllis A Needy - Houghton Nbr	422,000	363,653	785,653	762,737	657,278		1,420,015
Reservoir Park	718,000	150,300	868,300	1,297,738	271,657		1,569,395
Rose Hill Meadows	1,888,000	452,044	2,340,044	3,412,436	817,040		4,229,476
Settler's Landing	1,800,000	506,400	2,306,400	3,253,382	915,285		4,168,667
Snyders Corner Park	772,000	-	772,000	1,395,339	-		1,395,339
South Norway Hill Park	2,553,400	-	2,553,400	4,615,103	-		4,615,103
South Rose Hill Park	450,000	480,721	930,721	813,345	868,872		1,682,217
Spinney Homestead Park	3,896,000	718,878	4,614,878	7,041,764	1,299,324		8,341,088
Street End Park	299,891	-	299,891	542,033	-		542,033
Terrace Park	865,700	397,787	1,263,487	1,564,696	718,974	815	2,284,485
Tot Lot Park	763,000	138,205	901,205	1,379,072	249,796	4,372	1,633,241
Van Aalst Park	1,788,000	260,160	2,048,160	3,231,693	470,222		3,701,915
Watershed Park	10,248,900	-	10,248,900	18,524,214	-		18,524,214
Waverly Beach Park	6,605,500	1,761,240	8,366,740	11,939,008	3,183,325	1,301,710	16,424,042
Windsor Vista Park	977,000	-	977,000	1,765,863	-		1,765,863
Wiviott Property	131,000	-	131,000	236,774	-		236,774
Yarrow Bay Wetlands	3,209,600	-	3,209,600	5,801,141	-		5,801,141
Cross Kirkland Corridor Trail	1,000,000	4,102,560	5,102,560	1,807,434	7,415,108		9,222,542
2015 Dock Shoreline	-	-	-	-	-	106,060	106,060
2017 Neighborhood Park Land Acq	-	-	-	-	-	1,683,120	1,683,120
2013 Dock Shoreline	-	-	-	-	-	344,061	344,061
Totem Lk/CKC Land Acquisition	-	-	-	-	-	181,569	181,569
2016 Dock Shoreline	-	-	-	-	-	300,184	300,184
OO Denny Park Improvements	-	-	-	-	-	150,605	150,605
Parks Maintenance Center	-	-	-	-	-	10,816,907	10,816,907
PK Pool Liner Replacement	-	-	-	-	-	214,855	214,855
2017 Dock Shoreline	-	-	-	-	-	212,341	212,341
2018 Neighborhood Park Land Acqui	-	-	-	-	-	65,124	65,124
2015 Dock Shoreline	-	-	-	-	-	328	328
Totem Lk/CKC Land Acquisition	-	-	-	-	-	125	125
Totem Lake Park Master Plan Ph. 1	-	-	-	-	-	996,231	996,231
15/17/18 City School Partnership	-	-	-	-	-	161,253	161,253
2018 City-School Partnership	-	-	-	-	-	161,253	161,253
Neighborhood Park Land Acquisi	-	-	-	-	-	3,000	3,000
[extra]	-	-	-	-	-	-	-
Total	\$ 265,996,969	\$ 72,120,702	\$ 338,117,671	\$ 480,772,071	\$ 130,353,437	\$ 20,269,029	\$ 631,394,537

As shown, the value of the park system has increased from about \$338 million to \$631 million. This results in an increase in the capital value per person or residential equivalent, as shown in **Exhibit 20**.

Exhibit 20
Capital Value per Person / Residential Equivalent

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Value of Parks Inventory	\$ 338,118,273	\$ 631,394,537	\$ 631,394,537
Population / Residential Equivalents	82,590	90,660	96,121
Capital Value Per Person / RE	\$ 4,094	\$ 6,964	\$ 6,569

Now that the capital value per resident or residential equivalent has been calculated, the next step is to calculate the value of parks needed for growth. This is the capital value calculated above,

multiplied by the forecasted growth. This represents the total investment that is eligible to be recovered through impact fees.

Exhibit 21
Value Needed for Growth

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Capital Value per Person / RE	\$ 4,094	\$ 6,964	\$ 6,569
Growth of Population / REs	4,320	983	1,289
Investment Needed for Growth	\$ 17,685,809	\$ 6,843,223	\$ 8,466,310

The investment needed for growth has decreased from the previous study, due to the relatively short remaining planning period, and an anticipated decrease in the population growth rate. However, these values also need to be adjusted for consistency with the CIP. Under Washington state law, impact fees can only recover the growth-related cost of CIP projects that add capacity to the park system. The City provided a list of projects that would be completed through 2024, as well as an estimate of how much of each project would increase the capacity of the park system. This is shown in **Exhibit 22**.

Exhibit 22
Capital Improvement Program

Project Number	Project Title	2019-2024 Total	Capacity Share	Eligible Cost
PKC 04900	Open Space, Park Land & Trail Acq Grant Match Program	100,000	100%	\$ 100,000
PKC 06600	Parks, Play Areas & Accessibility Enhancements	1,115,000	0%	-
PKC 08711	Waverly Beach Park Renovation Phase II	515,000	0%	-
PKC 11901	Juanita Beach Park Bathhouse Replacement	1,208,311	13%	157,080
PKC 11903	Juanita Beach Park Playground	366,000	58%	212,280
PKC 12100	Green Kirkland Forest Restoration Program	600,000	0%	-
PKC 13310	Dock & Shoreline Renovations	1,660,000	0%	-
PKC 13330	Neighborhood Park Land Acquisition	5,418,000	100%	5,418,000
PKC 13400	132nd Square Park Playfields Renovation	5,672,200	50%	2,836,100
PKC 13420	132nd Square Park Master Plan	135,000	80%	108,000
PKC 13530	Juanita Heights Park Trail	243,800	100%	243,800
PKC 13902	Totem Lake Park Development - Expanded Phase I	6,159,200	90%	5,543,280
PKC 14200	Houghton Beach & Everest Park Restroom Repl. Design	85,000	0%	-
PKC 14700	Parks Maintenance Center	2,958,351	14%	414,169
PKC 15100	Park Facilities Life Cycle Projects	950,000	0%	-
PKC 15400	Indoor Recreation & Aquatic Facility Study	160,000	100%	160,000
PKC 15500	Finn Hill Neighborhood Green Loop Trail Master Plan	160,000	100%	160,000
PKC 15600	Park Restrooms Renovation/Replacement Program	1,583,000	0%	-
PKC 15700	Neighborhood Park Development Program	1,583,000	100%	1,583,000
Total Funded Park Projects		30,671,862	Total	\$ 16,935,710

The total growth-related portion of the CIP is about \$16.9 million. As this value exceeds the investment needed for growth calculated in **Exhibit 21**, no adjustment is needed to reduce the investment needed for growth -- the adjustment percentage is 100 percent, as shown in **Exhibit 23**.

Exhibit 23
CIP Adjustment

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Cost of CIP Projects that Add Capacity	\$ 6,857,400	\$ 16,935,710	\$ 16,935,710
Investment Needed for Growth	17,685,809	6,843,223	8,466,310
Adjustment Percentage	39%	100%	100%

The penultimate step is to multiply the adjustment percentage by the capital value per person or residential equivalent calculated in **Exhibit 20**. This is the growth cost per person or residential equivalent, shown in **Exhibit 24**.

Exhibit 24
Growth Cost per Person / Residential Equivalent

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Capital Value per Person / RE	\$ 4,094	\$ 6,964	\$ 6,569
Adjustment Percentage	39%	100%	100%
Growth Cost per Person / RE	\$ 1,587	\$ 6,964	\$ 6,569

Finally, the growth cost per person or residential equivalent is multiplied by the Kirkland-specific average occupancy rates of various residential units or the residential equivalence (if applicable) to determine the parks impact fee.

Exhibit 25
Occupancy Rates by Dwelling Unit

	Previous Study Value	Current Study
Single-Family	2.5	2.5
Multi-Family	1.9	1.7
Residential Suite	N/A	0.9
Residential Equivalence	N/A	0.1

This results in the calculated impact fees shown below.

Exhibit 26
Impact Fee per Unit of Development

	Previous Study	Current Study (w/o nonresidential)	Current Study (w/nonresidential)
Single-Family	\$ 3,968	\$ 17,496	\$ 16,501
Multi-family	3,016	11,845	11,172
Residential Suite	N/A	6,268	5,912
Per Employee	N/A	N/A	720

The calculated impact fee represents a sizeable increase over the existing parks impact fee. This is driven primarily by the low growth forecasted within the city through 2024 (based on past projections), as well as the large increase in the assessed value of the parks system. Thus, the high impact fee appropriately reflects the high cost of developing new parks within Kirkland. It should be

reiterated that this represents the *maximum allowable impact fee*, and the City is not under any obligation to adopt the calculated fee.

Finally, FCS GROUP compared the calculated park impact fee to other regional jurisdictions.

Exhibit 27
Park Impact Fee Survey

Parks Impact Fee Comparison	Single Family	
	Residence	Multi-Family
Kirkland (calculated maximum)	\$ 16,501	\$ 11,172
Issaquah	9,107	5,591
Sammamish	6,739	4,362
Redmond	4,738	3,289
Kirkland (existing)	4,391	3,338
Shoreline	4,090	2,683
Renton	3,946	2,801
Vancouver	2,379	1,739
Bellevue	N/A	N/A

The calculated maximum for the City (including non-residential) is significantly higher than any other surveyed jurisdiction.

Section V. INDEXING

The City already annually indexes its impact fees to the *Engineering News-Record* Construction Cost Index. We recommend that the City continue this practice for its parks impact fee and institute it for its fire and EMS impact fee, as it provides an adjustment which at least partially responds to the cost basis over time. We also recommend that the City continue its practice of periodically updating its impact fees to ensure that they recover the full cost of growth's impacts on City facilities.



CITY OF KIRKLAND
Planning and Building
123 Fifth Avenue, Kirkland, WA 98033 425.587.3800
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Adam Weinstein, Director of Planning and Building
Chris Dodd, Facilities Services Manager

Date: May 17, 2021

Subject: RELOCATION OF SNYDER-MOODY HOUSE

RECOMMENDATION:

Provide direction to staff on potentially relocating the Snyder-Moody house to a City-owned property.

BACKGROUND DISCUSSION:

The Snyder-Moody House, located at 514 10th Avenue West and constructed in 1890, is identified as a Historic Community Landmark in the Comprehensive Plan. The structure is listed in Table CC-1, List B, of the Community Character Element (Historic Buildings, Structures, Sites and Objects Designated by the City of Kirkland) due to its association with the Kirkland Land and Improvement Company (Peter Kirk's and Leigh S.J. Hunt's company, which was responsible for early real estate and infrastructure development in Kirkland in the late 1800s). The Snyder-Moody House is proposed for demolition by its current residents, who wish to build a house on the property.

According to a historic resources inventory report prepared by the Washington State Department of Archaeology and Historic Preservation in 1991, the house was one of a group of houses built for upper management of the Great Western Iron and Steel Mill. The Great Western Iron and Steel Mill was planned for land in Rose Hill, but the mill failed to succeed because the Northern Pacific Railway Company refused to build track to supply the factory, and due to the Panic of 1893 and the associated economic recession (resulting in challenges in securing financing).

John George Kellet, Peter Kirk's engineer (who is also credited for naming Kirkland after Peter Kirk) brought the plans for the Snyder-Moody House and others in its cohort from England. Members of the Snyder family lived in the house from 1905 to 1962, including Jennie Mae Fleming Snyder who, according to notes from the Kirkland Heritage Society, delivered mail for a time with a wagon team of two horses. The house fell into disrepair in the 1960s, and was purchased by the Moody family in 1974, which undertook an extensive renovation. The current kitchen, fireplace, main floor bathroom, and porch were built in 1917, when the Snyder family lived in the house. These renovations are thus considered to date from the structure's historic period. With the exception of four

large windows on the main floor, which were replaced with aluminum frame windows, and some other relatively minor architectural modifications, the State Department of Archaeology and Historic Preservation concluded that the house retained moderate historic integrity. For additional information about the history of the building, see Attachment 1, the 2012 Historic Resources Inventory Report and notes/correspondence from the Kirkland Heritage Society.

According to the King County Department of Assessments, the Snyder-Moody House comprises 3,140 square feet of interior space, including four bedrooms and one-and-a-half baths, and the condition is listed as “very good.” The current owners of the house also believe that the house “has good bones.” Real estate listings indicate approximately 2,400 square feet of interior usable space, five bedrooms, and one-and-three-quarter baths.

The current owners of the Snyder-Moody House applied to demolish the structure in order to build a new house in August 2020. Prior to submitting the application, the owners indicated that they communicated with Nickel Bros, a house-moving company, to learn more about the costs for relocating the house, and offered the house to a house donation company (which ultimately declined to accept the structure due to the cost of relocation). In addition, the owners indicated that they advertised the house for purchase and relocation on Nextdoor for 2 or 3 weeks in the Fall of 2019.

In September 2020, staff completed a review of the permit application and indicated that review of the application pursuant to the State Environmental Policy Act (SEPA) was required because of the potential historical significance of the structure. The initial SEPA documentation was submitted by the property owners in December 2020, with review and consultation with historic resources staff occurring in the first few months of 2021. In March 2021, staff evaluated options for relocating and preserving the building off-site, and conducted two visits to the house. The current owners of the house have cooperated with the City and have generously allowed staff access to the property, but are very eager to proceed with their project. In anticipation of either relocation or demolition of the structure, staff have worked with the owners on moving forward with permitting steps that would be required under either a relocation or demolition scenario.

BID REQUEST:

On April 30, 2021, the City published a request for bids to relocate the house to one of two locations: 1) the approximately 7,200-square-foot vacant property at the northwest quadrant of 2nd Street and 3rd Avenue (i.e., the southeast corner of the City Hall property that once contained a duplex); or 2) a to-be-determined location in Heritage Park proximate to an existing motor vehicle access point. The City also requested that bids include a cost estimate to move the Snyder-Moody House to an interim location at the Lakeside Christian Church parking lot, which the City currently leases (and which could be used as a storage site if additional time was needed for site preparation at the City Hall or Heritage Park sites). Prior to releasing the bid documents, other sites, including those within Juanita Bay Park and Juanita Beach Park, were also explored, but were rejected after preliminary conversations with house-moving experts due to the difficulty of moving large structures along the Market Street corridor (with its mature trees, median, and utility lines).

The bid requested cost estimates for “all reasonable and expected activities associated with relocating a historic building to a new location,” such as: structurally reinforcing the building prior to moving it; disconnecting utilities; securing all necessary permits; establishing a traffic control plan for transport of the building; scheduling, permitting and undertaking all utility and tree-trimming work needed to transport the structure; and placing the structure ultimately at one of the two final locations. The bid document also indicated that the City would be responsible for all site improvements (e.g., grading, foundation, utilities) at the final site (see Attachment 2, Bid Request).

On the bid deadline, May 11, two bids were received: one from Kings Environmental and one from Nickel Bros (see Table 1). The two bids are substantially different, which likely speaks to uncertainty relating to utility, traffic, and tree trimming costs associated with moving the structure along City streets. If City Council would like to move forward with relocation, and agrees that the structure should be moved to the City Hall site, staff would generally recommend the lower bid (from Nickel Bros), which would involve moving the Snyder-Moody House to the temporary church site and then to the City Hall property (with a cost estimate of \$332,804). Moving the structure directly to the City Hall site (without a stop at the interim church location) would be feasible, but would require some amount of site preparation (grading and the creation of vehicle access).

Table 1: Received Bids

Contractor	Relocate to City Hall Property	Relocate to Heritage Park	Relocate to Temporary Church Site, then City Hall Property	Relocate to Temporary Church Site, then Heritage Park
Kings Environmental	\$478,184	\$478,184	\$683,275	\$683,275
Nickel Bros	\$293,132	\$228,114	\$332,804	\$294,234

POTENTIAL REUSE OF STRUCTURE AND COST FOR OVERALL PROJECT:

City staff have not yet identified a specific use for the relocated Snyder-Moody House, but potential uses include affordable housing (the three-level house could be divided into a duplex or triplex), a rental facility (similar to Heritage Hall), or city staff and/or non-profit office space. The City Manager’s Office has reached out to local affordable housing organizations to explore the possibility of using affordable housing funding to convert the structure into two or more units of new affordable housing.

The Facilities Division has developed an initial estimated cost schedule for the entire project (excluding the relocation costs shown in Table 1), assuming ultimate relocation to the City Hall property, including site preparation, construction of a foundation, utility and stormwater improvements, and renovations to make the house habitable/usable (see Table 2). Taking into account relocation of the structure, total costs for the entire project are likely to be over \$1.3 million.

Table 2: Project Costs, Excluding Relocation

DESCRIPTION		AMOUNT
FOUNDATIONS		90,480
EXTERIOR CLOSURE		46,200
PLUMBING		5,000
HVAC		96,800
FIRE PROTECTION		18,060
ELECTRICAL		47,200
SPECIAL CONSTRUCTION		475,000
SITE PREPARATION		156,275
SITE IMPROVEMENTS		129,484
SITE CIVIL / MECHANICAL UTILITIES		115,775
SITE ELECTRICAL UTILITIES		110,000
GENERAL REQUIREMENTS		61,000
ESTIMATE SUBTOTAL		876,274
DESIGN CONTINGENCY @	15.00%	131,441
SUBTOTAL		1,007,715
GENERAL CONTRACTOR'S Overhead/Profit	7.50%	75,579
TOTAL		1,083,294

As noted above, no specific location has been identified for potential relocation of the structure in Heritage Park. Relocation within the park would require careful consideration of existing park programming and view impacts, and an amendment to the Heritage Park (Waverly Park) Master Plan adopted in 2003 would be required.

