



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, July 21, 2020

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.

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.

1. CALL TO ORDER

2. ROLL CALL

3. STUDY SESSION

a. Special Joint Meeting with Planning Commission

(1) 2020-2022 Planning Work Program

b. Northeast 85th Street Station Area Plan

4. HONORS AND PROCLAMATIONS

5. COMMUNICATIONS

a. Announcements

b. Items from the Audience

c. Petitions

6. PUBLIC HEARINGS

7. SPECIAL PRESENTATIONS

a. COVID-19 Update

- b. Puget Sound Emergency Radio Network Update

8. *CONSENT CALENDAR*

- a. *Approval of Minutes*

(1) July 7, 2020

- b. *Audit of Accounts and Payment of Bills and Payroll*

- c. *General Correspondence*

- d. *Claims*

(1) Claims for Damages

- e. *Award of Bids*

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

- g. *Approval of Agreements*

- h. *Other Items of Business*

(1) Planning Commission Resignation

(2) Resolution R-5436, Adopting the 2019 Streets Levy Accountability Report for Proposition 1 – Levy for Street Maintenance and Pedestrian Safety

(3) Resolution R-5440, Adopting the 2019 Park Levy Accountability Report for Proposition 2 – Parks Maintenance, Restoration and Enhancement Levy

(4) Resolution R-5437, Authorizing the Juanita Creek Culvert Replacement at 137th PL – RCO Fish Passage Grant Application

(5) Resolution R-5438, Intending to Continue to Participate as a Joint Agreement City Under the King County Community Development Block Grant (CDBG) Home Investment Partnership Program (HOME) Consortium

(6) Resolution R-5439, Authorizing Application for Funding Assistance for Aquatic Lands Enhancement Account Program Project to the Washington State Recreation and Conservation Office as Provided in Chapter 79A.25 Revised Code of Washington and Washington Administrative Code Title 286, and Subsequent Legislative Action

(7) May 2020 Financial Dashboard

(8) Procurement Report

***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.

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.

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.

9. BUSINESS

- a. Proposed Zoning Code Amendments – Rooftop Amenities and Appurtenances Briefing
- b. Puget Sound Emergency Radio Network Operator Interlocal Agreement
 - (1) Resolution R-5441, Authorizing and Directing the City Manager to Sign on Behalf of the City of Kirkland the Puget Sound Emergency Radio Network (PSERN) Operator Interlocal Cooperation Agreement
- c. Safe, Inclusive and Welcoming Framework
 - (1) Resolution R-5434, Affirming That Black Lives Matter and 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 Help End Structural Racism by Partnering with Those Most Affected
- d. Fire and Emergency Medical Services Ballot Measure
 - (1) Ordinance O-4731 and its Summary, Providing for the Form of the Ballot Proposition and Specifying Certain Other Details Concerning Submission to the Qualified Electors of the City at a Special Election to be Held Therein on November 3, 2020, of a Proposition Authorizing the City to Lift the Levy Limit Established in RCW 84.55.010 in Order to Fund Fire and Emergency Medical Services, and to Acquire, Construct, Improve, Equip and/or Renovate City Fire Facilities.
 - (2) Ballot Measure Pro/Con Committee Appointments
- e. Sustainability Master Plan Review

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.

10. REPORTS

- a. *City Council Regional and Committee Reports*
- b. *City Manager Reports*
 - (1) Calendar Update

*11. ITEMS FROM THE AUDIENCE**12. EXECUTIVE SESSION**13. ADJOURNMENT*



CITY OF KIRKLAND
PLANNING AND BUILDING DEPARTMENT
123 FIFTH AVENUE, KIRKLAND, WA 98033
425.587.3600 - www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Jeremy McMahan, Deputy Planning & Building Director
Adam Weinstein, AICP, Planning & Building Director

Date: July 10, 2020

Subject: Joint meeting with the Planning Commission to review proposed 2020-2022 Planning Work Program, File No. PLN20-00008

Recommendation

Conduct joint meeting with the Planning Commission to review the recommended 2020-2022 Planning Work Program. Commissioners may attend the study session for the Station Area Plan as well to listen to Council discussion on that Work Program topic.

Background

The Planning Commission met on July 9 to develop their final recommendations on the 2020-2022 Planning Work Program (PWP) (see Attachment 1). The PWP guides the Planning and Building Department's work over the next three years on long-range planning projects that will help shape the future of Kirkland. The PWP lists all long range planning tasks, many of which involve Planning Commission and City Council review and some tasks that are strictly administrative.

An important consideration for this PWP relates to the City's projected budget constraints in relation to the economic downturn stemming from the Covid-19 pandemic. With the 2021-2022 biennial budget, the PWP assumes there will be no service packages for new outside consulting services (unless offset elsewhere in the budget), so tasks will need to be completed with staff resources (which themselves may be reduced). In terms of previously funded projects, consultant funding for development of the Planned Unit Development (PUD) valuation tool (intended to help ascertain the value of public benefits proposed as part of PUD applications) has been withdrawn to help close the anticipated 2020 budget shortfall. Therefore, the Commission has recommended removing this task but tracking it for future discussion. Funding for an ADU implementation project has also been withdrawn, although staff is continuing to work on a scaled-back program of education, marketing, and permit streamlining. Funding for the Station Area Plan (Task #8) is intact, including a supporting State grant. The greatest funding need will be for consulting resources to support the State-mandated 2043 Comprehensive Plan Update (Task #34), including an Environmental Impact Analysis. Available funding for this project will need to be considered in relation to how broadly the City decides to scope the update project.

Another ongoing constraint will be pandemic-related limitations on traditional in-person public meetings for the foreseeable future. Even when the Governor's order allows government facilities to reopen and large groups can meet, the pandemic will likely have a lasting impact on the community's desire to attend crowded open houses and public meetings. Staff views virtual meeting platforms as an ongoing reality, including a future hybrid of in-person meeting where the community has the opportunity to participate virtually. This is an opportunity to improve access to communities and individuals who might have difficulty spending an evening at City Hall to participate in a project. At the same time, the pandemic has made long-range planning more important than ever, both to ensure sustainable economic growth in Kirkland and to address some of the inequities that the current economic recession is likely to exacerbate (including access to transit, affordable housing, and employment opportunities). The planning projects that are part of the PWP will continue to be implemented long after the pandemic and its associated economic recession have ended, and will assist with the long-term recovery.

Prior Planning Work Program

The previous adopted 2019-2021 Work Program is included as Attachment 2. As an indicator of progress on the Work Program, the following lists summarizes the status of listed Work Program items and supplemental tasks that were added.

Completed:

The following list includes projects that were completed and reviewed by the Planning Commission and City Council in 2019 and early 2020:

- Floor Area Ratio and Lot Coverage Amendments
- Miscellaneous Code Amendments (see Attachment 4)
- Rose Hill Business District Code Amendments
- Kirkland Urban Citizen Amendment Requests (supplemental)
- Threshold Review of 2018 Citizen Amendment Request
- Annual Comprehensive Plan Amendments
- Tree Enforcement Updates
- ADU Regulations
- Missing Middle Housing Regulations
- Shoreline Master Program Update and updates to critical area regulations (still pending final approval by the State)
- Update Tree Enforcement Regulations

Underway - Past Scheduled Completion:

The following list indicates projects that have been started and were scheduled to have been completed by this time in the adopted PWP.

- Update Tree Regulations – *1+ year past scheduled completion. Completion date targeted for fall 2020*
- Sign Code Update – *Intern report complete, but code amendments not yet initiated*
- Various Design Guidelines – *Totem Lake amendments combined with Kingsgate Park and Ride project. Rose Hill deferred to Station Area Plan*
- Geohazard Regulations Adjustments – *Not initiated*
- Kingsgate Park and Ride – *Completion likely in fall 2020*

- Downtown Urban Growth Center - *King County designation complete. PSRC designation will be significantly delayed*
- Market/Norkirk/Highlands – *Plans are substantially complete; adoption likely in fall 2020*
- Holmes Point Overlay (HPO) Update – *Delayed until after Tree Code Update completed*

Project delays are often unavoidable. They occur for a variety of reasons, including the need to be responsive to significant community concern or opposition (Tree Code and Shoreline Master program), extensive City Council review following a Planning Commission recommendation (Tree Code and Shoreline Master Program), staff unable to start new projects due to delays in current projects (tree enforcement and HPO), delays by project partners (Kingsgate P&R and Downtown Urban Growth Center), and staff turnover due to retirements (almost 50% of the department's long-range planning staff have retired over the last year). Other delays are a function of optimistic timelines in earlier PWP's (e.g., it may sometimes take more than one year to adopt a package of updated neighborhood plans).