Specific budget sources for the relocation have not yet been identified, and City staff is exploring funding from affordable housing organizations. The City also has approximately \$1.4 million in Real Estate Excise Tax (REIT) funding which has been set aside for affordable housing.

Staff conducted a brief assessment of the City Hall site and concluded that it could physically accommodate the relocated Snyder-Moody House. The existing, approximately 7,200-square-foot site has an approximately 1,430-square-foot concrete pad, which is larger than the existing 1,050-square-foot footprint of the Snyder-Moody House (excluding patios). Taking into account a required 400-square-foot parking pad, and a 2-foot walkway around the house perimeter (comprising 230 square feet), the total projected lot coverage of the relocated house would be approximately 1,680 square feet and within the allowances established in the City Hall Master Plan.

NEXT STEPS:

The relocation of historic buildings in Kirkland is not a new phenomenon. According to the Kirkland Heritage Society, Ken Warnes, one of the founders of the Kirkland Heritage Society, saved several houses planned for demolition by relocating them. Heritage Hall (formerly the Church of Christ Scientist) was relocated from 1st Street in 2004. The Trueblood-Buchanan House (like the Snyder-Moody house, built around 1890) was relocated from 127 7th Avenue to 129 6th Avenue (just north of City Hall) in 2017. While relocating historic buildings has proven to be an important means of preserving a part of Kirkland's historic fabric in the midst of rapid redevelopment, it is a costly endeavor, and the costs of relocation are hard to precisely ascertain due to uncertainties regarding utility disconnection and re-connection, tree trimming, traffic/navigation planning, and other physical obstacles and challenges. If the building is not relocated, mitigation pursuant to SEPA would likely entail photo-documenting the historic architecture of the structure and installing a plaque to commemorate the structure's role in Kirkland's history. Staff is requesting that City Council identify additional information needs and provide direction on whether moving forward with the next steps in relocating the Snyder-Moody house is desirable.



Historic Inventory Report

Location

Field Site No. Sp-005

DAHP No.

Historic Name: Snyder House

Common Name: Moody House

Property Address: 514 10th Ave W, Kirkland, WA 98033

Comments:

Tax No./Parcel No. 388580-1682

Plat/Block/Lot KIRKLAND ADD

Acreage < 1 acre

Supplemental Map(s)

Township/Range/EW	Section	1/4 Sec	1/4 1/4 Sec	County	Quadrangle
T25R05E	06			King	KIRKLAND

Coordinate Reference

Easting: 1218193

Northing: 862552

Projection: Washington State Plane South

Datum: HARN (feet)

Identification

Survey Name: Kirkland 2012 Update of 1999 and 1991 Surveys

Date Recorded: 12/18/1991

Field Recorder: David Harvey

Owner's Name: NOWKA ANDREW J+SARAH B IMBA

Owner Address: 514 10th Avenue West

City: Kirkland

State: WA

Zip: 98033

Classification: Building

Resource Status:

Comments:

Survey/Inventory

Within a District? No

Contributing?

National Register:

Local District:

National Register District/Thematic Nomination Name:

Eligibility Status: Not Determined - SHPO

Determination Date: 1/1/0001

Determination Comments:

Monday, August 19, 2013

Page 1 of 4



Historic Inventory Report

Description

Historic Use: Domestic - Single Family House

Current Use: Domestic - Single Family House

Plan: Rectangle

Stories: 2

Structural System: Platform Frame

Changes to Plan: Extensive

Changes to Interior: Unknown

Changes to Original Cladding: Intact

Changes to Windows: Intact

Changes to Other:

Other (specify):

Style:

Cladding:

Roof Type:

Roof Material:

Vernacular

Wood - Drop Siding

Gable

Asphalt / Composition

Foundation:

Form/Type:

Unknown

Single Family

Narrative

Study Unit

Other

Community Planning/Development

Architecture/Landscape Architecture

Date of Construction:

1890 Built Date

Builder: Kirkland Land & Improvement Co.

Engineer:

Architect: Kellett, J.G.

Property appears to meet criteria for the National Register of Historic Places:No

Property is located in a potential historic district (National and/or local): No

Property potentially contributes to a historic district (National and/or local): No



Historic Inventory Report

Statement of Significance:

This house was one of a group of houses built by the Kirkland Land and Investment Company for upper management personnel of the Great Western Iron and Steel Mill. The plans for these "proper British Milltown" houses were brought from England by J. G. Kellet and were adapted by him to meet the needs of the area.

The earliest known owners of the house were the namely named Snyder who purchased the house in 1905 and were responsible for the major additions of the kitchen/sleeping area.

Update by Loita Hawkinson, April 2012: John George Kellett was the engineer for Peter Kirk and is credited for naming Kirkland after Mr. Kirk. The town of Kirkland was platted after the award winning town of Pullman, Illinois. It was platted for density with small quality homes for the work force. Larger homes were built for executives. The 1890 Kirkland Press Volume 1, Issue 1 reported that frame homes were about to be built. It is therefore thought that most of Kirkland's Kirk era homes were built in 1890 and not 1889. Work on the mill did not start until 1890 with the clearing of the land on Rose Hill. Andrew Jackson Snyder and Jennie Mae Fleming Snyder lived in the home with their son Augustus Fleming Snyder. Augustus was the step son of Andrew Snyder but Augustus took his name legally. Andrew died in Kirkland May 12, 1928 and Jennie continued to live in the home. Andrew had been a plumber with his own shop. Nothing is currently known about where this shop was. Jennie died May 3, 1950. Augustus Milton Snyder married late in life and died May 19, 1960 in Kirkland. In 1967, the home was vacant.

2012 Survey Update: Although the home has only moderate integrity, it appears that many of the changes may be over 50 years of age and historic in themselves; and that the residence is primarily eligible for its association with patterns of local history. Therefore it appears to be eligible for individual listing on the local register. DJP

Description of Physical Appearance:

The house is a two story wood frame structure which originally measured 23' by 24", but the later additions (1917) now measures 23' x 37'. There is a 4' x 6' extension of the second floor on the southwest corner which also served as the roof for the original small front porch.

The original windows that remain are double hung with six lights in the upper sash. The window trim is plain with a simple wooded entablature. Four of the major windows on the main floor have been replaced with large aluminum frame windows.

In 1917 a seven foot wide shed roofed veranda was added which runs the full length of the south and west facades. The supports are eight inch plane square posts. The solid railings are shiplap and the porch skirt is diagonal lattice. A bay with three aluminum frame windows projects into the veranda near the north end of the west façade. The 1917 addition to the rear of the house provides more kitch and bedroom space.

2012 Survey Update: The only change to the home since the survey of 1991 is the loss of an exterior chimney. The house retains moderate integrity. DJP

Major Bibliographic References:

King County historic Sites Survey, Moody House (file #0102), 1977.

Additional Biographical References: 1890 Kirkland Press; King County Archives; Washington State Archives; The Seattle Times; East Side Journal, Polk City Directories.



Historic Inventory Report

Photos



Northwest corner
2012



Northwest corner
1991

Page 111
Barbara Loomis

From: Robert Burke [rgburke2@verizon.net]
Sent: Thursday, May 20, 2010 9:21 AM
To: Barbara Loomis
Subject: Fw: Moody House, 10th Avenue West, Kirkland, WA

B
Got this when I opened up my computer this morning and noticed that you were not cc'd.
R

----- Original Message -----

From: [Loita Hawkinson](#)
To: [Koler, Julie](#)
Cc: [Tom Hitzroth](#) ; [Lynette Friberg](#) ; [Robert Burke](#)
Sent: Wednesday, May 19, 2010 11:02 PM
Subject: Moody House, 10th Avenue West, Kirkland, WA

Hi Julie and Bob and Lynette and Tom,
Windermere has called asking about the history of the Moody Home. I supplied what we have in our database. Now they have called again and asked if the new owner could tear it down or make changes. This is a 1890 Kirk era home and one of the four frame homes built during the Kirk boom year. (not years...but year. The Boom was short).

Below is the history:

THE MOODY HOME 514 10th Avenue West

This home was built by Kirkland Land and Improvement Company to house steel mill employees. It was purchased in 1906 by the Snyder family. Mrs. Snyder was Kirkland's first mail carrier, delivering mail by horse drawn wagon. Mrs. Snyder's son, Gus, remained in the house until his death in 1962. By 1974, the home was in serious disrepair when the Donald Moody family purchased it and began restoration.

The person that called is: Sonya with Windermere in the Kirkland office. Phone is: 425-803-9270. Whatever you can do to discourage the destruction of this home is vital. There were four frame homes built in 1890 and I think all are still homes: The Moody home, Loomis home, and two more...it is late or I would look them up too. We have the tax records for the four brick homes and the four frame homes. The Kellett home appears to be the only one built in 1889 because the boom did not start until 1890. Any positive direction you can give Windermere would be appreciated. Loita

This email scanned by MessageLabs.

5/20/2010

7. Don and Nancy Moody home

514 - 10th Avenue West

One of the woodframe homes built by the Kirkland Land and Improvement Company (founded by Peter Kirk) in 1889. In the early 1900's,

Mr. and Mrs. Jack Snyder lived in this home. Mrs. Snyder delivered

the mail ^{with a} IN A WAGON / TEAM OF 2 HORSES.

The home was OWNED by ^{the} Snyder family from 1905 to 1962.

Before the Snyders moved to Kirkland, they ~~owned a hotel~~ ^{OPERATED A BOARDING HOUSE} in Seattle at

Sixth and Pine (the present location of Frederick and Nelson). The

Kirkland home had displayed many fine pieces of furniture that had

once been in the ~~hotel~~ ^{B. House}. The Snyders son, Gus, and his wife, lived in

the home after the death of the senior Snyders; and it was after Gus

Snyder's death that ~~Mrs. Snyder~~ ^{the junior his wife} sold the home. It was acquired by the

Moody's in 1974, who promptly embarked on a

restoration campaign. ^{Because} The home is only partially restored, ^{four go-ers will} ~~but is a~~

have a unique opportunity to view and understand the work ~~fine example of the work work~~ ^{the} involved in restoration of an old home.

Left: Should this go on first??

700

07

Don and Nancy Moody home
514 10th Ave. W.

One of the woodframe homes built by the Kirkland Land and Improvement Company (founded by Peter Kirk) in 1889. In the early 1900's Mr and Mrs Jack Snyder lived in this home. Mrs Snyder delivered the mail in a wagon with a team of 2 horses. The home was owned by the Snyder family from 1905 to 1962. Before the Snyders moved to Kirkland, they operated a Boarding house in Seattle at Sixth and Pine. (The present site of Fredrick Nelson). The Kirkland home had displayed many fine pieces of furniture that had once been in the Boarding house. The Snyders son, Gus, and his wife, lived in the home after the death of the senior Snyders, and it was after Gus Snyders' death that his wife sold the home. It was acquired by the Moodys in 1974, who promptly embarked on a

restoration campaign. Because the home is only partially restored, tour-goers will have a unique opportunity to view and understand the work involved in the restoration of an old home.

MOODY HOUSE - 514 10th Avenue West

The Donald Moody home was built around 1889 by the Kirkland Land and Improvement Company for employees of Peter Kirk's Steel Mill. It is not known if or by whom the house was occupied between 1889 and 1906.

In 1906 the house was purchased by the A.J. Snyder family. Mrs. Snyder was Kirkland's first mail carrier and delivered the mail in a horse drawn mail wagon. The Snyder's son, Gus, remained in the house until his death in 1962. Between 1962 and 1974 when the moodies purchased the house it passed through several owners and fell into disrepair.

The goal of the Moodies is to restore the home to its original farm house charm while making it a comfortable home for their family. In 1978 a third story was added to a portion of the house to provide a masterbedroom and bathroom. ~~Tour given to comply~~

The original carriage house located behind the house was built in 1908. The present kitchen, fireplace, main floor bathroom (which is actually outside), and porch were all added to the original house around 1917.

Box - should mention

House was on tour in a parking restored condition - gives tour-goers an opportunity to see Before & After

Ann Astrey

Tour-goers who remember the home from 1977 have the opportunity to see an addition that has been sensitively integrated into the original house.

Contract Documents for:

Snyder-Moody House Relocation Job No. 16-21-PB



**City of Kirkland Department of Planning & Building
123 Fifth Avenue
Kirkland, Washington 98033**



SMALL PUBLIC WORKS PROJECT NOTICE

Subject: Snyder-Moody House Relocation, Job No. 16-21-PB

As you are listed in the Shared Small Works Roster as a contractor under the category of "Demolition/Deconstruction" and under the service of "Building and Structures Moving", the City of Kirkland is inviting you to submit a bid to serve as General Contractor for the subject project.

The work to be performed under this contract consists of furnishing all labor, tools materials, and equipment necessary for completion of the (scope of work).

- Sealed bids with bid bonds are due in the office of the Purchasing Agent at 12:00 PM on May 11, 2021. (There will not be a public bid opening for this project.)
- It is estimated that this project will be completed within 30 working days.
- Questions regarding the Project shall be submitted in writing to Adam Weinstein via e-mail at aweinstein@kirklandwa.gov. Questions via phone will not be accepted. Bidders shall submit questions no later than 12:00 PM on May 6, 2021.

The City of Kirkland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

Only bids from contractors listed on the Small Works Roster under the category of Demolition/Deconstruction and the service of Building and Structures Moving at the time of the bid opening will be considered for award of contract.

If you have any questions regarding this process, please contact me at (425) 587-3123.

Jay Gewin
Purchasing Agent



CITY OF KIRKLAND GENERAL TABLE OF CONTENTS

Invitation to Bid.....	(1)
General Information, Proposal & Contract.....	(6)

CITY OF KIRKLAND REQUEST FOR BID

Information for Bidders:

Notice is hereby given that the City of Kirkland Purchasing Agent will receive sealed bids at Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington, no later than 12:00:00 PM local time on May 11, 2021 for the project hereinafter referred to as:

Project Name: Snyder-Moody House Relocation Request for Bid #16-21-PB

The Project consists of relocating a historic building (the Snyder-Moody House, constructed in 1890 and located at 514 10th Ave W) to one of two new locations (see Site Location #1 and Site Location #2 on Attachment A). A discrete scope and budget should also be included for moving the historic building to an Interim Location at 701 1st Street prior to relocating it to its final location at either Site Location #1 or Site Location #2. A specific location with Site Location #2 (Heritage Park, 111 Waverly Way) has not been identified, but for the purposes of developing a bid, it should be assumed that the location is proximate to existing vehicular access (a roadway or parking lot). The bid for relocating the building to Site Location #1 should be considered the "base bid." Attachment A also contains photographs of the historic building (outside and interior). ***Please do not contact the owner.***

The bid shall include, but not be limited to, all the reasonable and expected activities associated with relocating a historic building to a new location, such as:

- Structurally reinforcing the building prior to moving it;
- Disconnecting utilities;
- Securing all necessary permits to allow the move and transport of the building to occur;
- Establishing a traffic control plan for transport of the building;
- Scheduling, permitting and undertaking all tree trimming and utility work needed to transport the building along city streets; and
- Placing the structure at the new site.

The City of Kirkland will install all site improvements (grading, foundation, utilities, etc.) for the building at the building's final resting spot. In addition, the bid should include costs associated with implementing the traffic control plan and tree trimming, and planning for these activities.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as equipment, labor, sales tax, permits, insurance, shipping, handling, fees, licensing, prevailing wages etc.

Bids Due: All bids must be received no later than 12:00:00 PM local time on May 11, 2021. Bids must be signed by an authorized company representative and submitted in a sealed envelope. Bids must be addressed to:

**City of Kirkland
Attn: Jay Gewin, Purchasing Agent
RFB No. 16-21-PB**

**123 5th Ave
Kirkland, WA 98033**

The City of Kirkland Purchasing Agent must receive sealed bids no later than specified time and date. Bid Proposals will be recorded with the time and date received, and secured, until the time set for the opening. There will be no public bid opening and reading for this project; bid results will be available on the City of Kirkland website within 24 hours of the bid due date. Bids received after such time will be returned unopened. Sealed Bids may be mailed or hand delivered. Bids sent via e-mail will not be accepted. Bids shall be valid for 90 days after due date. The City reserves the right to request further extensions if necessary.

Submit your bid on the enclosed Bid Proposal Form.

No bids may be withdrawn within Ninety (90) days after the actual date of the bid opening.

Bidder Checklist:

- Bid Proposal Form
- Bid Security
- Non-collusion Affidavit

Bid Documents: Bid Documents, including the Request for Bids are e-mailed directly to prospective bidders.

The Successful Bidder will be required to furnish the necessary Bond(s) for the faithful performance of the Work, as prescribed in the Bid Documents.

Contractor Registration:

Pursuant to RCW 39.06, the Bidder shall be registered and licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

To perform public work, the successful Bidder and Subcontractors, prior to Contract award, shall hold or obtain such licenses and registrations as required by State Statutes and Codes, and Federal and local laws and regulations and a City of Kirkland business license.

Bid Security:

Certified check, bank cashier's check or bid bond congruent with the Form of Bid Bond as identified in the "Instructions to Bidders" is required to be submitted with each proposal, in the amount equal to five percent (5%) of the total basic bid. Make bid security payable to the City of Kirkland, furnish bond executed by a licensed bonding agency authorized to do business in the locality of the Project.

Bid Preparation:

As requested by the City of Kirkland Public Works, this Small Works Roster Request for Bids (RFB) has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

Firms submitting bids shall be responsible for any and all costs and/or expenses associated with preparing and submitting the bids.

Questions:

ALL questions must be submitted in writing (E-mail is preferred). Questions and answers will be forwarded to all contractors solicited in this Small Works process. To make information available to all proposing suppliers, no questions will be entertained after 12:00 PM on May 6, 2021.

Questions regarding the specifications must be addressed to Adam Weinstein at aweinstein@kirklandwa.gov.

Questions regarding the bidding process must be submitted to Jay Gewin, Purchasing Agent at JGewin@kirklandwa.gov.

Questions may be mailed to either party at City of Kirkland, 123 5th Ave, Kirkland, WA 98033.

Selection and Award:

The work shall be awarded to the bidder who provides the lowest responsible priced bid per RCW 39.04.010.

The City of Kirkland reserves the right to reject any and all bids/bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City of Kirkland and the respondents to this solicitation have no appeal rights or procedures guaranteed to them. The City

of Kirkland reserves the right to conduct any necessary interviews for clarification purposes before final award.

The City reserves the option to make split awards or multiple awards. Bidders may bid on individual or multiple items.

City of Kirkland Bidder Responsibility Criteria:

It is the intent of City to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City to submit documentation demonstrating compliance with the criteria. The bidder must:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have:
 - a. Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). Meet responsibility criteria in RCW 39.04.350
5. Until December 31, 2017, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
6. For public works projects subject to the apprenticeship utilization requirements of RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.

Distribution of Bid Document and Addenda: This Small Works Roster Request for Bids (RFB) will be emailed directly to contractors under the appropriate category as determined by the City of Kirkland. Any addenda for this project will be e-mailed directly to all solicited contractors.

The following forms are to be executed after the contract is awarded:

1. Contract. This agreement is to be executed by the successful bidder.
2. Performance and Payment Bond. To be executed by the successful bidder and its surety company.

3. Contractor's Declaration of Option for Management of Statutory Retained Percentage; Retained Percentage Escrow Agreement. To be executed by the successful bidder based on bidder's selection of option.
4. Certificates of Insurance. To be executed by the successful bidder and by an acceptable insurance company. The City of Kirkland must be named as an additional insured.
5. Statement(s) of Intent to Pay Prevailing Wages. Affidavit certifying all employees of Contractor and Subcontractor shall be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Washington State Department of Labor and Industries.

SPECIAL NOTE: Prior to commencing work, the contractor and all subcontractors must have applied and paid for a City of Kirkland business license

Contract: The contract shall consist of the following documents: The Request for Bids (RFB), the accepted bid, any purchase orders issued by the City and any agreed upon written changes to any of the foregoing documents. The contract documents are complementary and what is called for in any one document shall be binding as if called for by all.

Compliance with Laws: The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

General Bid Information: Submission of the proposal will signify the firm's agreement that its proposal and the content thereof are valid for 90 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful firm.

Public Disclosure: Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed public records as defined in Chapter 42.56 RCW, Washington's Public Records Act ("PRA"). Any proposal containing language which purports to copyright the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to the PRA or this proposal, could be removed from consideration. The City does not accept responsibility for determining what the proposer may consider confidential or proprietary. Therefore, any information in the proposal that the proposer claims confidential and/or proprietary or otherwise exempt from disclosure under RCW 42.56.270 or any other provision of the PRA must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the pages and portions thereof must be clearly marked and identified. With the exception of lists of prospective proposers, and except to the extent otherwise required by law, the City will not disclose proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: portions of a proposal specifically designated as confidential and/or proprietary and therefore exempt from disclosure under the PRA until such time as the proposer has a reasonable opportunity to seek a court order preventing such disclosure.

Non-Collusion: The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Request for Bids. Supplier is to complete the attached Non-collusion affidavit

and submit it with the proposal.

Payment Terms: Net 45 days after delivery, acceptance, and receipt of invoice. Acceptance includes inspection and approval by City of Kirkland Public Works Department.

Non-Discrimination: The City of Kirkland requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the firm ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Jay Gewin
Purchasing Agent

GENERAL INFORMATION, PROPOSAL, & CONTRACT



City of Kirkland

Specifications:

BIDDING

As requested by the City of Kirkland Public Works, this Request for Bid ("RFB") has been issued for the sole purpose and intent of obtaining bid responses from responsive and responsible bidders.

EACH BID shall constitute an offer to the City of Kirkland as outlined herein. Bid prices will include all costs associated with the performance of the contract such as equipment, labor, sales tax, permits, insurance, shipping, handling, freight charges, etc.

Criterion: The Bidder shall demonstrate a proven ability to complete this project through documentation of similar past projects completed by the Bidding firm. Similar work shall include: work in natural areas and federally regulated sensitive areas which involved clearing, planting, mulching and irrigation and the protection of existing natural features. Each project shall have been completed within the past ten (10) years and at least two of the projects shall have been completed in Washington or Oregon and west of the Cascade mountain range. In addition, the supervisory and lead personnel shall have successfully performed and completed similar project work.

SCOPE OF WORK

The Project consists of relocating a historic building (the Snyder-Moody House, constructed in 1890 and located at 514 10th Ave W) to one of two new locations (see Site Location #1 and Site Location #2 on Attachment A). A discrete scope and budget should also be included for moving the historic building to an Interim Location at 701 1st Street prior to relocating it to its final location at either Site Location #1 or Site Location #2. A specific location with Site Location #2 (Heritage Park, 111 Waverly Way) has not been identified, but for the purposes of developing a bid, it should be assumed that the location is proximate to existing vehicular access (a roadway or parking lot). The bid for relocating the building to Site Location #1 should be considered the "base bid." Attachment A also contains photographs of the historic building (outside and interior). ***Please do not contact the owner.***

The bid shall include, but not be limited to, all the reasonable and expected activities associated with relocating a historic building to a new location, such as:

- Structurally reinforcing the building prior to moving it;
- Disconnecting utilities;
- Securing all necessary permits to allow the move and transport of the building to occur;
- Establishing a traffic control plan for transport of the building;
- Scheduling, permitting and undertaking all tree trimming and utility work needed to transport the building along city streets; and
- Placing the structure at the new site.

The City of Kirkland will install all site improvements (grading, foundation, utilities, etc.) for the building at the building's final resting spot. In addition, the bid should include costs associated with implementing the traffic control plan and tree trimming, and planning for these activities.

TENTATIVE SCHEDULE

4/30/21 - Request for Bid released

5/11/21 by 12:00 PM – Bids Due

June 2021 – Notice to Proceed

*** BID PROPOSAL FORM ***
RFB NUMBER XX-XX-XX
PROJECT NAME
REQUEST FOR BIDS

Contractor: _____

UBI: _____

Bidder shall submit one original sealed bid. Bids represent the amount proposed to be charged to the City for executing all work, including labor and materials, fees, insurance and bond costs, and costs associated with any requirements of the bid documents or contract documents.

Within the three-year period immediately preceding the date of the bid solicitation for this Project, bidder has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. Have received training on the requirements related to public works and prevailing wage under 39.04 and 39.12 RCW or have completed three or more public works projects and have had a valid business license in Washington for three or more years thus being exempt from the training requirements.

The undersigned bids and agrees to complete all construction of the **Snyder-Moody House Relocation; JOB NO. 16-21-PB** for the following. The bid for relocating the building to Site Location #1 should be considered the "base bid." Bids for relocating the building to Site Location #2 and the Interim Location should be considered "alternate bids."

Qty	Description	Total
	<u>Base Bid</u>	
1	Relocation to Site #1	\$_____ (Including tax)
	<u>Alternate</u>	
1	Relocation to Site #2	\$_____ (Including tax)
1	Relocation to interim location with final delivery to Site #1	\$_____ (Including tax)
2	Relocation to interim location with final delivery to Site #2	\$_____ (Including tax)

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

Contractor

Location or Place Executed: (City, State)

Signature of Authorized Representative

Name and title of person signing

Date

Contractor's Address:

Telephone Number

Fax Number

E-mail



BID DEPOSIT

Herewith find deposit in the form of a cashier's check or certified check in the amount of \$_____ which amount is not less than five percent (5%) of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and
 _____, as Surety, are held and firmly
 bound unto the City of Kirkland, as Obligee, in the penal sum of _____
 _____ dollars, for the payment of which the Principal and the
 Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these
 presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

Project Name _____

Job Number _____

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

Note: If a Bid Bond is provided, it must be accompanied by a power of attorney which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this Bid Bond.

**CITY OF KIRKLAND
NONCOLLUSION AFFIDAVIT
Snyder-Moody House Relocation
JOB NO. 16-21-PB**

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

The undersigned, being duly sworn, on oath deposes and says that the person(s), firm, association, partnership or corporation herein named has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

Firm Name

Authorized Signature

Type Name

Title

Sworn to before me, this _____ day of _____, 20__.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., ET. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

CITY OF KIRKLAND STATEMENT OF BIDDER'S QUALIFICATIONS

Contractor Name: _____ Contact: _____

Business Address: _____

Business phone: _____ Fax: _____

Number of years the Contractor has been engaged in the construction business under the present firm name: _____

Describe the general character of work performed by your company: _____

List five projects of a similar nature which Contractor has completed within the last 10 years. Include contract amount and contact information for references:

Project Name	Amount	Owner/Agency	Contact	Phone	Year Completed

List major equipment anticipated to be used on this project; indicate whether Contractor-owned or to be leased from others: _____

Bank reference(s): _____

Washington State Contractor Registration No.: _____

Uniform Business Identification No.: _____

I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of the City of Kirkland project should I become the successful bidder.

Authorized Signature: _____

Print Name: _____ Title: _____



GENERAL SERVICES AGREEMENT – Public Works (GSA 06/30/2020)

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and _____ (hereinafter the "Contractor"). In consideration of the mutual benefits and conditions set forth below, the parties agree as follows:

I. SERVICES PROVIDED

- A. The Contractor agrees to provide all necessary labor to perform the following services for the City: Work as described in Attachment __ to this agreement.
- B. Contractor acknowledges this is a Public Work as defined in RCW39.04.010(4) and agrees to comply with all relevant provisions of that chapter in performing this work, including but not limited to, providing the retainage, bonds and paying the prevailing wages required by that chapter.

II. CONDITIONS/ARRANGEMENTS

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above;
- B. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.
- C. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

III. DURATION

Contractor agrees to perform the services under this Agreement commencing upon acceptance of this Agreement, and with the anticipated start date of _____.

IV. PAYMENT

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$_____ as described in Attachment A. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

V. INDEPENDENT CONTRACTOR

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that Contractor is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations

imposed on Contractor as a result of Contractor's status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

VI. ASSIGNMENT

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without written prior consent to the City.

VII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

VIII. TERMINATION OF CONTRACT

The City or the Contractor may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

IX. HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent allowed by law the Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

X. LIABILITY INSURANCE COVERAGE

Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein, including insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage as described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.

F. Public Entity Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella Liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

1. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

G. Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XI. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. NOTICES/FORMAL COMMUNICATIONS

Written notices, requests, or grievances to the City shall be made to:
City of Kirkland _____, Attention: _____
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033.

XIII. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ Department for the City shall review and approve the Contractor's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Contractor, and shall coordinate all communications with the Contractor from the City.

XIV. ENTIRE AGREEMENT/MODIFICATION

This Agreement, together with all attachments or addenda, represents the entire and completely integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. CONFIRMATION OF CONTRACTOR ELIGIBILITY

Within the three-year period immediately preceding the date of the bid solicitation for this Project, Contractor has not been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

XVI. NON-ENDORSEMENT

As a result of the selection of a consultant to supply services to the City, the consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

XVII. NON-COLLUSION

By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Agreement.

XVIII. WAIVER

Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.

XIX. ASSIGNMENT AND SUBCONTRACT

The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

XX. DEBARMENT

Recipient certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds.

Agreed to and executed this _____ day of _____, 20_____.

By their signature below the Contractor also certifies (or declares) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:

CONTRACTOR

CITY OF KIRKLAND

(signature)

Tracey Dunlap, Deputy City Manager

Print Name _____

Date: _____

Address _____

City, Zip _____

APPROVED AS TO FORM:

Phone(s) _____

SS#/Tax ID# of Payee:

Kirkland City Attorney



PERFORMANCE BOND

Surety to have an A.M. Best rating of A:-VII or better.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that **CONTRACTOR NAME**, as Principal, and organized under the laws of the State of _____, (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) in the sum of _____ dollars (\$ _____), lawful money of the United States of America, plus the total amount of extra orders issued by the City to the Principal pursuant to the terms of the Contract referred to in the next succeeding paragraph hereof, for the payment whereof Principal and Surety bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been awarded, and is about to enter into, a written Contract with the City for **PROJECT NAME, Job #XX-XX-XX**, which is hereby made a part of this bond as if fully set forth herein;

NOW, THEREFORE, the condition of this bond is such that:

1. If the Principal shall completely and faithfully perform all of its obligations under the Contract, including any warranties required thereunder, and all modifications, amendments, additions, and alterations thereto, including modifications which increase the contract price or time for completion, with or without notice to the surety; and

2. If the Principal shall indemnify and hold the City harmless from any and all losses, liability, damages, claims, judgments, liens, costs, and fees of any type that the City may be subject to because of the failure or default of the Principal in the performance of any of the terms, conditions, or obligations of the Contract, including all modifications, amendments, additions, and alterations thereto, and any warranties required thereunder;

THEN THIS obligation shall be null and void; otherwise to remain in full force and effect. If the City shall declare Principal to be in default of the Contract, and shall so notify Surety, Surety shall, within a reasonable time which shall not exceed 14 days, except for good cause shown, notify the City in writing of the manner in which surety will satisfy its obligations under this Bond.

Nonpayment of the Bond premium will not invalidate this Bond nor shall the City be obligated for the payment thereof. The Surety hereby waives notice of any modification of the Contract or extension of time made by the City.

Signed this _____ day of _____, 20____.

Principal:	_____	Surety:	_____
By:	_____	By:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
City/Zip:	_____	City/Zip:	_____
Telephone: () _____		Telephone: () _____	

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.



LABOR, MATERIAL AND TAXES PAYMENT BOND

Surety to have an A.M. Best rating of A:-VII or better.

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that, **CONTRACTOR NAME**, as Principal, and _____, (insert name of surety), as Surety, a corporation duly organized under the laws of the State of _____ (insert Surety's state of incorporation), and authorized to do business as a surety in the State of Washington, are held and firmly bound unto the City of Kirkland (City) for the use and benefit of claimants as hereinafter defined, in the sum of _____ **Dollars (\$)** _____), lawful money of the United States of America, plus the total amount of any extra orders issued by the City, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded, and is about to enter into, a Contract with City of Kirkland for **PROJECT NAME, Job #XX-XX-XX**, which contract is by this reference made a part hereof;

WHEREAS, the contract is a public works contract, subject to the provisions of RCW Titles 39 and 60;

NOW, THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for (a) all labor and material used or reasonably required for use in the performance of the contract and (b) all taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions: A claimant is defined as and includes (a) a person claiming to have supplied labor or materials for the prosecution of the work provided for in the contract, including any person having direct contractual relationship with the contractor furnishing the bond or direct contractual relationship with any subcontractor, or an assignee of such person, (b) the state with respect to taxes incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due and (c) any other person or entity as allowed or required by law.

3. The Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full prior to Final Acceptance of the project, or materials were furnished by such claimant, has an action on this bond for such sum or sums as may be justly due claimant, and may have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit or action.

(Form continues on next page)

4. No suit or action shall be commenced hereunder by any claimant (except the state with respect to taxes, increases, and penalties incurred on the above-referenced contract under Titles 50, 51, and 82 RCW which may be due) unless the claimant has sent the written notice required under RCW Title 39 to the Principal and to the City's Purchasing Agent by registered or certified mail, or by hand delivery, no later than 30 days after Final Acceptance of the Project.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against the improvement, whether or not claim for the amount of such lien be presented under and against this bond.

The Surety hereby waives notice of any modification of the contract or extension of time made by the City.

Signed this _____ day of _____, 2____

Principal: _____ Surety: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

City/Zip: _____ City/Zip: _____

Telephone: () _____ Telephone: () _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make, execute, seal and deliver this performance bond.

END OF LABOR, MATERIAL AND TAXES PAYMENT BOND FORM

**CITY OF KIRKLAND
CONTRACTOR'S DECLARATION OF OPTION FOR
MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE**

Snyder-Moody House Relocation

JOB NO. 16-21-PB

Monies reserved under provisions of Chapter 60.28 RCW, at the option of the Contractor, shall be:

*Select
One*

- ☐ (1) Retained in a fund by the City. No interest will be earned on the retained percentage amount under this election.
- ☐ (2) Retainage Bond
- ☐ (3) Placed in escrow with a bank or trust company by the City. When the monies reserved are to be placed in escrow, the City will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and the bonds and securities held in escrow. (For the convenience of those Contractors choosing option (3) a City approved Form of Escrow Agreement is included on the next page and should be completed and submitted with the executed contract.)

The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

- ☐ (4) Deposited by the City in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of Kirkland. Interest on such account shall be paid to the contractor. Any fees incurred shall be the responsibility of the contractor.

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

RETAINAGE BOND
RETURN THIS FORM IF RETAINAGE BOND OPTION IS SELECTED

Contract Title	_____
Contract Number	_____
Contractor Name	_____

The Undersigned, _____, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and _____ organized and existing under the laws of the State of _____ and authorized to transact business in the State of Washington as Surety, are jointly and severally held and bound unto _____, hereinafter called Obligee, and are similarly held and bound unto the beneficiaries of the trust fund created by RCW 60.28, in the penal sum of

(\$ _____), Which is 5% of the principal's price on Contract ID _____.

WHEREAS, on the _____ day of _____, 2____, the said principal herein executed a contract with the Obligee, for the Contract specified above, Contract ID Number _____.

WHEREAS, said contract and RCW 60.28 require the Obligee to withhold from the Principal the sum of ____% from monies earned on estimates during the progress of the construction, herein after referred to as earned retained funds.