Staff continues to advocate for an aggressive work program because the work is important to the community. However, the Planning Commission and City Council should continue to consider the difficulty of assigning precise timelines to long-range planning projects with significant community input. Actual prioritization tends to be an indication of the sequence of tasks rather than a commitment to complete those tasks by a specified date.

Ongoing Planning and Building Department Administrative Work

In addition to Work Program tasks and overseeing permits for land use actions and development activities, Planning division staff manage a number of ongoing, important, and behind-the-scenes tasks including:

- Code Publishing - Coordinate upkeep of electronic and paper versions of Kirkland Zoning Code and Comprehensive Plan
- Technology Initiatives – Design new tools for the community to remain apprised of development applications and long-range planning projects
- Urban Forest Strategic Management Plan Implementation – Interdepartmental (Tree Team) coordination of canopy management and restoration
- Buildable Lands and Capacity Analysis - Required tracking of housing and employment growth and capacity for a variety of City and regional purposes
- Regional Coordination - Coordinate with King County agencies and Puget Sound Regional Council on regional growth management issues
- Regional Housing Collaboration - Work with ARCH and member cities on affordable housing solutions
- Covid-19 pandemic related tasks of managing online permits, changing counter operations, business support (Kirkland Outside the Walls), etc.
- Outreach to constituents on miscellaneous planning issues that affect them

The 2020-2022 Planning Work Program

The draft Work Program is included as Attachment 1. Staff has changed the formatting this year to combine the Work Program into a single document rather than multiple tables. The format

mimics the format of the Transportation Commission's Work Program to make the document more user friendly for City Council and the larger community to review.

Staff and the Commission used the following principles in developing the recommended PWP:

- Is the project funded and underway?
- Does the project further the City Council's adopted goals (detailed in Attachment 3)?
 - Neighborhoods
 - Public Safety
 - Human Services
 - Balanced Transportation
 - Parks, Open Spaces and Recreational Services
 - Housing
 - Financial Stability
 - Environment
 - Economic Development
 - Dependable Infrastructure

Planning Commission Key Recommendations:

During deliberations, the Commission identified the following key recommendations for consideration by the City Council:

1. As the pandemic progresses, the PWP should be responsive and revisited as needed. The Commission will incorporate lessons learned on public health and resilience as the situation progresses (i.e., the opportunity created with the Park Lane festival street) and understands that priorities may change in the coming years.
2. The sign code project (Task #28) was pushed to 2021, while the previous PWP had it starting earlier. Interim exceptions from the current code have been made to assist businesses through the pandemic. Since there is less urgency in this task relative to other 2019 and 2020 tasks, the Planning Commission recommended delaying this project until we have a better sense of the post-pandemic needs of local businesses.
3. The Norkirk/Highlands Light Industrial area (Task #33) deserves special attention due to its unique setting and special opportunities. This review should occur immediately after the Station Area Plan based on the findings of that plan.
4. The Holmes Point Overlay zone amendments (Task #24) should be returned to the Planning Commission for additional consideration following Council adoption of the Tree Code. The Commission had forwarded a recommendation to the City Council prior to adoption of Chapter 85 (Geologic Hazards) and the rewrite of Chapter 90 (Tree Code). The goal should be to evaluate whether some or all of the Holmes Point Overlay regulations can be eliminated in the interest of a consistency in policy across neighborhoods.
5. A new task has been added based on current events to evaluate methods to improve public processes to be more inclusive and transparent (see Task #18). The Commission is hopeful that there will be Citywide resources devoted to this critical community issue, but has also committed to work as individual Commissioners to help all members of the community participate in Commission tasks starting immediately (see additional discussion below). This item was initially added to begin in 2021, but the Commission has moved it up to begin now.

Staff encourages discussion around the PWP priorities, public involvement, and projects as they relate to equity and inclusion. An equity assessment typically considers how projects relate to equity and inclusion along the following markers of difference:

- Race or ethnicity
- Gender and gender identity
- Disability
- Age
- Sexual orientation
- Religion, faith or belief
- Socio-economic factors

An equity assessment considers whether any groups might be negatively impacted by a project, whether there are access constraints for some groups, and how a project might positively impact equity and inclusion. The Station Area Plan (Task #8) represents the City's most deliberate effort to incorporate equity and inclusion into a project and will continue to use King County's Equity Impact Review Model to inform the public outreach and assess project alternatives. As with many of the PWP projects, the Station Area Plan will consider many opportunities such as the creation of significant new affordable housing with access to convenient transit, options to reduce parking standards for residents who don't own cars, creation of significant public open spaces for community gathering, opportunities for new schools, and environmental lifts that benefit the community. Many other PWP projects have clear relationships to equity and inclusion that should be factored into both the process and outcomes.



Key Projects:

This Work Program is framed at the beginning and end by two very large and important projects.

- Station Area Plan (already underway) – this project will require significant attention from the Planning Commission, Transportation Commission, and City Council for the next two years.
- 2043 Comprehensive Plan – by the end of 2023, the City will need to complete work on the State-mandated 8-year Comprehensive Plan update. Scoping and budgeting will start in 2020 to determine the scope of this project. The City could undertake a minor update to comply with any new State mandates or could undertake a major update of the entire Plan, including review of neighborhood plans and full updates of the general elements. For context, the City completed a major update for the 2015 adoption that consumed most of the Department's long range planning capacity. The draft Work Program does not include significant new initiatives starting in 2022, in order to reserve capacity for the update.

The Bridle Trails Shopping Center Zoning (Task #19) has been assigned a start date in the draft PWP. The adopted neighborhood plan policies indicate that this project will be initiated by the property owners and require planning for the entire commercial area. The owners of Tech City Bowl site have retained consultants to assist in the effort and intend to submit a Citizen Amendment Request this year to initiate the project (see Attachment 4).

Next Steps

Based on direction provided at the July 21 study session, staff will bring back the final Planning Work Program for adoption by resolution.

Attachments

1. 2020-2022 Draft Work Program
2. 2019-2021 Adopted Work Program
3. City Council Goals
4. Bridle Trails Shopping Center Letter
5. Miscellaneous Zoning Code Amendment Priority List

Significant Staff Implementation										2020				2021				2022				
START	TASK	TOPIC	PC Review?	Underway?	DRAFT PRIORITY	SIZE	Affordability	DESCRIPTION	PM	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	
2018-2019	1	Tree Code Amendments	Y	Y	1	XL		Comprehensive update of Chapter 95 of the Kirkland Zoning Code	Powers													
	2	Shoreline Master Program Update	Y	Y	1	XL		State mandated periodic update, includes consistency updates to critical area regulations	Geitz													
	3	Rooftop Amenities	Y	Y	4	M		Modify height regulations to facilitate development of common space on multifamily and commercial roofs	Zike													
	4	Sustainability Master Plan	N	Y	1	L		Coordinate various plans with sustainability elements and ensure that sustainability is consistently integrated into all City activities	Barnes													
	5	Kingsgate Park & Ride	Y	Y	1	L	Y	Develop zoning regulations and design guidelines to facilitate Sound Transit garage and TOD development of the site	Coogan													
	6	Greater Downtown Urban Center	Y	Y	3	L		Pursue King County and PSRC designation of a Greater Downtown Center	Weinstein													
	7	Market/Norkirk/Highlands Neighborhood Plan	Y	Y	2	L		Update three plans for neighborhoods generally north of Downtown	Coogan													
	8	Station Area Plan	Y	Y	1	XL	Y	Comprehensive planning effort for area surrounding the bus rapid transit station at I-405/NE 85 th Street	Zike													
2020	9	Design Guideline Updates – Totem Lake	Y	Y	1	S		Minor updates to design guidelines to improve streetscapes and integrate TOD development of the Kingsgate P&R	Coogan													
	10	KMC Subdivision Updates	Y	Y	4	S		Clean up KMC subdivision regulations to simplify administration and reflect changes to State law	Cilluffo													
	11	ADU Implementation Initiatives	Y	Y	3	S	Y	Implement a series of non-regulatory initiatives encourage development of ADUs following adoption on new rules	Guter													
	12	Streamline Public Project Regulations	Y	Y	1	S		Updates to the KZC to streamline permitting of public infrastructure projects needed to support growth	Cilluffo													
	13	Urban Forest 6 Year Workplan Update	N	Y	3	M		Review success over past 6 years of implementing the Strategic Plan and identify work plan for next 6 years	Powers													
	14	Kirkland Outside the Walls	N	Y	1	S		Streamline pandemic business response plan to allow expanded outdoor seating and business operations	Guter													
	15	2018 Citizen Amendment Requests - Study	Y	Y	3	M		Consider Comprehensive Plan, Zoning Map, and KZC amendments related to two CAR requests approved for study	Guter													
	16	2043 Comprehensive Plan Update - Scope & Budget	M	N	2	S		Develop preliminary scope of major Comp Plan update to enable biennial budget request for project	McMahan													
	17	Annual Comprehensive Plan Amendments	Y	N	1	S		Adopt mandatory updates to Capital Facility Plan and miscellaneous updates and rezones for park acquisitions	Coogan													
	18	Evaluation of outreach and inclusion strategies	Y	N	1	M		Evaluate methods to improve public processes to be more inclusive and transparent. Coordinate Citywide	tbd													
	19	Bridge Trails Shopping Center Zoning	Y	N	2	L	Y	Property owner initiated plan to develop design guidelines and master plan encompassing all properties within the neighborhood center	Guter													
	20	Moss Bay & Everest Neighborhood Plan Update	Y	N	2	XL		Update Moss Bay and Everest neighborhood plans, including any follow up work related to Greater Downtown as an Urban Growth Center	Barnes													
21	Geo Hazard Regulations Updates	Y	N	2	S		Revise geo hazard regulations in response to experience in implementation of the regulations	Barnes														
22	Wireless Service Regulations Updates	Y	N	3	S		Update KZC regulations in response to federal mandates	tbd														
2021	23	Evaluation of CAR Process	Y	N	4	M		Evaluate the CAR process to improve with neighborhood planning process, while allowing desirable CARs to be more nimbly processed	tbd													
	24	Holmes Point Overlay Updates	M	N	3	M		Reinitiate consideration of HPO amendments following adoption of geo hazard and tree regulations	tbd													
	25	2020 Citizen Amendment Request - Threshold	Y	N	4	S		Review CAR applications submitted by 2020 deadline and identify which applications should proceed to further study	tbd													
	26	2043 Comprehensive Plan Update - Prep	Y	N	1	M		Develop detailed work plan and community engagement plan. Retain consulting team for EIS and other tasks as needed	Coogan													
	27	Miscellaneous Code Amendments	Y	N	3	S		Update KZC on various priority topics to reflect current practice, clarify sections of the Code, and promote good planning principles	tbd													
	28	Sign Code Update	Y	N	3	L		Update KZC to clarify rules, enhance aesthetics, reduce visual clutter, and integrate recently-completed work on A-frame signs	Cilluffo													
	29	Cross Kirkland Corridor Design Regulations	Y	N	4	S		Review KZC regulations for development adjoining the corridor to ensure optimal design outcomes for public/private interface	tbd													
	30	Kingsgate & Juanita Neighborhood Plan Update	Y	N	2	L		Update Juanita and Kingsgate neighborhood plans	tbd													
	31	Design Guideline Updates – Rose Hill	Y	N	2	S		Minor updates to design guidelines to implement the Rose Hill Neighborhood Plan	Coogan													
	32	Annual Comprehensive Plan Amendments	Y	N	1	S		Adopt mandatory updates to Capital Facility Plan and miscellaneous updates and rezones for park acquisitions	tbd													
	2022	33	Norkirk/Highland LIT District Study	Y	N	2	L		Review LIT district based on guidance from the neighborhood plans and Station Area Plan	tbd												
		34	2043 Comprehensive Plan Update	Y	N	1	XL	Y	Begin community engagement and environmental work	tbd												
35		Miscellaneous Code Amendments	Y	N	3	S		Update KZC on various priority topics to reflect current practice, clarify sections of the Code, and promote good planning principles	tbd													
36		2020 Citizen Amendment Request - Study	Y	N	4	M		Consider Comprehensive Plan, Zoning Map, and KZC amendments related to any CAR requests approved for study	tbd													
37		Annual Comprehensive Plan Amendments	Y	N	1	S		Adopt mandatory updates to Capital Facility Plan and miscellaneous updates and rezones for park acquisitions	tbd													

For future consideration
 *Parking policy
 *Housing affordability
 *Limit/prohibit storage uses
 *School Capacity
 PUD Valuation Tool

RESOLUTION R-5368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND
ADOPTING THE 2019-2021 PLANNING WORK PROGRAM.

1 WHEREAS, the Kirkland City Council and the Kirkland Planning
2 Commission met at a joint meeting on March 5, 2019 to discuss the
3 proposed 2019-2021 Planning Work Program (Work Program); and
4

5 WHEREAS, the Houghton Community Council reviewed the Work
6 Program at its meeting on February 25, 2019; and
7

8 WHEREAS, the Planning Commission was consulted about the
9 Work Program and provided its expertise, review and recommendation.
10

11 NOW, THEREFORE, be it resolved by the City Council of the City
12 of Kirkland as follows:
13

14 Section 1. The Work Program shall be established as shown in
15 Attachments A and B of this Resolution.
16

17 Section 2. The Work Program shall be generally used by the City
18 staff and Planning Commission in scheduling work tasks, meetings, and
19 hearings.
20

21 Section 3. A copy of this Resolution and Work Program shall be
22 distributed to the Planning Commission, Parks Board, Transportation
23 Commission, Design Review Board, Neighborhood Associations,
24 Chamber of Commerce, and Houghton Community Council.
25

26 Passed by majority vote of the Kirkland City Council in open
27 meeting this 2nd day of April, 2019.
28

29 Signed in authentication thereof this 2nd day of April, 2019.


Penny Sweet, Mayor

Attest:


Kathi Anderson, City Clerk

Table 1: In-progress Projects

Name/Description	Date Initiated	Estimated Duration	Notes
<u>Update Tree Regulations.</u> This task entails a comprehensive update of Chapter 95 of the Kirkland Zoning Code.	May 2018	1 year	This will require fairly intensive implementation (e.g., staff/community education, revised handouts) now shown explicitly on schedule.
<u>Update Kirkland Municipal Code Related to Enforcement of Tree Regulations.</u> Update tree-related code enforcement fine provisions of the Kirkland Municipal Code 1.12.100. This task will re-commence upon adoption of Kirkland Zoning Code Chapter 95 amendments.	July 2019	3 months	Follows adoption of KZC 95 tree code amendments. PC/HCC review not needed.
<u>Consider Revising Floor Area Ratio (FAR) and Lot Coverage Regulations.</u> This task will involve a review of best practices across the region in establishing FAR and lot coverage standards and calculating achievement of these standards. Other regulatory tools for achieving high-quality urban design may also be evaluated as part of this task.	February 2018	1 year	
<u>Miscellaneous Code Amendments.</u> This category includes amendments to the Zoning Code to reflect current practice, clarify sections of the Code, and promote good planning principles.	March 2018	Ongoing	Note that some zoning code amendments listed independently in these tables, such as the FAR/Lot Coverage project, derived from the initial list of misc. amendments.
<u>Sign Code Update.</u> The Sign Code would be updated to clarify rules, enhance aesthetics, reduce visual clutter, and integrate recently-completed work on A-frame signs.	July 2018	1.5 years	
<u>Housing Strategy Tasks: Missing Middle Housing.</u> This project involves amending the City's duplex, triplex, and cottage regulations to encourage an expansion of the supply of these housing types.	July 2018	1 year	This project is also a follow-up to the updated neighborhood plans, which contain policies promoting more compact housing. Implementation of code amendments not explicitly shown in schedule.