NOW WHEREAS, Principal has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW THEREFORE, the condition of the obligation is such that the Principal and Surety are held and bound unto the beneficiaries of the trust fund created by RCW 60.28 in the penal sum of _____ percent (____%) of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the trust fund purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect until release is authorized in writing by the Obligee. This bond and any proceeds therefrom shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

PROVIDED HOWEVER, that:

1. The liability of the surety under this bond shall not exceed 5% or 50% of the total amount earned by the Principal if no monies are retained by the Obligee on estimates during the progress of construction.
2. Any suit under this bond must be instituted within the time provided by applicable law.

Witness our hands this _____ day of _____, 2____.

SURETY

PRINICPAL

By: _____
Name/Title

By: _____
Name/Title

OF: _____

OF: _____

Surety Name and Local Office of Agent: _____

Surety Address and Phone of Local Office and Agent: _____

**CITY OF KIRKLAND
RETAINED PERCENTAGE ESCROW AGREEMENT**

Snyder-Moody House Relocation

JOB NO. 16-21-PB

Escrow No. _____

City of Kirkland
123 Fifth Avenue
Kirkland, Washington 98033

Contractor: _____

Address: _____

Project Description: _____

TO: Escrow Bank or Trust Company:

Name: _____

Address: _____

Attention: _____

The undersigned, _____, herein referred to as the Contractor, has directed the City of Kirkland to deliver to you its warrants, which shall be payable to you and the Contractor jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the Contractor jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City of Kirkland. Attached is a list of such bonds, or other securities approved by the City of Kirkland. Other bonds or securities, except stocks, may be selected by the Contractor, subject to the express written approval of the City of Kirkland. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so at the direction of the City of Kirkland and Contractor.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
3. You are not authorized to deliver to the Contractor all or any part of the securities held by you

pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the City of Kirkland's warrants) except in accordance with written instructions from the City of Kirkland. Compliance with such instructions shall relieve you of any further liability related thereto. The estimated completion date on the contract underlying this Escrow Agreement is _____.

4. The Contractor agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this agreement until and unless the City of Kirkland directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for hereinabove. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorneys fees occasioned by such default, delay, controversy, or litigation.

5. This agreement shall not be binding until executed by the Contractor and the City of Kirkland and accepted by you.
6. This instrument contains the entire agreement between you, the Contractor and the City of Kirkland, with respect to this escrow and you are not a part nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever, except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the parties hereto.
8. The Contractor's Federal Income Tax Identification number is _____.

**** Please note:** Written release will be issued by the Director of Finance & Administration. For further information, contact the Purchasing Agent at (425) 587-3123.

The undersigned have read and hereby approve the instructions as given above governing the administration of this escrow and do hereby execute this agreement on this ____ day of _____, 2____.

CONTRACTOR:

CITY OF KIRKLAND:

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Title

Title

Address: _____

123 Fifth Avenue
Kirkland, Washington 98033

The above escrow instructions received and accepted this ____ day of _____, 2____.

ESCROW BANK OR TRUST CO:

By: _____
Authorized Signature

Print or Type Name

Title

Securities Authorized by City of Kirkland (select one):

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal National Mortgage Association; and
5. Time deposits in commercial banks.

RETURN THIS SIGNED AGREEMENT TO:

City of Kirkland
Attn: Purchasing Agent
123 Fifth Avenue
Kirkland, Washington 98033

CITY OF KIRKLAND RETAINAGE RELEASE REQUIREMENTS

DOCUMENTS REQUIRED TO BE ON FILE PRIOR TO RELEASE OF RETAINAGE

1. Intent to Pay Prevailing Wage (Contractor must generation including for subcontractors)

Department of Labor/Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335

2. Notice of Completion of Public Works Contract (City generates)

Department of Revenue
Excise Tax Division
Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor must generate including for subcontractors)

Department of Labor/Industries

4. Certificate of Release - State Excise Tax by Public Works Contractor (Letter from State to City)

Department of Revenue
Department of Labor and Industries
Employment Security Department

5. Receipt for Payment in full or Release of Lien signed by Lien Claimant and filed with City (Responsibility of Contractor to obtain)

Claims against retainage or Payment Bond filed with City by any such subcontractor, workman, or material supplier.

6. Current insurance certificate through retainage release (Contractor generates)
7. Produce final invoice for retainage if bond is not selected (Contractor generates)