Name/Description	Date Initiated	Estimated Duration	Notes
<u>Housing Strategy Tasks: ADUs.</u> This project involves amending the City's ADU regulations, and would be paired with "ADU Project," below.	July 2018	1 year	This project is a follow-up to Planning and Building's Innovation Intern research last summer into best ADU practices. It's also a follow-up to the updated neighborhood plans, which call for more ADUs. Implementation of code amendments not explicitly shown in schedule.
<u>Shoreline Master Program Periodic Update.</u> The Shoreline Master Program, which manages shoreline resources and development in Kirkland, will be updated to comply with State rules and be consistent with best practices for shoreline protection. The update would incorporate the recently-adopted Zoning Code Chapter 90 (Critical Areas Regulations) to ensure consistency between the Shoreline Master Program and Zoning Code.	August 2018	1 year	
<u>King Conservation District Stormwater Modeling Project.</u> Kirkland was selected as a pilot city for a regional study assessing how trees mitigate stormwater runoff, involving coordination with Planning and Public Works staff.	May 2018	10 months	The completed Tree Canopy Assessment was completed with data from this project.
<u>Sustainability Master Plan.</u> Environmental and sustainability concepts are found in numerous City policy documents, including the Comprehensive Plan, Natural Resource Management Plan, and Climate Action Plan. This task would involve preparation of a Sustainability Master Plan to better coordinate the various plans with sustainability elements and ensure that sustainability and environmental protection are consistently integrated into all City activities.	December 2018	1+ year	Scope of work will be influenced by discussion at Council Retreat on March 1.
<u>Totem Lake Design Guidelines.</u> This task involves updating the design guidelines to ensure a high urban design standard within the Totem Lake area.	December 2018	6 months	Respond to City Council comments from February. Additional revisions will be needed. Per Council request take

Name/Description	Date Initiated	Estimated Duration	Notes
			to Design Review Board for review and comment.
<u>Rose Hill Business District, North Rose Hill, Residential Design Guidelines.</u> Minor amendments to implement new Rose Hill Neighborhood Plan.	December 2018	6 months	Respond to City Council comments from February. Additional revisions will be needed. Per Council request take to Design Review Board for review and comment.
<u>Rose Hill Business District Zoning Code amendments.</u> Amendments to implement new Rose Hill Neighborhood Plan.	December 2018	5 months	City Council adoption in April.
<u>Critical Areas: Geologically Hazard Areas Regulations -- Adjustments.</u> Revisions to the regulations in response to "real world" implementation of the regulations.	June 2019	4 months	

Table 2: Not-yet-initiated Projects

Name/Description	Estimated Start Date	Estimated Duration	Notes
<u>Kingsgate Park and Ride</u> . This task involves the development of Zoning Code regulations to implement Comprehensive Plan policy direction in support of transit-oriented development at the Kingsgate Park and Ride. Regulations will be designed to incorporate the conclusions of the Sound Transit-funded feasibility study, in-progress as of January 2019.	February 2019	6 months	Estimated completion date: July 2019.
<u>Corrections to Regulations for Critical Areas: Wetlands, Streams, Minor Lakes, Fish and Wildlife Habitat Conservation Areas and Frequently Flooded Areas</u> . This task involves making corrections to the Critical Areas Regulations based on observations made and public input received during implementation of the latest revised Critical Areas Regulations.	January 2020	6 months	
<u>Downtown Urban Growth Center Designation</u> . This Work Program task would entail exploration of Downtown as an Urban Growth Center, requiring analysis of geographical features, infrastructure, amenities, jobs/housing mix, and walkability. If an Urban Growth Center designation is pursued, text in the Comprehensive Plan would require revision.	July 2019	6 months	

Table 3: New Projects

Name/Description	Estimated Start Date	Estimated Duration	Notes
<u>ADU Project</u> . This project, which is intended to encourage the development of ADUs, would involve three discrete tasks: 1) hiring architects through an RFP process to create three pre-approved design and construction ADU plans, which could then be given out or sold inexpensively to the public; 2) establishing a program to waive up to \$5,000 of permit fees for the first 10 applicants to use the pre-approved plan prototypes; and 3) developing new educational resources that would help people navigate the ADU design, permitting, development, and rental processes. \$100,000 was allocated for this project in the adopted 2019-20 City budget.	February 2019	1 year	
<u>Update Neighborhood Plans for Market, Market Street Corridor, Norkirk, and Highlands</u> . This project entails updating three plans for neighborhoods generally north of Downtown and potential code amendments/rezones (if necessary).	January 2019	1+ year	Staff's initial thoughts are that the four plans would be updated using one unified process, but the outcome would be four independent neighborhood plans (i.e., they would not be combined).
<u>Update Neighborhood Plan for Moss Bay</u> . This project would involve an update of the Moss Bay Neighborhood Plan, and would be paired with designation of Downtown as an Urban Growth Center (see above).	October 2019	1-2 years	
<u>Streamline Regulations for Public Projects</u> . With the City's recent adoption of the largest Capital Improvement Program in history, it will be essential to make planning and permitting processes for public projects as streamlined as possible. This project would focus on revising permitting processes and identifying possible candidate project types for permitting supervision by Public Works, while ensuring that environmental/neighborhood factors are considered.	April 2019	1 year	
<u>Bridle Trails Shopping Center Plan</u> . This project would involve the preparation of a developer-initiated plan to allow mixed use development up to five stories on the shopping center site and would include	July 2019	1-2 years	The plan would address grocery store and signage requirements, open space, and additional performance criteria.

Name/Description	Estimated Start Date	Estimated Duration	Notes
development standards, design guidelines, and a design program encompassing all properties within the neighborhood center.			
<u>Station Area Plan</u> . An offshoot of the updated Rose Hill Neighborhood Plan, this project would involve a comprehensive planning effort for the area surrounding the proposed bus rapid transit station at I-405/NE 85 th Street.	October 2019	2 years	The plan would encompass architectural/design, transportation, economic, and land use considerations. It was placed on the City Council's Work Program.
<u>Amend Cross Kirkland Corridor Design Guidelines</u> . KZC 115.24 (CKC/Eastside Rail Corridor – Supplemental Development Standards for Adjoining Properties) would be amended to ensure optimal design outcomes for development along the CKC. Lessons learned since adoption of the standards would be considered.	January 2021	8 months	
<u>Holmes Point Overlay</u> . The Holmes Point Overlay code amendments would be reinitiated after completion of the city-wide tree code (KZC 95) and related code enforcement (KMC 1.12.100) updates.	October 2019	6 months	Duration does not include previous work on HPO amendments. This project would start after the tree code amendments/related code enforcement regulations are adopted. Substantial implementation required, not reflected in schedule.
<u>Urban Forest 6-Year Work Plan Update</u> . As an adaptive management plan, efforts towards Plan implementation should be reviewed every 6 years to monitor/report progress and establish new priorities to remain effective and relevant through 2037.	April 2020	1-2 years	A 2019 update was identified in the Urban Forestry Strategic Management Plan (p. 56-58). Involves multiple departments.
<u>PUD Valuation Tool</u> . This project is a follow-up to the PUD code amendments that staff and the Planning Commission worked on earlier in 2018. It would involve partnering with an economic consulting firm or academic organization to develop a tool to ascertain the value of a PUD's proposed public benefits against the value of deviations from code	January 2020	9 months	

Name/Description	Estimated Start Date	Estimated Duration	Notes
requirements to a developer. \$40,000 was allocated for this project in the adopted 2019-20 City budget.			
<u>Citizen Amendment Request.</u> Citizen Amendment Requests (CARs) may be submitted to amend any aspect of the Comprehensive Plan such as the land use map, the general elements, or a neighborhood plan. A citizen-initiated proposal may also request an amendment to the Zoning Map and the Zoning Code that is associated with the Comprehensive Plan amendment. CARs involve a two-phase process: 1) a threshold determination made by Planning Commission (and Houghton Community Council, if applicable) to determine if the amendment should move forward for further evaluation; and 2) the second phase, during which the proposal is evaluated further and considered for adoption.	January 2019	1 year	Three CARs were submitted in 2018.
<u>Evaluation of CAR Process.</u> This project would involve evaluating the existing CAR process to improve the interface of CARs with the neighborhood planning process, while allowing desirable CARs to be more nimbly processed.	January 2020	6 months	
<u>Capital Facilities Plan Annual Update.</u> Mandated by the Growth Management Act, the City's multi-year Capital Facilities Plan must be reconciled annually with the 6-year Capital Improvement Program and Biennial Budget.	August 2019	4 months	

Attachment B

[illegible]



CITY OF KIRKLAND

CITY COUNCIL GOALS

The purpose of the City Council Goals is to articulate key policy and service priorities for Kirkland. Council goals guide the allocation of resources through the budget and capital improvement program to assure that organizational work plans and projects are developed that incrementally move the community towards the stated goals. Council goals are long term in nature. The City's ability to make progress towards their achievement is based on the availability of resources at any given time. Implicit in the allocation of resources is the need to balance levels of taxation and community impacts with service demands and the achievement of goals.

In addition to the Council goal statements, there are operational values that guide how the City organization works toward goal achievement:

- **Regional Partnerships** – Kirkland encourages and participates in regional approaches to service delivery to the extent that a regional model produces efficiencies and cost savings, improves customer service and furthers Kirkland's interests beyond our boundaries.
- **Efficiency** – Kirkland is committed to providing public services in the most efficient manner possible and maximizing the public's return on their investment. We believe that a culture of continuous improvement is fundamental to our responsibility as good stewards of public funds.
- **Accountability** – The City of Kirkland is accountable to the community for the achievement of goals. To that end, meaningful performance measures will be developed for each goal area to track our progress toward the stated goals. Performance measures will be both quantitative and qualitative with a focus on outcomes. The City will continue to conduct a statistically valid citizen survey every two years to gather qualitative data about the citizen's level of satisfaction. An annual Performance Measure Report will be prepared for the public to report on our progress.
- **Civic Engagement and Community** – The City of Kirkland is one community composed of multiple neighborhoods. Achievement of Council goals will be informed by civic engagement and will be respectful of neighborhood identity while supporting the needs and values of the community as a whole.

The City Council Goals are dynamic. They should be reviewed on an annual basis and updated or amended as needed to reflect citizen input as well as changes in the external environment and community demographics.

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.



NEIGHBORHOODS

The citizens of Kirkland experience a high quality of life in their neighborhoods.

Council Goal: Achieve active neighborhood participation and a high degree of satisfaction with neighborhood character, services and infrastructure.



PUBLIC SAFETY

Ensure that all those who live, work and play in Kirkland are safe.

Council Goal: Provide for public safety through a community-based approach that focuses on prevention of problems and a timely response.



HUMAN SERVICES

Kirkland is a diverse and inclusive community that respects and welcomes everyone and is concerned for the welfare of all.

Council Goal: To support a regional coordinated system of human services designed to meet the basic needs of our community and remove barriers to opportunity.



BALANCED TRANSPORTATION

Kirkland values an integrated multi-modal system of transportation choices.

Council Goal: To reduce reliance on single occupancy vehicles and improve connectivity and multi-modal mobility in Kirkland in ways that maintain and enhance travel times, safety, health and transportation choices.



PARKS, OPEN SPACES AND RECREATIONAL SERVICES

Kirkland values an exceptional park, natural areas and recreation system that provides a wide variety of opportunities aimed at promoting the community's health and enjoyment.

Council Goal: To provide and maintain natural areas and recreational facilities and opportunities that enhance the health and well being of the community.



HOUSING

The City's housing stock meets the needs of a diverse community by providing a wide range of types, styles, sizes and affordability.

Council Goal: To ensure the construction and preservation of housing stock that meet a diverse range of incomes and needs.



FINANCIAL STABILITY

Citizens of Kirkland enjoy high-quality services that meet the community's priorities.

Council Goal: Provide a sustainable level of core services that are funded from predictable revenue.



ENVIRONMENT

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

Council Goal: To protect and enhance our natural environment for current residents and future generations.



ECONOMIC DEVELOPMENT

Kirkland has a diverse, business-friendly economy that supports the community's needs.

Council Goal: To attract, retain and grow a diverse and stable economic base that supports city revenues, needed goods and services and jobs for residents.



DEPENDABLE INFRASTRUCTURE

Kirkland has a well-maintained and sustainable infrastructure that meets the functional needs of the community.

Council Goal: To maintain levels of service commensurate with growing community requirements at optimum life-cycle costs.

June 23, 2020

Kirkland Planning Commission
City of Kirkland
123 – 5th Avenue
Kirkland, WA 98033-6189

Re: Planning Work Program Update
Bridle Trails Shopping Center Plan

Dear Commissioners:

We are writing to request your approval to move the Bridle Trails Shopping Center Plan from the “New Projects” to the “In-Progress Projects” category in the City’s 2020-2022 Planning Work Program. Consistent with Resolution No. 5368, we anticipate being able to meet the proposed timeline for this project as set forth in that resolution.

With the City Council’s approval of a Comprehensive Plan Amendment in 2018 to allow increased development capacity in the Bridle Trails Shopping Center, we have assembled our project team. The project team has completed initial planning concepts on the Tech City Bowl site and has met with City Staff to understand the process to move this project forward. Our team is preparing for our Citizen Amendment Request to bring the zoning of the property in alignment with the Comprehensive Plan in accordance with the Growth Management Act. As the Commission may remember, we have been working with the City since 2008 towards the ultimate goal of allowing a right-sized amount of development on the Bridle Trails Shopping Center site. Our application will include a rezone of the Tech City property only, as well as design guidelines, development regulations, and a potential development program for the Bridle Trails Shopping Center as a whole. The application will be prepared following an extensive public outreach process to ensure comprehensive public input into the application. The following is our anticipated schedule for the process:

- Starting June 2020 Robust community outreach program
- December 2020 Citizen Amendment Request Submitted
- April 2021 SEPA determination issued
- May 2021 Planning Commission review/recommendation
- June 2021 City Council review/decision

We understand that the City’s planning docket is busy and staff resources are stretched, in addition to budget concerns that have arisen due to COVID-19. This project was projected in the Comprehensive Plan Amendment and 2019 Planning Work Program to be a private amendment request. We continue to propose to undertake this work as a private amendment request, meaning that the City’s budget, resources, and schedule will be less burdened than if this were to be undertaken as a larger-scale, neighborhood-wide, City-led legislative matter.

We believe this amendment request is a priority for the City to increase market-rate, workforce and affordable housing opportunities in a pedestrian-friendly area well-served by transit. We look forward to the Planning Commission recommending this as an “In-Progress Project” and working with the Commission on our private amendment request in the near future.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Don Wells".

Don Wells

A handwritten signature in black ink, appearing to read "Tom Wright".