MOODY-SNYDER HOME RELOCATION SITE MAPS



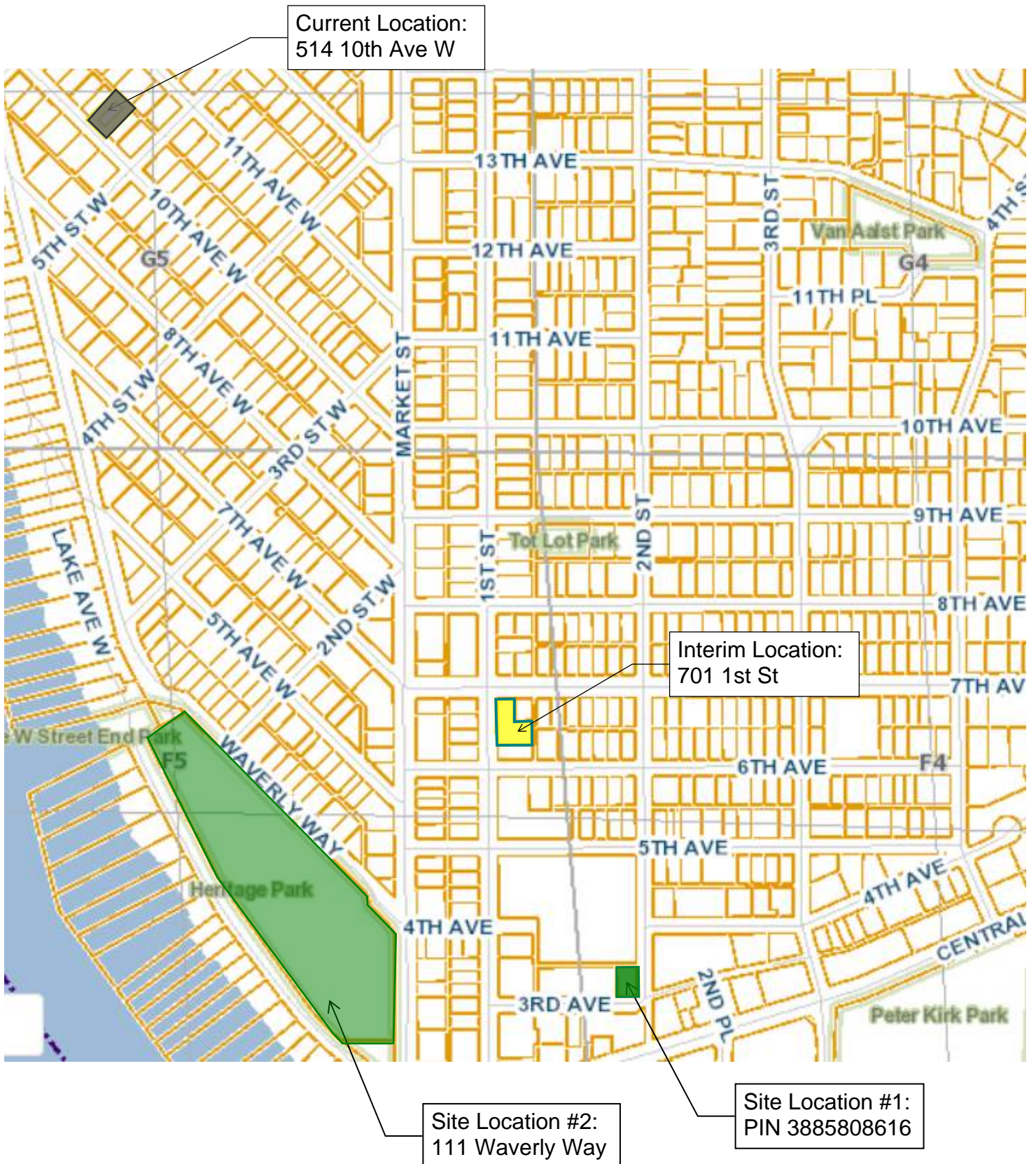
MOODY - SNYDER EXTERIOR



Page 151

MOODY - SNYDER INTERIOR





☆ Parcel PIN: 3885801682

CURRENT LOCATION

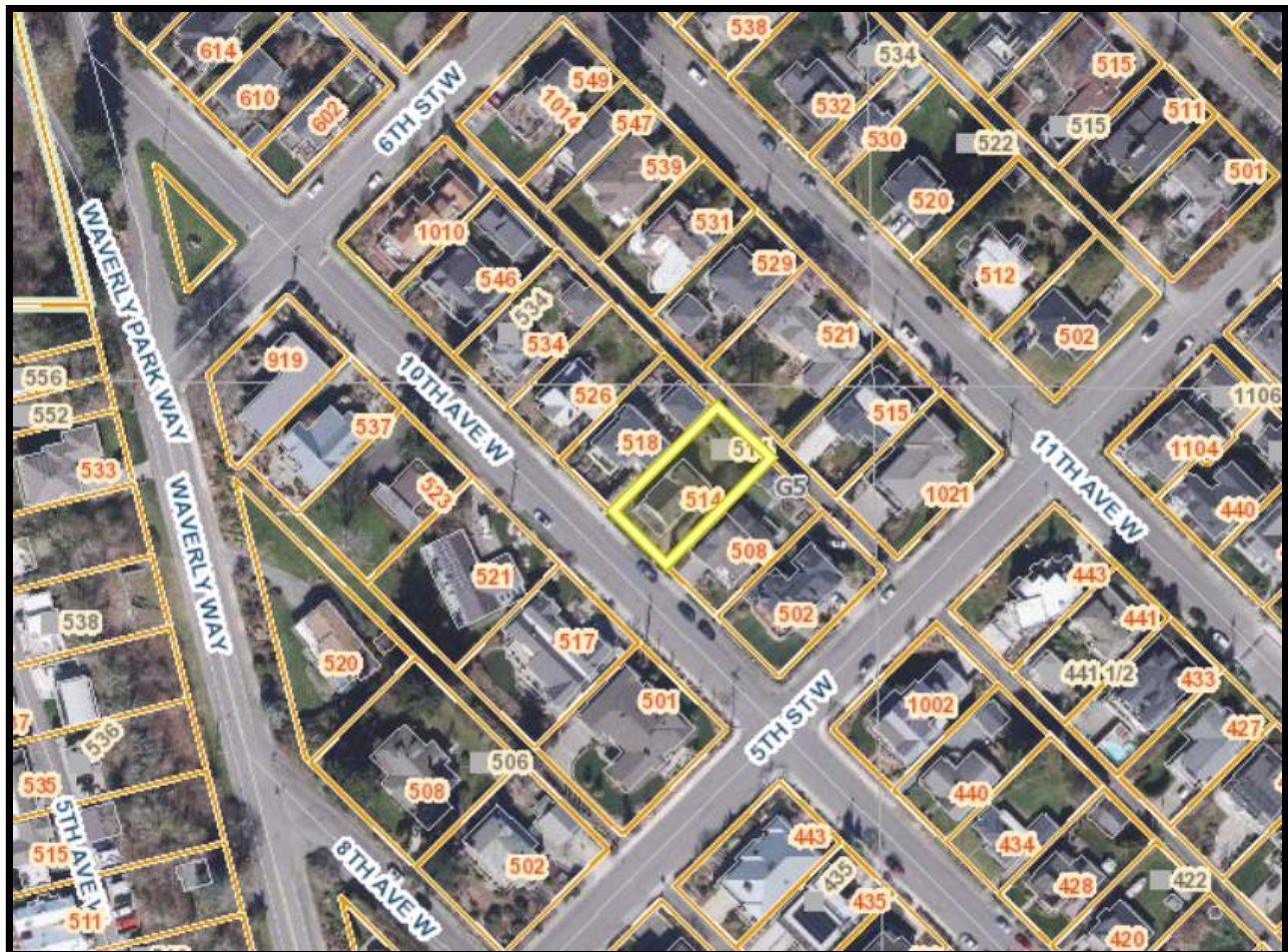
Site Address - 514 10TH AVE W

Zoning - RS 7.2, Low Density Residential

Neighborhood - Market

Sewer District - City of Kirkland

Water District - City of Kirkland



INTERIM LOCATION

★ Parcel PIN: 3885806745

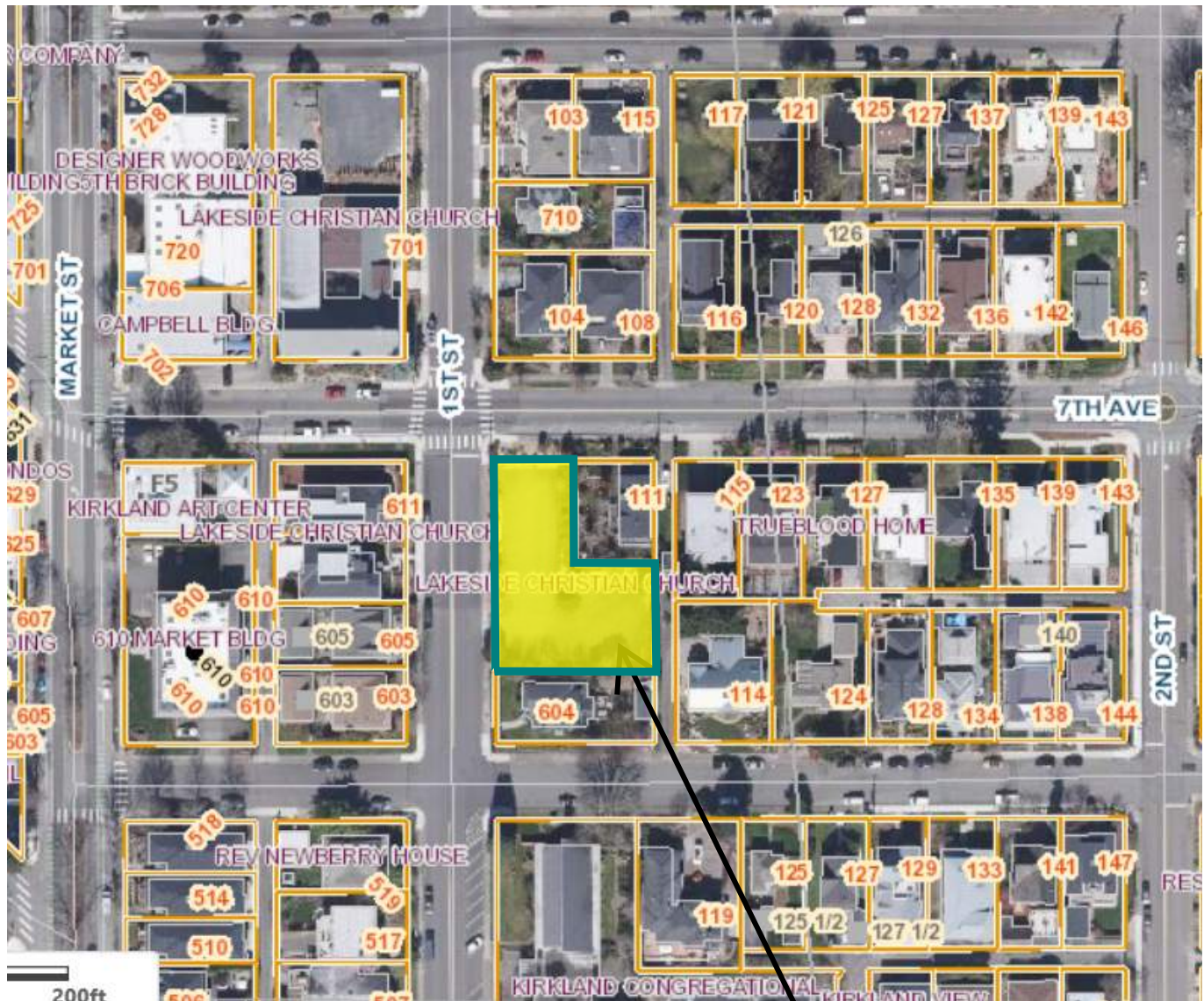
Site Address - 701 1ST ST

Zoning - RS 5.0, Low Density Residential

Neighborhood - Norkirk

Sewer District - City of Kirkland

Water District - City of Kirkland



Lakeside North
Church Parking Lot

Water District - City of Kirkland



SITE LOCATION #2

★ Parcel PIN: 3885800006

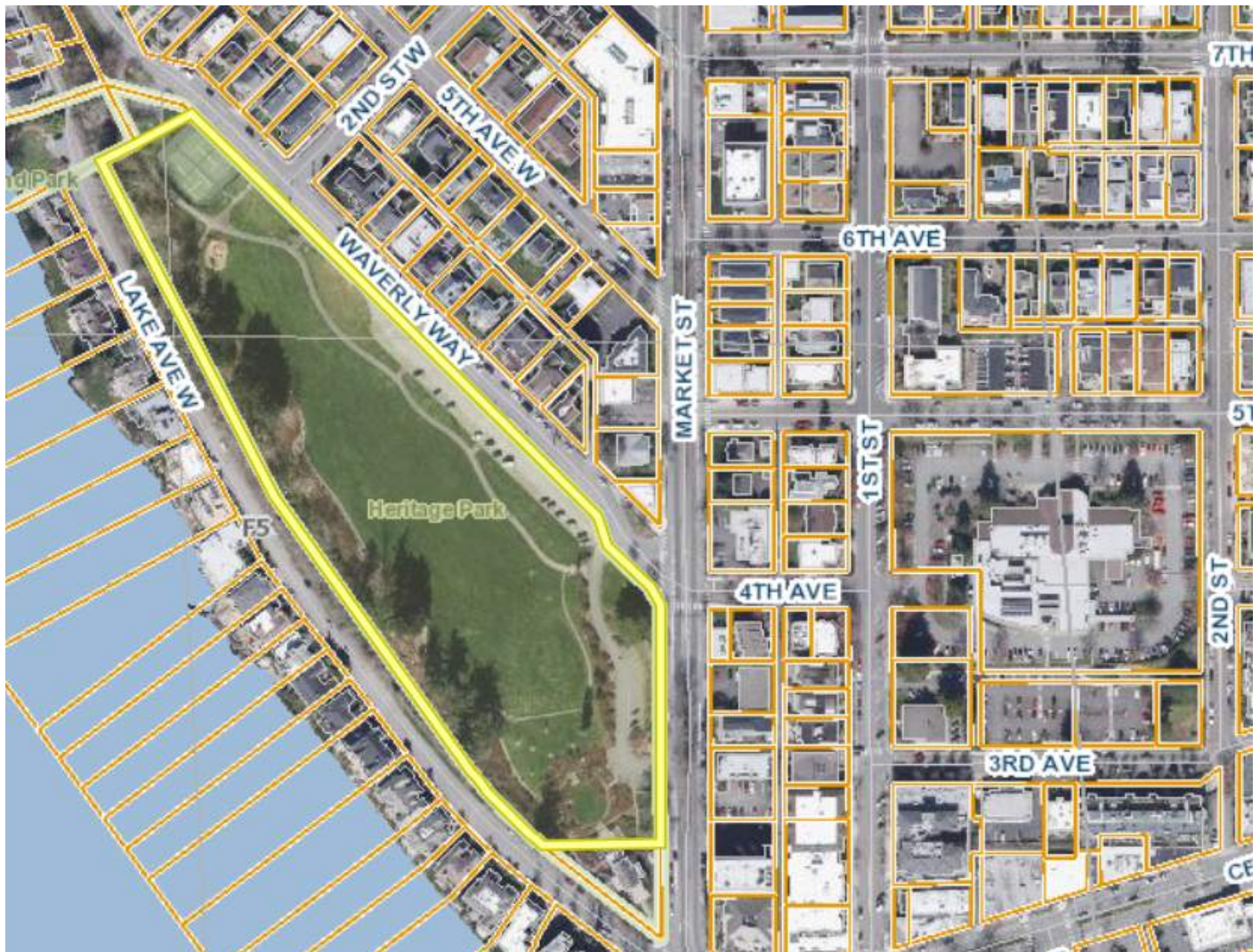
Site Address - 111 WAVERLY WAY

Zoning - P, Park/Open Space

Neighborhood - Market

Sewer District - City of Kirkland

Water District - City of Kirkland





CITY OF KIRKLAND
Department of Parks & Community Services
123 Fifth Avenue, Kirkland, WA 98033 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Brian Baker, Public Works Senior Capital Project Coordinator
Rod Steitzer, P.E., Capital Projects Manager
Julie Underwood, Director of Public Works
Lynn Zwaagstra, Director of Parks & Community Services

Date: May 20, 2021

Subject: 132nd SQUARE PARK DEVELOPMENT PROJECT—AWARD CONTRACT

RECOMMENDATION:

It is recommended that the City Council receive an update about the 132nd Square Park Development project and award the construction contract as recommended by staff to Allied Construction Associates, Inc., of Everett, Washington in the amount of \$8,219,069.85. The scope of the construction contract recommended by staff includes the base bid and two scope additions, which are discussed below.

BACKGROUND DISCUSSION:

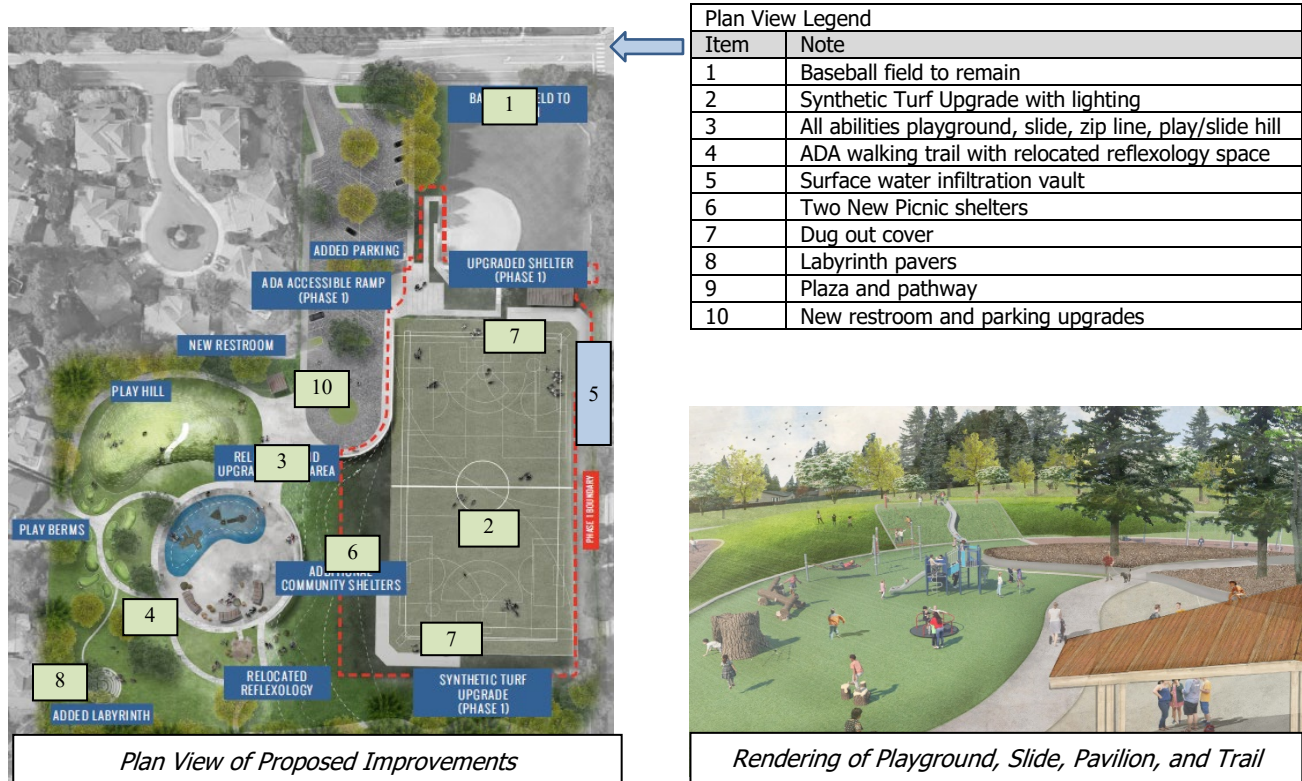
132nd Square Park is a 9.76-acre community park located in the Evergreen Hill neighborhood and provides a place for users to enjoy outdoor space, picnic, and participate in active and passive recreation (see Attachment A, Vicinity and Area Map). To improve those uses and expand park amenities, staff initiated a 2019 master plan process that included community engagement, design, and coordination with the Park Board. During that time, the City received two surface water control grants for the area, one from the Washington State Department of Ecology (ECY) and the other from the King County Flood Control District (KCFCD). Those grants focus on surface water quality and flow control improvements for 48.25 acres of park, roadway, and surrounding area surfaces. At its November 6, 2019 meeting ([link](#)), the City Council authorized staff to design the master plan with surface water improvements.

Recognizing the uncertainty and flux of market prices at the time, the project was designed with a base scope of work and optional scope additions. The base design included surface water controls and park improvements to this former King County park, including the installation of a synthetic turf play field with lighting to maximize time of year and hours of availability, an all-abilities playground, a slide, a zip line, and an ADA-compliant walking trail.

The surface water portion of the base design calls for the installation of an oil/water separator, filter cartridge system, and a concrete infiltration facility that will replenish the aquifer. The location and

design of the concrete infiltration facility, including maintenance access, allows for minimal park impact during maintenance operations and does not limit use of the proposed synthetic turf play field.

Optional improvements were two picnic shelters, covered dugout areas for sports participants and equipment, an automated parking gate, the replacement of existing baseball field fencing, labyrinth pavers, a concrete plaza, and concrete paths. (see park rendering images and itemization of optional scope additions below).



The project design complies with all federal, state, and local environmental and development requirements. In March 2021, the project received approvals for all 16 permits and on March 31, with a base bid engineer's estimate for construction of \$7,420,469.38, the project was advertised for construction bids. A public bid opening was held on April 27, 2021 and the following eight base bids were received (see Table 1, below).

Table 1: Project Base Bid Results

Contractor Name	Schedules A - C (Base Bid)
<i>Engineer's Estimate</i>	<i>\$ 7,420,469.38</i>
Allied Construction Associates	\$ 8,089,033.85
Wyser Construction Company	\$ 8,314,751.99
Interwest Construction	\$ 8,797,812.04
OMA Construction	\$ 9,043,991.68
Ohno	\$ 9,896,862.54
A1 Landscape	\$ 11,563,614.40
Titan Earthworks	\$ 11,326,359.64
C.A. Carry Corp.	\$ 13,188,313.93

The base low bid is \$668,564.47 (9.0%) higher than the engineer's estimate. Table 2 below details the construct cost differences, including tax, by funding source.

Table 2: Construction Base Bid Cost Difference by Fund Source

Item	Engineer's Estimate	Apparent Low Bid	Difference
Park Elements	\$ 4,420,566.94	\$ 4,808,409.85	\$ 387,852.91
Surface Water Elements	\$ 2,999,912.45	\$ 3,280,624.00	\$ 280,711.56
Total	\$ 7,420,469.38	\$ 8,089,033.85	\$ 668,564.47

A review of over 100 bid items revealed that market prices for material costs, particularly steel, were higher than expected. Higher cost items reflected in the bid include:

\$251,136	restroom
\$ 74,128	all-steel storage building
\$ 70,474	steel guard rail and fencing
\$299,419	mobilizing equipment and contractor costs to construct the project, much of this cost is driven by the stormwater portion of the project

Lower cost items, such as excavating the site, are also reflected in the bid; this item is \$326,066 lower than estimated because materials excavated on the site will be reused to create the play hill and level sport fields. Overall, the 100 plus bid items reflect a construct cost that is \$668,564.47 higher than estimated.

The apparent low bidder is Allied Construction. Staff checked references and determined that Allied Construction Associates Inc. is the lowest responsive and responsible bidder.

Table 3, below, shows construction costs for each optional element that were noted above.

Table 3: Bid Results for Park Optional Amenities

Park Amenity (bid Schedule D)	Construction Bid Including Tax	Soft Cost	Total
Two New Picnic Shelters	\$ 42,978.00	\$ 1,500.00	\$ 44,478.00
Dugout Covers	\$ 87,058.00	\$ 1,500.00	\$ 88,558.00
Automated Gate	\$ 24,244.00	\$ 1,000.00	\$ 25,244.00
Replacement Baseball Field Fencing	\$ 121,220.00	\$ 3,000.00	\$ 124,220.00
Labyrinth (Pavers)	\$ 42,978.00	\$ 500.00	\$ 43,478.00
Concrete Plaza ¹	\$ 42,978.00	\$ 1,000.00	\$ 43,978.00
Concrete Paths ¹	\$ 92,568.00	\$ 2,000.00	\$ 94,568.00
Total Cost (All Alternates)	\$ 454,024.00	\$ 10,500.00	\$ 464,524.00

Note 1: the more durable concrete option replaces the base bid asphalt surfacing

Parks and Public Works staff evaluated the bid results considering aspects of cost, amenities with highest potential use, and the amount of rework and cost that would be needed to install each of the amenities later. Based on that evaluation, staff recommends including the two new picnic shelters and dugout covers in the contract that is awarded. However, based upon the Council's discussion and direction, any combination of options could be awarded with additional funding.

Budget

The Project is funded through multiple sources as shown in Table 4, below.

Table 4: Project Funding

Item	Element Funds	Total
Kirkland Park Project (PKC1340000)	\$ 5,672,109	\$ 5,672,109
ECY Grant (SDC107000)	\$ 3,577,257	
KCFCF Grant (SDC107000)	\$ 1,109,085	
Surface Water Subtotal (SDC107000)	\$ 4,686,342	\$ 4,686,342
Total Project Funding		\$ 10,358,451

Using the base bid and recommended additional elements, Table 5, below, shows an itemized list of anticipated expenses and project funding.

Table 5: Project Funding and Anticipated Expenses as Recommended

Expense Items	Park Work (PKC134000)	Surface Water Work (SDC107000)	Anticipated Expenses
Design/Staff/Permitting	\$ 732,114	\$ 912,666	\$1,644,780
Artwork	\$ 56,700	\$ 0	\$ 56,700
Construction Management	\$ 215,704	\$ 427,035	\$ 642,739
Construction ¹	\$ 4,938,446	\$ 3,280,624	\$ 8,219,070
Contingency	\$493,845	\$ 328,061	\$ 821,906
Total Anticipated Expenses	\$6,436,809	\$4,948,386	\$ 11,385,195
Funding	\$ 5,672,109	\$4,686,342	\$ 10,358,451
Difference	\$(764,700)	\$(262,044)	\$(1,026,744)

Note 1: costs represent base bid plus recommended options

Table 5 illustrates that anticipated expenses for the recommended scope of work are greater than current funding levels. The increased costs are as follows:

\$ 798,601	base construction increase, picnic shelters, dug outs, and associated tax
\$ 54,974	maintain a 10% contingency for recommended construction elements
\$ 173,169	additional construction support services
\$1,026,744	Total

The support services were added to ensure installation of the infiltration system soil will meet surface water flows and to address the over 100 material approvals and inspections.

In the table, an additional \$262,044 of surface water funds would be combined with the \$4,686,342 of grant funds (Table 4) to complete the surface water project. An additional \$764,700 of general government funds would be needed to complete the base park work with the recommended optional park elements. With approval of the proposed funding adjustment, grant funds still represent 41% of the entire project.

The \$764,700 need can be funded with \$502,450 in Park Impact Fees and \$262,250 in REET 1 Reserves. The City has received \$1.05M in Park Impact Fees in 2021 to date, which is 87% of the annual budget. Based on this, staff recommends increasing the Park Impact Fee budget for the year to fund this project. REET 1 Reserves are available from funding that was originally set aside as a contingency for Fire Station 27. With the approval of the Fire Prop 1 levy, these REET 1 Reserves have been made available for other projects.

Award Options

As noted above, the bid includes several park optional amenities. Below are three options for the Council's consideration:

Option 1 (Recommended) Award base bid, two new picnic shelters, and dugout covers.

The estimated expenses and need for Option 1 are reflected below.

Item	Amount [with tax and soft costs]
Base scope for park and surface water	\$ 11,252,159
Two shelters and dugout cover option	\$ 133,036
Subtotal	\$ 11,385,195
Funding	\$ 10,358,451
Difference / need	\$ (1,026,744)

Award of Option 1 requires approval of funding as reflected on attached fiscal note.

Option 2 Award base bid and all optional amenities or any combination of optional scope elements.

The estimated expenses and need for Option 2 are reflected below.

Item	Amount [with tax and soft costs]
Base scope for park and surface water	\$ 11,252,159
All optional amenities	\$ 464,524
Subtotal	\$ 11,716,683
Funding	\$ 10,358,451
Difference / need	\$ (1,358,232)

Award of Option 2 would require an amended fiscal note to the one provided with this staff report. Additional REET would be the funding source for the \$331,000 difference.

Option 3 Reject contractor bids and re-advertise the project this coming autumn.

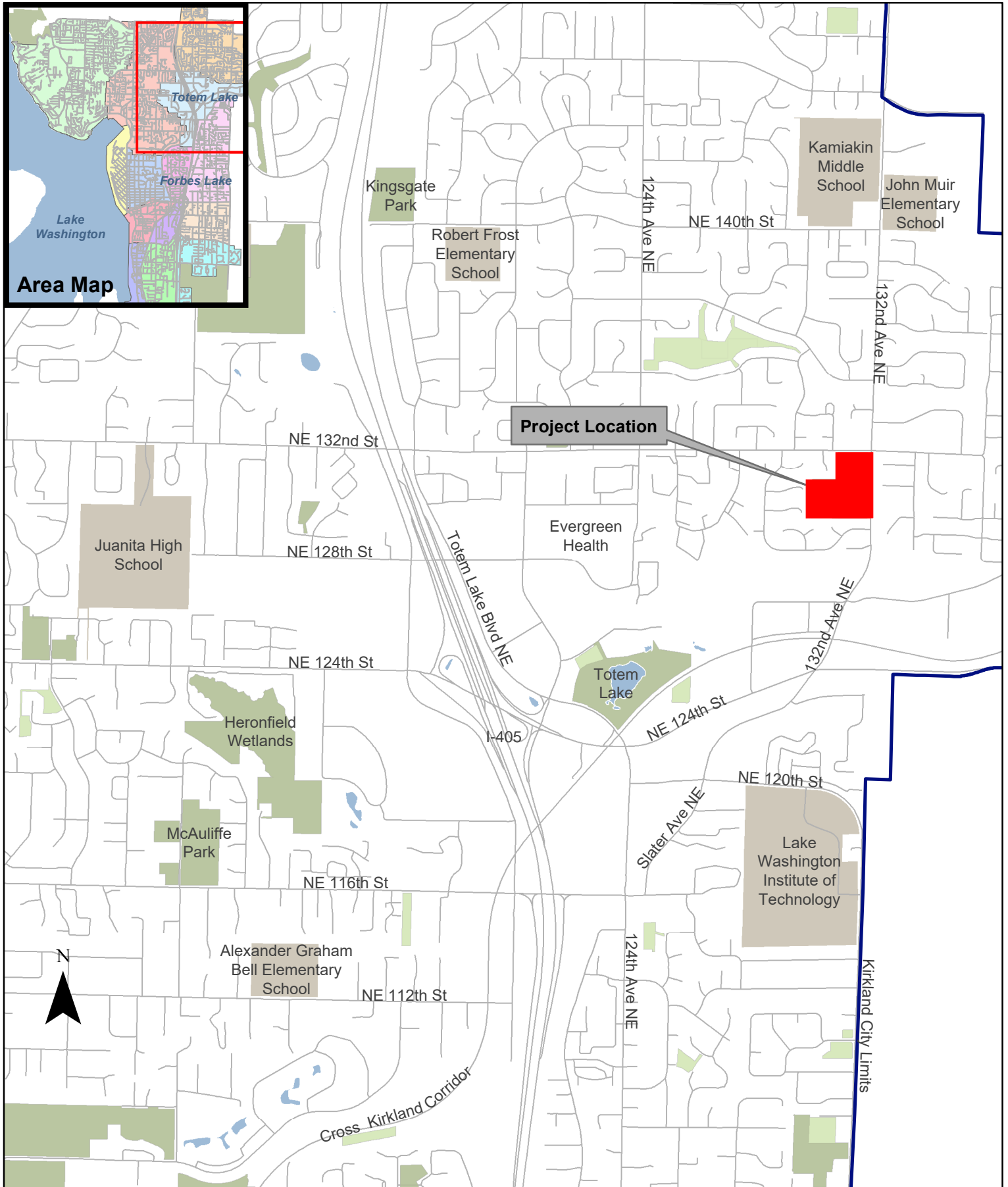
Because staff has been seeing increases in market pricing currently, Option 3 is not recommended.