Tom Wright
Tech City Bowl
13033 NE 70th Place
Kirkland, WA 98033

Attachment: Resolution No. 5368

ZONING CODE AMENDMENTS PRIORITY LIST (Highlighted items area completed or nearing completion)

Updated: 7/10/2020

1. FAR and Lot Coverage – Chapters 5 & 115

- Provide intent sections & clarify code language
- Provide design incentives for FAR

2. Rooftop Appurtenances/Decks and Ground Mounted Mechanical – Chapter 115

- Determine what should be allowed above height limits
- Clarify that clerestories that screen appurtenances are intended to exceed 115.120.4
- Update common recreational open space
- Provide flexibility for ground mounted mechanical in front yards

3. Parks Master Plan - Remove Planning review requirement from Zoning Code

4. Undersized Lots – Goat Hill legal lot size issues – Chapter 115

- Review Reasonable Use Exception (critical area regulations – 3000 sq. ft.)
- Update variance criteria
- Update small lot SF requirements for short plats and for undersized lots

5. Minor Code Amendments (Process IVA)

- Cleanup Sidewalk Café permits - KMC 19.04
- Provide flexibility for 5' driveway separation
- Reduce 20' driveway for detached MF
- Revise process for determining adequate easement/paved driveway areas in small residential projects
- Reduce 21' easement/16' pavement standards
- Review minor code cleanup requested by PW's
- Update cul-de-sac requirement on dead-end streets, 200-400 feet long
- Change references to "non-motorized plan" to Active Transportation Plan

6. Minor amendments that can potentially be handled through Process IVA

- Amend time limits to submit final plat to reference state statutes
- Update language to match RCW list and include transit stops and sidewalks for walking to school
- Clarify 50% glazing requirement for bay windows – Chapter 115
- Correct BN zone - PU-20 to be consistent with General Regulation 35.30.030.1.a
- Amend binding site plan regulations to match state regulations
- Add section that allows correction to federal or state codes without a code amendment when renumbering occurs

7. Public Works Amendments – Chapter 110
 - Clarify when right-of-way improvements are permitted to be developed within easements
 - Clarify specific street standards for business districts and/or allow PW's director to adjust (also in design guidelines?)
8. Correct issue of ABE and mass grading - allow building height to be measured from finished grade in large subdivisions
9. School Site Project
 - Consider increased height
 - Provide an allowance for MF housing
10. Review RV Regulations – Chapter 115
11. Review Downtown Restaurant Parking
12. Adjust number of unrelated people constituting a family (make consistent with State & Federal Law) Chapter 115
13. Review required parking for food trucks
14. Sports Court concerns - Chapter 115
15. Subdivision Ordinance
 - Remove requirement for Hearing Examiner to sign Short Plat document in case of an appeal.
 - Allow Planning & Building Director to approve final subdivisions
16. Have City Manager (or Planning & Building Director) sign Design Guidelines; Director approve final subdivision; amend binding site plan regulations to match state regulations
17. Adjust JBD 1 (Spuds)
 - Remove process IIA requirement, just DRB (now says over 30' IIA, otherwise DR)
 - Determine how to handle Master Plan
 - Determine if residential suites should be allowed
18. BN (and similar zones) - Clarify 13' ground floor/overall height allowance (may not be necessary)
19. Add code process for housekeeping amendments based on how we handle now



CITY OF KIRKLAND
Planning and Building Department
123 5th Avenue, Kirkland, WA 98033
425.587.3600- www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Allison Zike, AICP, Senior Planner
Jeremy McMahan, Deputy Planning & Building Director
Adam Weinstein, AICP, Planning & Building Director

Date: July 9, 2020

Subject: NE 85th St Station Area Plan
File No. CAM20-00153

Staff Recommendation

Review initial project concepts and alternatives development memorandum (see Attachment 1) prepared by [Mithūn](#), the City's lead consultant for the project, and discuss the key points below to guide development of alternatives to be studied with the Supplemental Environmental Impact Statement (SEIS).

- Confirmation of project objective, values, and goals
- Initial concepts and project progress
- Proposed method for grouping initial concepts into alternatives for further analysis through the Draft SEIS process
- Key issues that should be explored through alternatives development

Background

With the 2019-2020 budget, City Council authorized \$450,000 for creation of a Station Area Plan (SAP) associated with the Sound Transit Bus Rapid Transit (BRT) station planned for the I-405/NE 85th St interchange. The funding was dedicated to retain a multi-disciplinary urban design team to lead the City's development of the SAP.

In addition to the City's budget, the Department of Commerce has awarded Kirkland \$150,000 through the [E2SHB 1923 Grant program](#). These additional funds allowed the project scope to be expanded to include a Planned Action Ordinance (PAO) Environmental Impact Statement (EIS) and Form-based Codes (FBCs) in the study area. The advantage of a Planned Action Ordinance is to streamline environmental review for future development project in the Station Area. The creation of form-based codes for the Station Area will provide the community with graphic examples of the type of development anticipated, help create effective transitions between high and low

intensity land uses, and establish standards for quality public spaces within the Station Area.

Project Progress

The memorandum prepared by Mithun (see Attachment 1) includes a brief summary of the progress made in the initial phases of the Station Area Plan project, including development and publication of an [Opportunities and Challenges Report](#) and a [Market Analysis Report](#) for the study area.

In addition to continuing progress on the above-mentioned documents, staff and the consultant team have spent time since our March conversations with City Council and Planning and Transportation Commissioners to revise and refine the public engagement plan for this project, given the Governor's "Stay Home, Stay Healthy" order in response to the COVID-19 pandemic that took effect in March 2020. The team considered current public health guidelines, anticipated restrictions on public gatherings and meetings for upcoming outreach phases of the project, and also considered what may emerge as a "new normal" for social interactions moving forward. The refinement to the public engagement plan has resulted in identifying digital equivalents for some outreach activities that may "normally" take place in-person, but also planning contingencies for people that lack internet access to participate and remain informed of the project. The attached Public Participation Plan (see Attachment 2) details our considerations and our plan as we continue progress on this project.

In response to questions from the community and Planning Commission about the status of the WSDOT/Sound Transit I-405 BRT project, the project team is still proceeding under the assumption that that completion of the station is still scheduled for 2025. However, the Sound Transit Board will be working on a realignment plan for all ST3 projects, including the BRT project, which may result in changes to the NE 85th/I-405 station, along with its schedule for completion.

Public Input: Key Themes

A full summary of public input to date is included in the memorandum prepared by Mithun (see Attachment 1). Below is an excerpt from the memorandum of public input received in response to the initial project concepts.

Environment

- Support for the green streets and blue streets concepts, with a preference for usable space for people over inaccessible stormwater features and connecting to and enhancing the trail network.
- Strong priority to support views of Lake Washington, especially public viewpoints in potential new public spaces, because current view corridors are limited to private residences and the downtown waterfront area.
- Support of tree canopy as a distinctive feature for this area.

Mobility

- Strong interest in enhancing walkability, designing streets for everyone, and creating a 'car optional' community.
- Support for managing traffic and parking within residential neighborhoods.

- Strong support for improving pedestrian connections to Lake Washington High School, through better sidewalks and lighting.

Community

- Support of existing local businesses as an important part of the community and as part of a strategy to expand diverse employment opportunities.
- Strong support for urban design as a tool to create a safe environment for people to walk and bike, including pedestrian level street lighting and form-based code regulations that reduce unsupervised spaces such as parking, service areas, or nooks.
- Strong support for additional community gathering spaces and expanding access and connections to existing assets, especially the Cross Kirkland Corridor.

Development

- Strong support for proactively planning for growth and welcoming new neighbors and employees.
- Strong preference for design that reflects Kirkland's 'small town' feeling and charm as redevelopment and new development occurs.
- Support for preserving the existing variety of building types and promoting that type of mix in development and redevelopment.
- Preference for taller and more dense development in Rose Hill and continuing incremental or moderate infill in residential areas west of I-405.
- Support of existing character in residential areas.

Preliminary Alternatives Summary

The project team has developed three preliminary alternatives for study under the Supplemental Environmental Impact Statement. The preliminary alternatives are detailed in the memorandum prepared by Mithun (see Attachment 1) and summarized below. The project team is seeking direction from City Council on the grouping of initial concepts into the below preliminary alternatives and on any other key issues that should be explored during development of these alternatives.

No Action Alternative 1

This alternative would reflect existing zoning and current City plans. It would include limited residential development throughout the district, and in Rose Hill it would include substantial retail employment and modest office development up to 6 stories. Mobility changes would be limited, and environmental strategies would primarily consist of minor streetscape improvements as part of the existing design guidelines.

Action Alternative 2

This alternative would allow for significant growth throughout the district, encouraged through increased zoning allowances and infrastructure investments. Growth would be primarily focused on existing commercial areas such as Rose Hill. This growth would allow for a range of mid-rise mixed use residential and office buildings up to 10 stories with limited infill in established neighborhoods. Mobility and environmental strategies would focus on enhancing existing plans, including additional bike lanes, sidewalks, and minor green infrastructure investments.

Action Alternative 3

This alternative would allow for the most growth throughout the district. This growth would generally take the form of mixed use residential and office buildings up to 20 stories in select commercial areas, substantial smaller scale infill in established neighborhoods, and limited changes to residential areas such as Highlands and South Rose Hill. Mobility strategies would involve substantial investments in multimodal strategies to accommodate growth through transit, biking, and walking, as well as a district-wide parking strategy. Environmental strategies would be coordinated at a district scale to maximize environmental performance through green infrastructure and a signature “blue street” for addressing stormwater.

Planning Commission Direction

Staff held a study session with Planning Commission on June 25, 2020 to present the Station Area Plan initial concepts and request direction on alternatives development. Planning Commission discussed the key points listed in the Staff Recommendation section above. The below key points and questions were raised by the Commission in relation to the preliminary alternatives:

- Interest in emphasizing further study and creative alternatives in the light industrial area of Norkirk where the project team has identified a preliminary concept Flex Office/Small Business area
- Several Commissioners raised questions about the perceived lack of difference between preliminary Alternative 1 (no action alternative) and preliminary Alternative 2, and gave direction that Alternative 2 should explore taller building heights in the Rose Hill Business District
 - *Staff Response: the project team has revised preliminary Alternative 2 to study mid-rise office/residential mixed buildings up to 10 stories; the preliminary alternative discussed by Planning Commission proposed studying building heights up to only 6 stories.*
- Commission expressed interest in continued consideration of the parking strategy for the Station Area, particularly in any future commercial areas and in neighborhoods that may be impacted by BRT Station parking

Next Steps

With direction from the Planning Commission and City Council, the project team will begin analyzing the draft alternatives and begin work on the Draft SEIS. Public engagement phases planned for Fall 2020 will seek community input to guide selection of a preferred alternative and solicit comments on the Draft SEIS. Staff will return to City Council in late Fall 2020 to report out the input received from the aforementioned community input, and to discuss the Draft SEIS and selection of a preferred alternative. Final adoption of the Station Area Plan is anticipated in Spring 2021.

Attachments:

1. Initial Concepts and Preliminary Alternatives Memorandum, prepared by Mithūn, dated July 7, 2020
2. NE 85th St Station Area Plan Public Engagement Plan

cc: File Number CAM20-00153

MITHUN**Seattle**
Pier 56, 1201 Alaskan Way #200
Seattle, WA 98101**San Francisco**
660 Market Street #300
San Francisco, CA 94104**Los Angeles**
Mithun | Hodgetts + Fung
5837 Adams Boulevard
Culver City, CA 90232

Memorandum

To:	Allison Zike, Senior Planner, City of Kirkland	Date:	Tuesday, July 7 th 2020
From:	Erin Christensen Ishizaki, Mithun	Project #:	193000
Att:	Attachment 1: Preliminary Alternatives Matrix; Attachment 2: Initial Concepts; Attachment 3: Summary of Scoping Inputs	Project:	NE 85 th Street BRT Station Area Plan
cc:			
Re:	Initial Concepts and Preliminary Alternatives for Further Analysis		

Recommendation

The attached documents and accompanying presentation provide updates on the Initial Concepts for the NE 85th Street BRT Station Area Plan, comments received from the public during the Supplemental Environmental Impact Statement (EIS) Scoping period since the prior meetings with the Joint Planning and Transportation Commission and City Council in March 2020, and a preliminary direction for alternatives development.

City Council feedback is sought on the initial concepts and alternatives development, including:

- Confirmation of the Project Objective (which informs the EIS analysis), Values, and Goals,
- Discuss the Initial Concepts and answer any questions on the project work thus far,
- Confirmation of the proposed method for grouping these Initial Concepts into alternatives for further analysis through the Draft Supplemental EIS process, and
- Discuss key issues that should be explored through alternatives development.

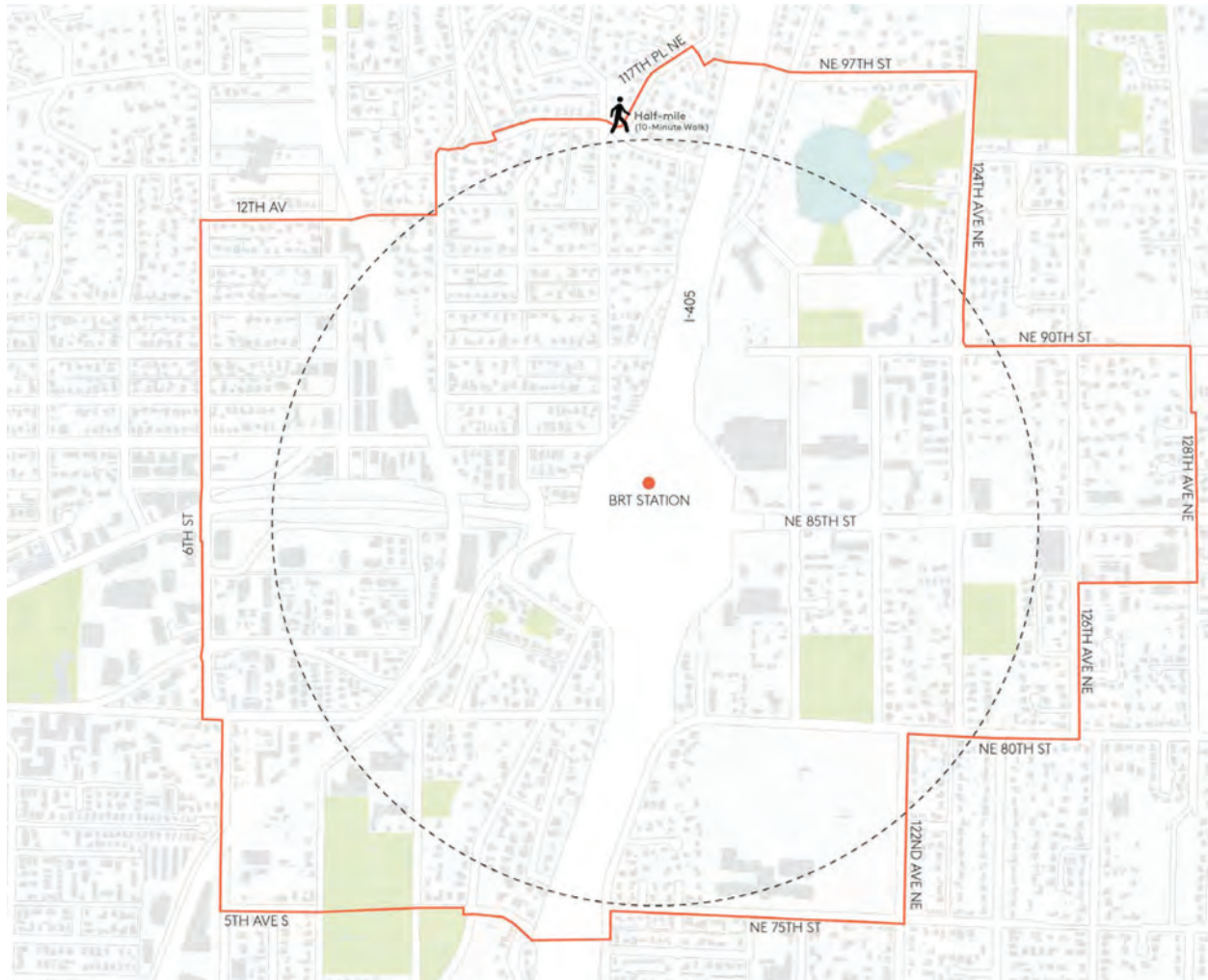


Fig 1. Station Area Plan study area

Project Status

This project includes a Station Area Plan for the study area, a supplement to the 2035 Comprehensive Plan EIS, as well as a Form Based Code. The station area planning project completed the Opportunities and Challenges phase with the publication of the Opportunities and Challenges Report and supplemental Market Study. Initial Concepts were developed based on these reports, the project objective, vision, values, and goals, and the foundation of the City's 2035 Vision in the Comprehensive Plan and were shared as part of the scoping period in a June 4th Online Community Workshop. Those Initial Concepts are currently being developed into preliminary alternatives to be further studied as part of the Draft EIS. Considerations that shape the alternatives development include grounding in the project objectives, public input, technical EIS requirements including distinct alternatives and rationale for studying impacts, and policy direction from the City including defensibility and transparency of the EIS.