Were the Council to approve of Option 1, staff anticipates construction would start by the end of June 2021. The project is expected to be substantially complete by June 2022.

Staff will continue to provide community outreach by notifying adjacent property owners with an informational mailer describing the upcoming project and timeline. This information, along with a regularly updated construction schedule also will be posted on the City's website.

Attachment A: Vicinity Map

Attachment B: Fiscal Note



FISCAL NOTE*CITY OF KIRKLAND*

Source of Request							
Julie Underwood, Director of Public Works							
Description of Request							
Project budget increases of \$764,700 for 132nd Square Park (PKC134000) and \$35,387 for 132nd Square Park Surface Water Retrofit (SDC1070000) . The request for PKC1340000 will increase the overall budget from \$5,672,200 to \$6,436,900, and will be funded with transfers from Park Impact Fees and REET 1 Reserves. The request for SDC1070000 will increase the overall budget from \$4,913,000 to \$4,948,387. The overall project budget increase of \$35,387 will be made up of two parts. First, the approved grant revenues will be decreased by \$226,657 to match revised amount from granting agencies. Second, \$262,044 will be funded with Surface Water Reserves.							
Legality/City Policy Basis							
Fiscal Impact							
<ul style="list-style-type: none"> - Recognize and transfer \$502,450 in Park Impact Fees to PKC1340000. - One-time transfer of \$262,250 in REET 1 Reserves to PKC1340000. - One-time transfer of \$262,044 from Surface Water Reserves to SDC1070000. 							
Recommended Funding Source(s)							
	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions	Amount This Request	Revised 2022 End Balance	2022 Target
Reserve	REET 1 Reserves	4,806,956	(555,000)	25,769	(262,250)	4,015,475	1,000,000
	Note: Prior authorized use of \$555,000 assumes approval of Lake & Kirkland fiscal note at the 5/18/21 Council meeting.						
Revenue/Exp Savings	Recognize \$502,450 in new Park Impact Fees due to updated revenue projections.						
Other Source							
Other Information							
- Decrease grant budgets in SDC1070000 by \$226,657 to match revised granting agency amounts.							

Prepared By	Robby Perkins-High, Financial Planning Supervisor	Date	May 26, 2021
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**CITY OF KIRKLAND****Public Works Department****123 Fifth Avenue, Kirkland, WA 98033 425.587.3800****www.kirklandwa.gov**

MEMORANDUM

To: Kurt Triplett, City Manager

From: Aaron McDonald, P.E., Senior Project Engineer
Rod Steitzer, P.E., Capital Projects Manager
Julie Underwood, Director of Public Works

Date: May 20, 2021

Subject: TOTEM LAKE BOULEVARD/120TH AVENUE NE PRESERVATION—BUDGET ADJUSTMENT

RECOMMENDATION:

It is recommended that the City Council receive an update about the Totem Lake Boulevard/120th Avenue NE Preservation Project and approve a budget adjustment of \$525,005. Funds are recommended to come from the Street Preservation Program (STC 006).

BACKGROUND DISCUSSION:

This project came to the City as a partnering opportunity with Northshore Utility District (NUD). NUD has planned utility improvements at the intersection of Totem Lake Boulevard/120th Avenue NE near the entrance to The Villages at Totem Lake (see Attachment A, Vicinity and Area Map).

This intersection is not regulated by the City because it is part of the I-405 system, and hence is regulated by the Washington State Department of Transportation (WSDOT). However, the local government is responsible for maintaining WSDOT's "limited access" areas. Obtaining a permit from WSDOT to use or make improvements to its limited access areas can be a challenge, so repaving this intersection was not part of the work the City recently completed for the Totem Lake Gateway project. Nevertheless, since NUD needed to obtain a permit from WSDOT for its utility work, and that work would require some paving to restore its work area, the City and NUD pursued a partnership so that the City could complete the motorized and non-motorized improvements here so that there would be continuous, consistent improvements from NE 124th Street to NE 128th Street. The scope of the City's work is larger than what is required to restore the utility work area. Partnering with NUD allows the City to complete the needed improvements at and near the intersection and to do so with efficiencies.

The City's aspect of the project will repair the pavement, curbing, sidewalk deficiencies, and street lights. It also will make ADA improvements and correct a curb line issue that stems from the construction of the intersection years ago.

This project was added to the 2019-2024 Capital Improvement Program. In March 2021, the City executed an interlocal agreement with NUD (see Attachment B, Interlocal Agreement). The agreement identifies NUD as the lead agency for administration and contractor procurement, and outlines cost sharing between NUD and the City for inspection, administration, and common construction activities such as traffic control. City staff also will be involved in the construction management phase of the project. A plan detailing the City's improvements can be viewed as Exhibit B to Attachment B.

Funding:

Kirkland identified \$555,000 of Street Preservation funds in the 2019-2024 CIP for its portion of the project. NUD identified \$712,107 for its portion for total joint project funding of \$1,267,107.

As the lead agency, NUD began advertising for construction bids on April 14, 2021. On April 28th, bids were opened with the bid results shown in Table 1, below.

Table 1: Bid Results

Bidder	City Portion (STC006900)	NUD Portion	Total Bid
Shoreline Construction	\$ 740,843.25	\$ 481,766.25	\$ 1,222,609.50
Engineer's Estimate	\$ 476,399.25	\$ 786,083.55	\$ 1,262,482.80
RAZZ Construction	\$ 671,437.65	\$ 889,699.10	\$ 1,561,136.75

A review of the bid concluded that the bid costs reflect current market rates. Costs for oil (for asphalt), plastics (for storm drainage materials), and wood (for concrete form materials) all have increased substantially. Another cost factor in the bid is traffic control. Because the work is within the WSDOT limited access area, traffic control costs are substantial to meet WSDOT requirements. Soft costs for this project have also increased mostly due to the need for a cantilevered sidewalk section over the Totem Lake sensitive area outfall. The cantilevered sidewalk segment is part of the Totem Lake Circulator sidewalk system. Redesign and work involving sensitive areas have increased by \$100,000.

Reference checks were completed satisfactorily, and Kirkland has had a long history of working with Shoreline Construction. Shoreline specializes in utility work, not paving work, so the majority of the City's work will be performed by a subcontractor to Shoreline.

Using the low bid received, the estimated cost to complete the City's portion of the project is \$1,080,005, as shown in Table 2, below.

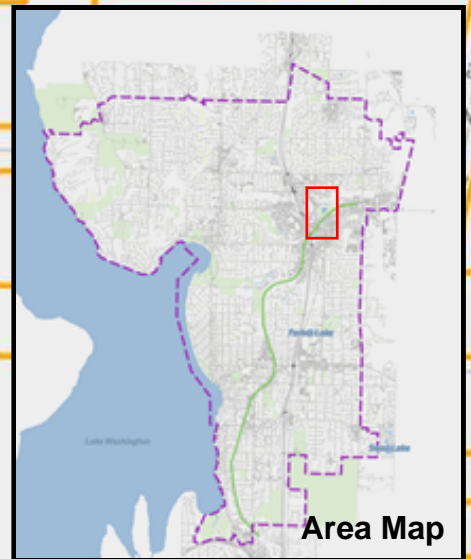
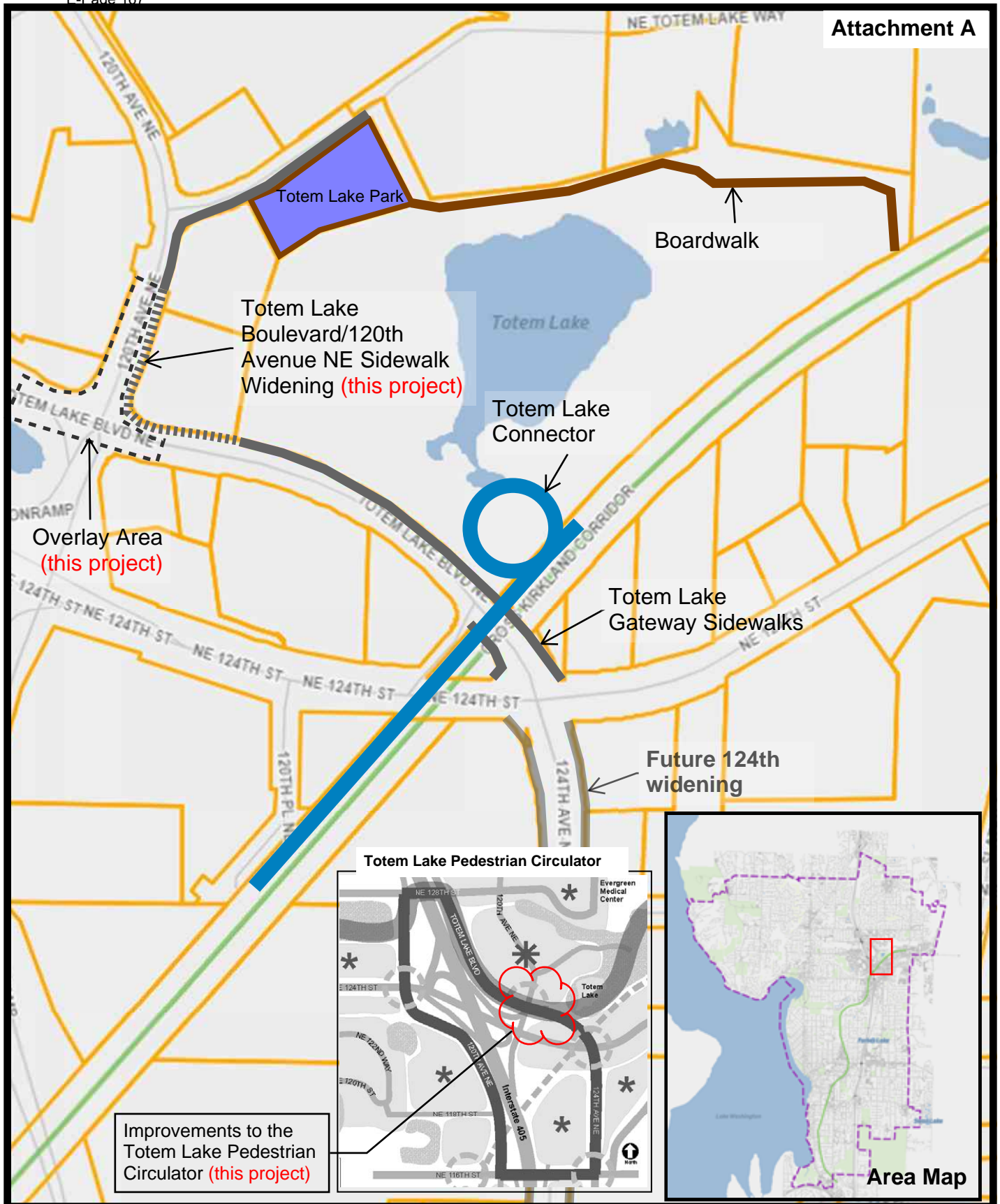
Table 2: Estimated Project Cost—Kirkland's Portion

Item	Amount
Consultants	\$ 235,077
Staff	\$ 30,001
Construction	\$ 740,843
Contingency (10% of construction)	\$ 74,084
Total	\$ 1,080,005
Current Funding	\$ 555,000
Difference	\$ 525,005

Although the estimated cost difference is significant, construction costs at this time are continuing to increase. The City's aspect of the project will complete a key transportation corridor and will complement the other public and private investment that have been made to transform the Totem Lake area.

For these reasons, staff recommends adjusting the current budget to \$1,080,005 to undertake this project. Because the project was funded using Street Preservation funds, staff is recommending that the remaining 2020 Street Preservation funds be used for the \$525,005 difference (see Attachment C, Fiscal Note). The project has been determined eligible to use Street Levy Preservation Funds. Any remaining funds will be returned to the appropriate source upon project completion and close-out.

Attachment A: Vicinity and Area Map
Attachment B: Interlocal Agreement
Attachment C: Fiscal Note



Vicinity and Area Map

Totem Lake Boulevard & 120th Avenue NE Preservation

**NORTHSHORE UTILITY DISTRICT –
CITY OF KIRKLAND
INTERLOCAL AGREEMENT**

**FOR INCORPORATION OF THE CITY OF KIRKLAND'S TOTEM LAKE
INTERSECTION IMPROVEMENTS INTO NORTHSHORE UTILITY
DISTRICT'S TOTEM LAKE UTILITY IMPROVEMENTS PROJECT**

Northshore Utility District (hereinafter the "District") and the CITY OF KIRKLAND (hereinafter the "City"), both municipal corporations, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) do hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide for the construction by the District of the City's Totem Lake Intersection Improvements (hereinafter the "Road Work") in the vicinity of 120th Ave NE and Totem Lake Blvd, as identified in Exhibit B, and for payment by the City to the District for all costs, including design and construction, incurred by the District for the Road Work, including some portion of shared costs as identified in Exhibit A. The Road Work design will be incorporated into the District-approved construction drawings for the Totem Lake Utility Improvements Project (hereinafter the "Utility Project"). The parties have determined that it is in their mutual best interest to coordinate the Road Work in conjunction with the Utility Project.

2. THE PROJECT

The parties hereby agree that the City's planned designs for the Road Work will be incorporated by the District into the District's plans for the Utility Project. The District's construction of the City's Road Work will be performed in accordance with the design approved by the City, which design(s) will be produced by the District and approved by the City's professional engineering representative. The District's Utility Project and the City's Road Work are hereinafter jointly referred to as "the Project."

3. THE CONSTRUCTION PROCEDURE AND COMPENSATION

a. Engineering and Design

The City will provide the District with necessary information on the planned design for the Road Work. The District will administer design of the Road Work and provide designs for City approval. The District shall incorporate the City-approved plans, specifications, standard details and schedule of items for the Road Work into the construction contract set for bidding purposes, and shall do so in such a manner as to allow the identification of costs for the Road Work. In the event the City's plans for the Road Work conflict with the District plans for the Utility Project, the City and District agree to work cooperatively to resolve the conflicts. The City shall review the plans, specifications, standard details and bid item schedule for the Project at each phase of the design process.

The City shall be responsible for the reimbursement for the District's outside project management, including, design, bidding services and construction management (Allied) costs associated with the Road Work, including any changes or delays caused by the City. The City's share shall be based on the proportional amount of the Road Work to the overall Project. This work will be performed by the District, the District's design and inspection consultants, and the District's contractor.

Northshore Utility District – CITY OF KIRKLAND Interlocal Agreement
TOTEM LAKE UTILITY IMPROVEMENTS PROJECT
Page 2

b. Inspection and Testing

The District will provide construction observation services for the Road Work, except that the City will provide construction observation services for the sidewalk portion of the Road Work. When City field personnel are performing such inspection services, they will report to the District's Inspector. Any issues with the Contractor will be brought to the attention of the District's Inspector. City field personnel will be required to complete all required documentation (IDRs, Field Note records and any other forms) and submit them electronically to the District. All construction documentation will be managed through the District's consultant.

The City will also be responsible for testing of the sidewalk portion of the Road Work, if such testing is deemed necessary by the City, except that the District will perform HMA compaction testing. The City will be responsible for any and all excess costs incurred by the District as a direct result of the City's failure to timely inspect and test the Road Work performed by the contractor. Compaction requirements of the City will be incorporated with those of the District. The District's consultant will perform compaction testing on the Road Work on behalf of the City at City's expense.

c. Contractor Selection

Once the parties have an agreed-upon construction contract set, the District shall call for bids for performing the Project. The Road Work will be advertised as a separate bid schedule that will be part of the Base Bid for award. The City will be given the opportunity to review and comment on the low bidder; however the District will have sole discretion regarding the selection of the contractor.

d. District as Contracting Agency

The District shall serve as the contracting agency during construction for the parties and shall generally manage and oversee the construction of the City's Road Work in conjunction with the Project. The District shall comply with all Public Works contracting and reporting requirements.

e. Change Orders

The District, in consultation with the City, may approve changes in those parts of the construction contract providing for the Road Work, provided that if any change order would change the nature of the work or would cause that portion of the contract price attributable to such work to increase by more than \$10,000.00 or cumulatively more than four percent (4%) of the original contract amount attributable to the Road Work, the City's prior written consent to the change orders shall be obtained, which consent shall not be unreasonably withheld. In the event that consent is unreasonably withheld, the City will be held responsible for all liability incurred by the District resulting from such withholding of consent. The District shall immediately provide the City with copies of all requests for change orders and executed change orders associated with Road Work regardless of the dollar amount of the change order.

f. Payment Procedure

The District shall provide the City with no more than monthly progress billings for the outside project management, inspection and construction of that portion of the Project attributable to the City's Road Work. The District and City will review and reach agreement upon progress and proposed disbursements to Project consultants and contractors. The City

Northshore Utility District – CITY OF KIRKLAND Interlocal Agreement
TOTEM LAKE UTILITY IMPROVEMENTS PROJECT
Page 3

shall pay the District for all costs associated with the Road Work, as provided in the construction contract bid (as adjusted by authorized amendment or change order), based upon agreed upon progress, within forty-five (45) days of receipt of each billing.

g. Payments to Contractor

The District shall make all disbursements to Project contractors and consultants contracted directly with the District.

h. Final Acceptance

That portion of the contractor's work consisting of the City's Road Work shall not be given final acceptance until it is approved in writing by the District and the City. Neither party shall unreasonably withhold approval for final acceptance hereto. The Road Work shall become the property of the City upon final acceptance. The District agrees to assign all warranties related to the Road Work to the City.

i. Staff Time, Costs, and Incidental Expenses

At all times material hereto, the parties shall separately bear their own staff time, engineering costs, and incidental expenses except as specifically provided elsewhere in this Agreement.

Should any claims by the Contractor arise related to the Road Work portion of the Project, the District shall handle and administer such claims in the same manner as it would handle any other claims on the Project and the City shall reimburse the District for all expenses associated with handling of such claims. The District shall immediately notify the City and keep it informed as to the progress of the claim. The City will provide guidance to the District regarding proposed terms of settlement. Any decision regarding the settlement or prosecution of a claim shall be approved by the City prior to being finalized. If the City and the District cannot agree as to the prosecution or settlement of a claim, the City may elect to prosecute or defend the claim and, if the City so elects, the District will assign and cooperate with the City on such claims to the City. If the City so elects to accept the District's assignment of such claims, the City agrees to pay all costs of prosecution or defense and to defend, indemnify and hold harmless the District from all damages the District suffers directly arising from the City's decision to prosecute or defend of the claim rather than to settle.

j. Other Costs

Other costs to the District and to be reimbursed by the City shall include proportional shares of Schedule A bid item costs (TBD) and Construction Management Consultant Services provided by the District (see Exhibit A for pre-construction estimate of cost). Reimbursement requests shall be based upon actual costs, substantiated by contract unit prices, invoices or other verification of the actual costs suitable to the City for authorization of payment. Actual time of payment shall be as stated in section "f" above.

4. DISPUTE RESOLUTION

The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement so that the purposes of this Agreement are not frustrated. The Parties' designated representatives for purposes of the dispute resolution process in this Section will be the persons identified in Section 5 to receive notice for the District and the City, or such other persons as they may designate in writing from time to time. In the event the parties cannot resolve the dispute, mediation must be requested by the other party before the requesting party can seek relief in a court of law.

Northshore Utility District – CITY OF KIRKLAND Interlocal Agreement
 TOTEM LAKE UTILITY IMPROVEMENTS PROJECT
 Page 4

5. INDEMNIFICATION AND INSURANCE

- a. The District shall require the Contractor building the Project and the Consultant(s) designing and managing the Project to have City of Kirkland, its elected officials, officers, agents and employees named as additional insureds on all policies of insurance to be maintained by contractor(s) under the terms of any Project contract(s) with the District, which terms must be reviewed and approved by the City. The Contractor building the Project shall be required to maintain Commercial General Liability, Automobile, and Worker's Compensation Insurance. Upon request, the District must provide the City with a copy of the insurance documents demonstrating the City's additional insured status.
- b. The District shall require Contractor building the Project and the Consultant(s) designing and managing the Project to indemnify, defend, and save harmless the City and its elected officials, officers, agents and employees from any claim filed against the City or its elected officials, officers, agents, or employees alleging damage or injury arising out of the contractor's participation in the Project.
- c. The District shall require Contractor building the 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 City, County, and State regulations, ordinances, orders, and codes regarding safety.

5. NOTICES AND OTHER COMMUNICATIONS

All notices and other formal communications to be delivered under this Agreement shall be mailed or delivered to the following:

City of Kirkland
 Julie Underwood, Public Works Director
 or her designee
 123 Fifth Avenue
 Kirkland, Washington 98033

Northshore Utility District
 Stephen Dennehy, Engineering Director
 or his designee
 P.O. Box 489
 Kenmore, Washington 98028 - 0489

Provided, however, the parties may change their respective designation of representatives by written notification to one another.

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

The date of this Agreement is March 31, 2021.

City of Kirkland

Northshore Utility District

Tracy Annala
 Deputy City Manager

 General Manager

Approved as to form:

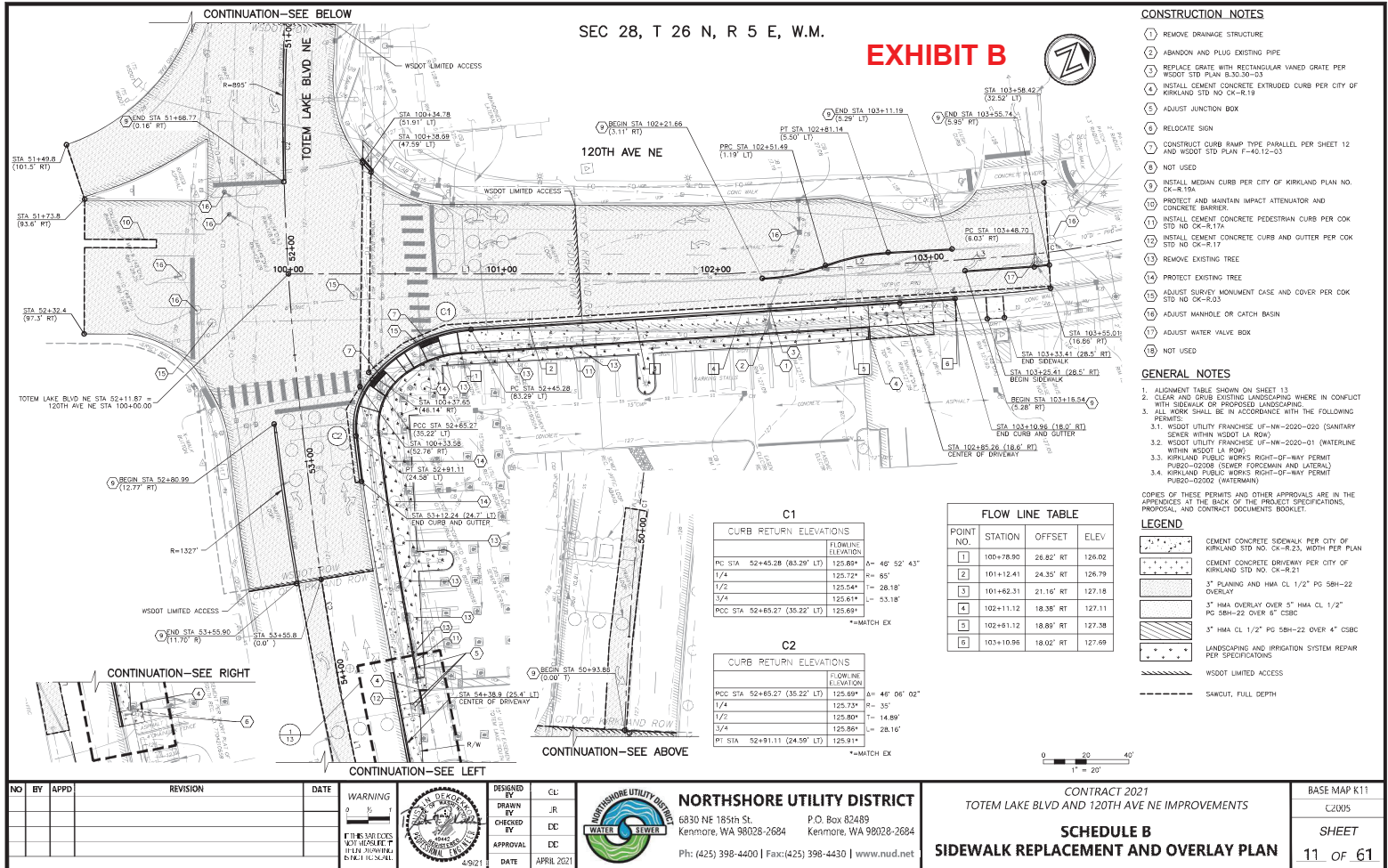
Approved as to form:

 City Attorney

 Northshore Utility District Attorney

<div style="display: flex; align-items: center;">  <div> Northshore Utility District Contract 2020-01: Totem Lake Blvd/120 Intersection Improvements Estimated Construction & Shared Cost November 20, 2020 </div> </div>							
Item	Description	Units	Quantity	Engineer's Estimate		District Costs	City Costs
				Unit Price	Contract Amount		
1. Miscellaneous					\$ 123,920	\$ 83,710	\$ 40,210
1.1 Mobilization		LS	1	\$ 80,000	\$ 80,000	\$ 40,000	\$ 40,000
1.2 Trench Safety Systems, 16-inch Sewer Force Main, 450 LF		LF	450	\$ 60	\$ 27,000	\$ 27,000	
1.3 Trench Safety System, 6" and 8" pipelines, 450 LF		LF	450	\$ 20	\$ 9,000	\$ 9,000	
1.4 Inlet Protection		EA	6	\$ 70	\$ 420	\$ 210	\$ 210
1.5 Pothole Existing Utilities		EA	10	\$ 750	\$ 7,500	\$ 7,500	
2. Traffic Control					\$ 106,205	\$ 53,103	\$ 53,103
2.1 Traffic Control, signage		SF	453	\$ 10	\$ 4,530	\$ 2,265	\$ 2,265
2.2 Traffic Control, signage, specialty		SF	110	\$ 15	\$ 1,650	\$ 825	\$ 825
2.3 Traffic Control, flaggers -- (two flaggers at \$65/hr, each)		DAY	30	\$ 1,100	\$ 33,000	\$ 16,500	\$ 16,500
2.4 Traffic Control, upo -- (two UPOs at \$100/hr, each)		DAY	30	\$ 1,600	\$ 48,000	\$ 24,000	\$ 24,000
2.5 Traffic Control, PCMS		MO	4	\$ 2,000	\$ 8,000	\$ 4,000	\$ 4,000
2.6 Traffic Control, barricade, Type 3		EA	5	\$ 165	\$ 825	\$ 413	\$ 413
2.7 Traffic Control, drum, w/blinking light		EA	136	\$ 75	\$ 10,200	\$ 5,100	\$ 5,100
3. Sidewalk, Curb and Gutter, Driveway					\$ 223,048	\$ 6,611	\$ 217,537
3.1 Remove Cement Concrete Sidewalk, 5 feet wide -- 475 LF		SY	265	\$ 20	\$ 5,300	\$ 265	\$ 5,035
3.1A Remove ADA Ramps		SY	65	\$ 65	\$ 4,225	\$ 211	\$ 4,014
3.2 Remove Cement Concrete Curb and Gutter -- 360 LF		LF	410	\$ 10	\$ 4,100	\$ 205	\$ 3,895
3.2B Remove Cement Concrete Driveway (incl. curb+gutter)		SY	105	\$ 105	\$ 11,025	\$ 551	\$ 10,474
3.3 Cement Concrete Traffic Curb and Gutter - 360 LF		LF	410	\$ 37	\$ 15,170	\$ 759	\$ 14,412
3.4 Cement Concrete Sidewalk, 10 feet wide -- 365 LF		SY	410	\$ 70	\$ 28,700	\$ 1,435	\$ 27,265
3.5 Cement Concrete Driveway Entrance, two, (70'L x 10'W)		SY	105	\$ 84	\$ 8,820		\$ 8,820
3.6 ADA Ramps, two, (20'L x 10'W)		SY	65	\$ 200	\$ 13,000		\$ 13,000
3.7 Landscape Restoration		LS	1	\$ 3,000	\$ 3,000	\$ 1,500	\$ 1,500
3.8 Crushed surfacing base course -- (4" x 11.5 FT x 365 FT)		TN	100	\$ 40	\$ 4,000	\$ 200	\$ 3,800
3.9 Pavement Restoration next to gutter -- (2'W x 5'D x 360 FT)		TN	23	\$ 96	\$ 2,208	\$ 110	\$ 2,098
3.10 Crushed surfacing base course -- (2'W x 6'D x 360 FT)		TN	25	\$ 40	\$ 1,000	\$ 50	\$ 950
3.11 Sawcutting		LF	500	\$ 9	\$ 4,500	\$ 225	\$ 4,275
3.12 Lighting/Electrical -- (assume 7 lights at \$12,000/light)		LS	7	\$ 10,000	\$ 70,000		\$ 70,000
3.13 Traffic Signal System -- (Relocate X-walk controls)		LS	1	\$ 23,000	\$ 23,000		\$ 23,000
3.14 Irrigation and Landscaping		LS	1	\$ 25,000	\$ 25,000		\$ 25,000
4. Pipelines					\$ 307,900	\$ 307,900	\$ -
4.1 Water Line, 8-inch, Pipe (District) -- 300 LF		LF	300	\$ 125	\$ 37,500	\$ 37,500	
4.2 Sewer Lateral, 6-inch, Pipe (District) -- 150 LF		LF	150	\$ 125	\$ 18,750	\$ 18,750	
4.3 Sewer Force Main, 16-inch, Pipe (District) -- 450 LF		LF	450	\$ 175	\$ 78,750	\$ 78,750	
4.4 Crushed Rock, water line, 8-inch (District) -- 300 LF (5'W x 6'H)		TN	620	\$ 36	\$ 22,320	\$ 22,320	
4.5 Crushed Rock, sewer lateral, 6-inch, (District) -- 150 LF (5'W x 6'H)		TN	360	\$ 36	\$ 12,960	\$ 12,960	
4.6 Crushed Rock, sewer FM, 16-inch, (District) -- 450 LF (6'W x 9'H)		TN	1,670	\$ 36	\$ 60,120	\$ 60,120	
4.7 Trench Patch, Water Line (District) -- 300 LF (6'W x 0.5'H)		TN	75	\$ 180	\$ 13,500	\$ 13,500	
4.8 Trench Patch, sewer lateral (District) -- 150 LF (6'W x 0.5'H)		TN	50	\$ 180	\$ 9,000	\$ 9,000	
4.9 Trench Patch, sewer force main (District) -- 450 LF (6'W x 0.5'H)		TN	125	\$ 180	\$ 22,500	\$ 22,500	
4.10 Water Line, 8-inch, 3/4-inch service connection (District)		EA	2	\$ 7,500	\$ 15,000	\$ 15,000	
4.11 Sewer Lateral, 6-inch, service connection (District)		EA	1	\$ 7,500	\$ 7,500	\$ 7,500	
4.12 Sewer Lateral, 6-inch, drop structure (District)		LS	1	\$ 5,000	\$ 5,000	\$ 5,000	
4.13 Sewer Lateral, 6-inch, plug existing 10-inch sewer		LS	1	\$ 5,000	\$ 5,000	\$ 5,000	
5. Pavement Restoration					\$ 246,235	\$ 137,760	\$ 108,476
5.1 3-inch Grind (District) -- 29,750 SQ FT (7,438 Cubic Feet)		SY	3,306	\$ 5	\$ 16,530	\$ 16,530	
5.2 3-inch Grind (City) -- 12,150 SQ FT (3,038 Cubic Feet)		SY	1,350	\$ 5	\$ 6,750		\$ 6,750
5.3 3-inch Overlay (District) -- 29,750 SQ FT (7,438 Cubic Feet)		TN	550	\$ 125	\$ 68,750	\$ 68,750	
5.4 3-inch Overlay (City) -- 12,150 SQ FT (3,038 Cubic Feet)		TN	225	\$ 125	\$ 28,125		\$ 28,125
5.5 Traffic Loops, Circular (District)		EA	3	\$ 4,000	\$ 12,000	\$ 12,000	
5.6 Traffic Loops, Circular (City)		EA	15	\$ 4,000	\$ 60,000		\$ 60,000
5.7 Traffic Loops, rectangular (District)		EA	3	\$ 4,000	\$ 12,000	\$ 12,000	
5.8 Traffic Loops, rectangular (City)		EA	0	\$ 4,000	\$ -		\$ -
5.9 Striping/Symbols (District)		LS	1	\$ 10,000	\$ 10,000	\$ 10,000	
5.10 Striping/Symbols (City)		LS	1	\$ 7,500	\$ 7,500		\$ 7,500
5.11 Extruded concrete curb (District)		LF	280	\$ 16	\$ 4,480	\$ 4,480	
5.12 Extruded concrete curb (City)		LF	50	\$ 16	\$ 800		\$ 800
5.13 Adjust Survey Monument Case and Cover		EA	2	\$ 800	\$ 1,600	\$ 1,600	
5.14 Adjust Storm Drain Catch Basin Frame and Cover		EA	3	\$ 800	\$ 2,400	\$ 800	\$ 1,600
5.15 Adjust Water Valve (4) and Gas Valves (4) frame and Cover		EA	8	\$ 700	\$ 5,600	\$ 5,600	
5.16 Adjust Sewer Manhole Frame and Cover (27-inch)		EA	4	\$ 800	\$ 3,200	\$ 3,200	
5.17 Adjust Telephone Manhole Frame and Cover (34-inch)		EA	2	\$ 1,200	\$ 2,400	\$ 1,200	\$ 1,200
5.18 Adjust Electrical Manhole Frame and Cover (46-inch)		EA	1	\$ 1,600	\$ 1,600	\$ 1,600	
5.19 Relocate storm drain catch basin Type 1		EA	1	\$ 2,500	\$ 2,500		\$ 2,500
Subtotal					\$ 1,007,308	\$ 587,984	\$ 419,324
Contingency (10%)					\$ 100,731	\$ 58,798	\$ 41,932
Subtotal					\$ 1,108,039	\$ 646,782	\$ 461,257
Sales Tax(10.1%)					\$ 65,325	\$ 65,325	\$ -
Total Estimated Construction Cost					\$ 1,173,364	\$ 712,107	\$ 461,257
						58.37%	41.63%
COST SHARING ITEMS							
<i>City of Kirkland - Proportional Share = 41.63%</i>							
	ITEM	UNIT		UNIT PRICE	COK SHARE	COK COST	
	WSDOT Permitting	1		\$60,000	41.63%	\$24,977	
	Design - Permit (ROW Improvements only)	1		\$30,000	100.00%	\$30,000	
	Surveying	1		\$20,000	41.63%	\$8,326	
	Contract Procurement	1		\$21,000	41.63%	\$8,742	
	Construction Management	1		\$120,000	41.63%	\$49,954	
	Material Testing	1		\$17,500	41.63%	\$7,285	
	Contract Closeout	1		\$12,000	41.63%	\$4,995	
Total Estimates Allied costs						\$134,279	
TOTAL COST ASSIGNMENT TO THE CITY OF KIRKLAND						\$595,536	


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FISCAL NOTE*CITY OF KIRKLAND*

Source of Request							
Julie Underwood, Director of Public Works							
Description of Request							
Project budget increase of \$525,005 for the Totem Lake Blvd/120th Ave NE (STC0060900) project. This will increase the overall budget from \$555,000 to \$1,080,005. This request will be funded with \$434,005 from prior year Street Preservation Levy funding (STC0060300) and \$90,000 from prior year Street Preservation funding (STC0060000) .							
Legality/City Policy Basis							
Fiscal Impact							
<ul style="list-style-type: none"> - One-time transfer of \$434,005 in Street Levy funding from STC0060300 to STC0060900. - One-time transfer of \$90,000 in REET 2 funding from STC0060000 to STC0060900. 							
Recommended Funding Source(s)							
Reserve	Description	2022 Est End Balance	Prior Auth. 2021-22 Uses	Prior Auth. 2021-22 Additions	Amount This Request	Revised 2022 End Balance	2022 Target
Revenue/Exp Savings							
Other Source	Prior year funding from the Street Preservation projects.						
Other Information							
STC00609000 was originally funded with \$555,000 in REET 2 funding. Staff identified sufficient available funding in the Street Levy Preservation project (STC0060300) to replace this REET 2 funding with Street Levy funding in early 2021.							

Prepared By	Robby Perkins-High, Financial Planning Supervisor	Date	May 26, 2021
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 <h1>LEGISLATIVE REQUEST MEMORANDUM</h1> <p><i>Request new legislation, or request staff resources be allocated to issues not included in current budget, City Work Program, or department work plan.</i></p>	
Title:	Date:
Requesting Councilmember:	Department(s) Assigned:
REQUEST SUMMARY	
<i>A clear, concise description of the issue(s) to be addressed, and why the City should be involved.</i>	
BENEFITS	
<i>Preliminary potential benefits of the proposal.</i>	
IMPACTS	
<i>Preliminary potential impacts of the proposal.</i>	
COUNCIL VISION AND GOALS	
<i>Check all that apply.</i>	
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Inclusive and Equitable Community <input type="checkbox"/> Vibrant Neighborhoods <input type="checkbox"/> Community Safety <input type="checkbox"/> Supportive Human Services <input type="checkbox"/> Balanced Transportation <input type="checkbox"/> Abundant Parks, Open Spaces, and Recreational Services </div> <div style="width: 50%;"> <input type="checkbox"/> Attainable Housing <input type="checkbox"/> Financial Stability <input type="checkbox"/> Sustainable Environment <input type="checkbox"/> Thriving Economy <input type="checkbox"/> Dependable Infrastructure </div> </div>	
EQUITY	
<i>Preliminary discussion on how the proposal may impact diversity, equity, and inclusion.</i>	

STAKEHOLDERS
<i>Preliminary potential stakeholders impacted.</i>
OUTREACH
<i>Preliminary potential outreach to be considered.</i>
RESOURCES AND BUDGET
<i>Preliminary potential staff resources needed and whether current staff and budget authority could accommodate the request.</i>
OPTIONS
<i>Potential options or alternatives that could be evaluated.</i>
ADDITIONAL CONSIDERATIONS
<input type="checkbox"/> Legal analysis required <input type="checkbox"/> Fiscal analysis required <input type="checkbox"/> Legislative change required <input type="checkbox"/> State or federal change required <input type="checkbox"/> Other (please explain):

APPROVALS

INITIAL DATE

Department Director: _____ _____

Finance Department: _____ _____

Legal Department: _____ _____

Forward to City Manager

#LRM 060121b

City Clerk



LEGISLATIVE REQUEST MEMORANDUM

Request new legislation, or request staff resources be allocated to issues not included in current budget, City Work Program, or department work plans.

Title: School Resource Officer Civic Engagement Process

Date: May 24, 2021

Requesting

Councilmember: Deputy Mayor Arnold

Department(s)

Assigned: City Manager's Office

REQUEST SUMMARY

A clear, concise description of the issue(s) to be addressed, and why the City should be involved.

The School Resource Officer (SRO) Dashboard, and specifically the SRO Program itself, was among the most widely discussed and prioritized by the Black-centered focus groups conducted during the R-5434 process. The scope of R-5434 was on developing an SRO Dashboard and not evaluating the program, so staff have not acted beyond relaying that feedback to Council. However, staff had intended community engagement on the SRO program after various R-5434 elements began to move on different timelines. The May 18 Council update on R-5434 was the first milestone in this shift. Staff had intended SRO program outreach starting in September of 2021 when school reconvenes, and residents refocus. Many community members are not aware of the SRO discussion and others voted to support additional SROs as part of 2018's Police Proposition 1. Broader outreach results were intended to inform an SRO decision for the fall of 2022.

Staff are proposing three LRM outreach options for Council based on three different timeframes:

- 1) Expedited Civic Engagement Process to Inform Council Before School Convenes in **Fall 2021**;
- 2) Original Civic Engagement Process to Inform Council Before School Convenes in **Fall 2022**;
- 3) Modified Civic Engagement Process to Inform Council Before School Reconvenes in **January 2022**.

BENEFITS

Preliminary potential benefits of the proposal.

Option 1 – Expedited Civic Engagement Process

- Potential Council decision on the program before school starts this Fall, 2021

Option 2 – Original Civic Engagement Process

- Broader and deeper engagement with PTSAs, BIPOC affinity groups, faith-based groups, etc.
- Use data from the SRO Dashboard to help inform decision
- Potential for multiple town halls / listening sessions (early winter and late spring)

Option 3 – Modified Civic Engagement Process

- Some engagement with PTSAs, BIPOC affinity groups, faith-based groups, etc.
- Town hall / listening session in the fall, decision for when school restarts in January

IMPACTS

Preliminary potential impacts of the proposal.

Option 1 – Expedited Civic Engagement Process

- Limited participation expected due to compressed process during peak summer season
- Change of expectations for community, LWSD, SRO personnel and CMO staff work plans

Option 2 – Original Civic Engagement Process

- SRO decision not made until 2022. BIPOC community members see City as not responsive

Option 3 – Modified Civic Engagement Process

- Change of expectations for community, LWSD, SRO personnel, and CMO staff work plans

COUNCIL VISION AND GOALS

Check all that apply.

X	Inclusive and Equitable Community		Attainable Housing
X	Vibrant Neighborhoods		Financial Stability
X	Community Safety		Sustainable Environment
X	Supportive Human Services		Thriving Economy
	Balanced Transportation		Dependable Infrastructure
	Abundant Parks, Open Spaces, and Recreational Services		

EQUITY

Preliminary discussion on how the proposal may impact diversity, equity, and inclusion.

As mentioned previously, SROs were widely discussed during the R-5434 early action focus groups. For those that discussed it, most focus group participants were generally critical of a police officer being in a school environment as it related specifically to the safety and respect of Black students, as well as students of color broadly. For some Black, Indigenous, and People of Color (BIPOC) students, the presence of law enforcement, regardless of the individual officer's behavior, has a major negative impact on the perception of safety. Other community groups shared concerns about the SRO Program during the broader R-5434 engagement process, voicing similar concerns and the perception of a "school to prison pipeline" as seen in other communities. Kirkland's SRO program incorporates most national best practices, is not involved in discipline, and is intended to prevent negative impacts. The SRO Dashboard purpose is to identify problems and whether the program is working.

STAKEHOLDERS / OUTREACH

Preliminary potential stakeholders impacted and outreach to be considered.

- PTAs formally, as well as parents, teachers, and students not active in the PTAs
- R-5434 focus groups, Right To Breathe Committee, Indivisible Kirkland
- Lake Washington School District, including Board of Directors and staff, other LWSD cities
- Police Guild and KPD Patrol Unit (who might be responding to any police calls to schools in the absence of SROs)

Option 1: Expedited Process: survey (statistically valid and/or online), public hearing

Option 2: Original Process: survey (statistically valid and/or online), 2 town hall / listening sessions, focus groups, community meetings, public hearing

Option 3: Modified Process: survey (statistically valid and/or online), town hall / listening session, public hearing

RESOURCES AND BUDGET

Preliminary potential staff resources needed and whether current staff and budget authority could accommodate the request.

For staff resources, the following program or project impacts are anticipated:

- **Option 1: Expedited Process:** CMO support for the Summer Action Plan will be less, resulting in potentially delayed constituent responses and other impacts; September's City Hall for All event scope might narrow; development of new Civic Accelerator Program would be delayed; broad outreach on Neighborhood Safety Program could be impacted; any community engagement on citywide signage would be delayed.
- **Option 2: Original Process:** no additional staff resource needs anticipated.
- **Option 3: Modified Process:** development of the new Civic Accelerator Program would be delayed; broad outreach on Neighborhood Safety Program could be impacted; any community engagement on citywide signage might be delayed.

There is currently no budget for a consultant to run a statistically valid survey (approx. \$35,000).

OPTIONS

Potential options or alternatives that could be evaluated.

If the Council is interested in Option 1 or Option 3, and alternative would be to provide staff with additional resources to supplement the CMO work so that other projects could remain on their current timeline. Staff could develop a funding request for the necessary resources.

After this initial LRM was drafted, the Kirkland/Lake Washington School District Coordinating Committee met on Wednesday, May 26. The SRO program was discussed at length. The LWSD highlighted that the District also incorporates Redmond, Sammamish and unincorporated King County, and they need to provide consistent levels of service across all cities. The District emphasized that SRO discussions would need to be broadened beyond Kirkland to include the whole District.

One key priority for all participants was the goal that this conversation unites the community behind solutions, rather than be divisive. Therefore, there was a discussion about potentially seeking outside expertise to facilitate the necessary community conversations and develop options given the challenging issues of race and student safety.

Additional options for the Council to consider following the LWSD Coordinating Committee would be to authorize staff to partner with the District on contracting for such outside expertise. The Council could also consider joint meetings with other cities and the District over the summer to discuss options for the SRO program.

ADDITIONAL CONSIDERATIONS

Check all that apply.

	Legal analysis required
X	Fiscal analysis required
	Legislative change required
	State or federal change required
	Other (please explain):

▪Department Director responsible for acquiring Finance and Legal approval before submitting to City Manager.

APPROVALS	INITIAL	DATE
Finance Department	MO	5/26/21
Legal Department	KR	5/26/21
Department Director		
Submit to City Manager		

#LRM 060121C

City Clerk



LEGISLATIVE REQUEST MEMORANDUM

Request new legislation, or request staff resources be allocated to issues not included in current budget, City Work Program, or department work plans.

Title: Eviction Zero Campaign & Possible Long-Term Tenant Protection Legislation

Date: May 26, 2021

Requesting
Councilmember: City Manager Initiated

Department(s)
Assigned: PCS, CMO

REQUEST SUMMARY

A clear, concise description of the issue(s) to be addressed, and why the City should be involved.

The issues to be addressed:

1. State rental eviction moratorium will end this summer, possibly on June 30, 2021:
 - a. Before the new tenant protections passed during the recent state legislative session will be in place,
 - b. Before most of the federal, state and county rental assistance becomes available and
 - c. Before most people economically impacted by the pandemic have recovered.
2. Despite the significant new tenant protections adopted by the State, there are gaps that could be addressed by City legislation that would prevent evictions in the short and long term.
3. Landlords need fiscal support after over a year with significantly reduced rental income during the moratorium.
4. A well-crafted "Eviction Zero" City initiative can avoid an increase in homelessness and traumatic disruption to low-income families and can help both landlords and tenants.

BENEFITS

Preliminary potential benefits of the proposal.

Preventing evictions through an "Eviction Zero" plan benefits the community in the following ways:

1. Reduces the amount of long-lasting social, emotional and economic trauma that is experienced as a result of eviction and homelessness or geographic displacement.
2. Prevents the growth of a public health crisis that will result from more unsheltered neighbors.
3. Continues fulfilling Kirkland's commitment to housing for all residents and being a safe, inclusive and welcoming community where everyone can thrive.
4. Landlords who depend upon their rental income can recover revenue and feel supported by the City and the community.

Strengthening tenant protections beyond the pandemic will provide more housing stability for those living at the margins of society which benefits the community as a whole while still allowing landlords to make a living.

IMPACTS

Preliminary potential impacts of the proposal.

1. To ensure that all tenants and landlords know about the Eviction Zero Campaign, significant staff time will be needed to provide outreach and education and to connect landlords and tenants to federal, state and county rental assistance. Local funding will likely be needed.
2. Tenant protections that go beyond addressing the eviction moratorium and the pandemic will require increased staffing capacity to provide education and enforcement of any new local legislation.

COUNCIL VISION AND GOALS

Check all that apply.

✓	Inclusive and Equitable Community		Attainable Housing
✓	Vibrant Neighborhoods		Financial Stability
✓	Community Safety	✓	Sustainable Environment
✓	Supportive Human Services		Thriving Economy
	Balanced Transportation		Dependable Infrastructure
	Abundant Parks, Open Spaces, and Recreational Services		

EQUITY

Preliminary discussion on how the proposal may impact diversity, equity, and inclusion.

Renters at risk of eviction are disproportionately people of color. While we do not have complete data for the City, the racial/ethnic breakdown of households served by the 2020 CARES Act rental assistance program provides evidence that this is true in Kirkland. While the City of Kirkland is approximately 75% white, approximately 65% of the recipients of the rental assistance were people of color. Previously stated trauma and devastation resulting from evictions will be experienced by people of color, immigrants and families with children. Once evicted, remaining in Kirkland will be very difficult. Because most of those who would be evicted are people of color, the city's vibrancy that comes from racial diversity will be reduced.

STAKEHOLDERS / OUTREACH

Preliminary potential stakeholders impacted and outreach to be considered.

An Eviction Zero Campaign is built on a win-win-win concept focused on using ARPA funds for rental relief. Landlords receive owed rent, renters remain housed, and the larger community avoids the impacts of a more extensive homelessness crisis or geographic displacement. Because the financial impact can be covered by ARPA funds, not limited general funds, targeted outreach to renters and landlords is the primary need.

Council would likely want to hear from renters, landlords and the community at-large regarding implementing tenant protections that address longer term issues.

RESOURCES AND BUDGET

Preliminary potential staff resources needed and whether current staff and budget authority could accommodate the request.

1. CAO Staff time to write potential eviction moratorium and additional tenant protection legislation. Assume current CAO FTE could incorporate this work. Human services staff is available to assist with research as needed. Model ordinances exist.
2. Dedicated resources in the Human Services Division to conduct community outreach to both renters and landlords and connect them with federal, state and county rental assistance. PCS staff and a Recovery Intern could provide the needed support through the summer and fall.
3. Kirkland local ARPA funding be reserved, but not immediately dispersed, for rental assistance. At this time there is no way to know how much rental assistance will be needed to make all renters and landlords whole. Many people will be served by the King County Eviction Prevention and Rental Assistance Program, but not everyone will qualify.

OPTIONS

Potential options or alternatives that could be evaluated.

Option A: Council requests Eviction Zero Campaign be brought to June 15, 2021 Council meeting for deliberation. A detailed memo describing Eviction Zero, necessary legislation to enact an Eviction Moratorium in Kirkland through December 31, 2021, and ARPA funds for rental assistance would be the likely deliverables brought to the Council on June 15 for discussion and possible action.

Option B: Council supports **Option A**, and also requests additional tenant protection legislation and supporting materials be brought to the June 15, 2021 meeting for discussion and possible action.

Option C: Council supports **Option A** on June 15, 2021 and requests city staff to bring back potential additional tenant protection legislation on June 15 or a future meeting, with plan to conduct public outreach on those proposals. Discussion and possible action would follow the outreach.

ADDITIONAL CONSIDERATIONS

Check all that apply.

✓	Legal analysis required
✓	Fiscal analysis required
✓	Legislative change required
	State or federal change required
	Other (please explain):

▪Department Director responsible for acquiring Finance and Legal approval before submitting to City Manager.

APPROVALS	INITIAL	DATE
Finance Department		
Legal Department		
Department Director		
Submit to City Manager	KT	5/27/21