Figure 2. Engagement Process

Project Objective

Leverage the WSDOT/Sound Transit I-405 and NE 85th St Interchange and Inline BRT station regional transit investment to maximize transit-oriented development and create the most value for the City of Kirkland, community benefits including affordable housing, and quality of life for people who live, work, and visit Kirkland.

Underpinning that objective are three distinct **values**:

- **Livability:** includes creating a built environment that promotes health, improves quality of life, integrates community design, creates a unique civic identity, and builds social cohesion.
- **Sustainability:** supporting built and natural systems that protect and enhance habitats, create a healthy environment, address resilience to climate change and other natural and human-made crises, and promote resource efficiency.
- **Equity:** ensuring Kirkland and the station area expand access to opportunity for all residents and visitors to Kirkland, supporting just distribution of benefits and burdens and encompassing inclusive opportunities for economic, physical, and social well-being.

Project Goals

The City of Kirkland established three major project goals for the Station Area Plan.

- **Development Near Transit:** Encourage short- and long-term development that supports high capacity transit with a mix of jobs, housing, and civic destinations located within walking distance of BRT.
- **Connected Kirkland:** Create effective last-mile connections between the BRT station and the City's neighborhoods and destinations, prioritizing safety and comfort for transit riders, pedestrians and cyclists.

- **Inclusive District:** Through an equity-centered planning process and design recommendations, cultivate a district that unlocks opportunity for all users with diverse housing choices for a range of income levels, a wide range of employment and economic diversity, and places for celebrating Kirkland's civic identity.

Summary of Initial Concepts

Initial Concepts for the station area plan study area have been developed based on the project objective, values, and goals, community feedback, discussions with the City's appointed and elected officials, the foundation of the City's 2035 Vision in the Comprehensive Plan and on the Opportunities and Challenges Analysis. The Initial Concepts were developed as an overarching framework for the district to support broad based community input as part of the scoping process and in the June 4th Online Initial Concepts Community Workshop. Additional detail is available in *Attachment 2: Preliminary Concepts* and in the public outreach materials linked on the project website: kirklandwa.gov/stationareaplan. This input is being used to expand on the Initial Concepts framework and to develop more specific alternatives for further study. These alternatives will be analyzed in the next phase of the project to determine how well they align with the city's goal for the project.

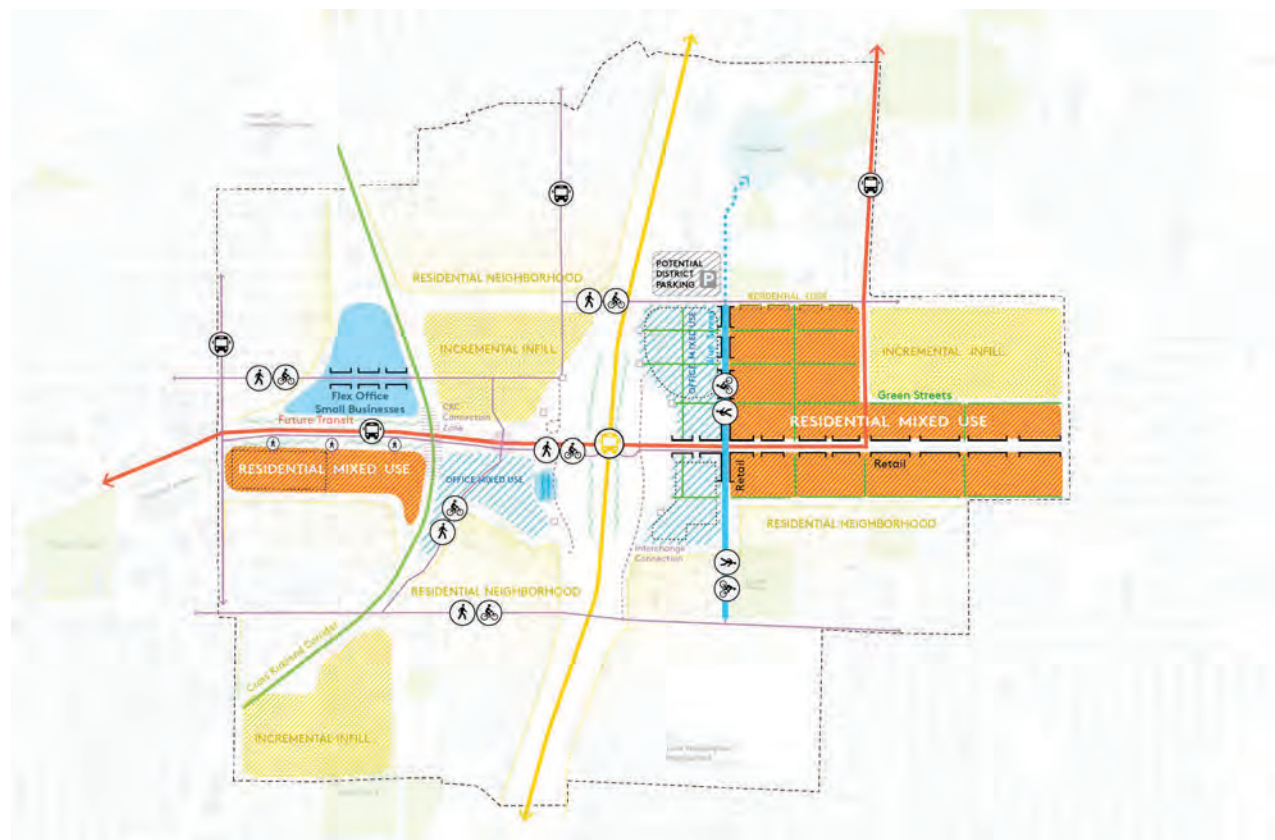


Fig 3. Initial Concepts Diagram, enlarged graphic available in Attachment 2. Initial Concepts

Environment

Kirkland's identity is strongly tied to its natural environment. Development and redevelopment projects in the Station Area, especially near Moss Bay and Forbes Creek, should manage stormwater to protect stream channels and salmon habitat. Dense areas of vegetation intersperse through existing neighborhoods, including: a woodland corridor, a riparian corridor that includes Everest Park, and wetlands surrounding Forbes Lake.

- **Stormwater Quality:** “Blue Street” streetscape and stormwater improvements along 120th Ave NE would focus on cleaning stormwater and could connect open spaces and activity hubs including the High School and Forbes Lake.
- **Enhanced landscaping and placemaking opportunities:** “Green Streets” would be enhanced with trees and plantings to provide shade, support walkability, and clean the air in the Rose Hill commercial area. Together with the proposed Blue Streets, these would protect and support a healthy environment as new development occurs.
- **Urban Tree Canopy:** West of the interchange, there are opportunities to preserve important areas of urban forests along NE 85th St, as well as ponds that could both help clean runoff, provide for habitat for birds and frogs, and build new public spaces for the community.

Mobility

The station area plan will explore different ways to establish multimodal connections around this area and to other parts of Kirkland and beyond. This vision builds on projects already underway, including the BRT station planned by WSDOT and Sound Transit and Metro's future RapidRide or other high frequency routes. It also proposes routes for walking and biking. It may be possible to reduce traffic congestion and shorten commutes by creating a mix of jobs and homes in this area.

- **Shuttle:** To improve mobility, a shuttle vehicle system could have a service area including the NE 85th St BRT station, downtown Kirkland or other major employment areas. A pilot program may help test how many people would be interested in using a shuttle like this and the best service areas.
- **Bike and Pedestrian Routes:** A system of paths could create strong connections for people to travel to and from the BRT station. These paths may go through the station to support safer travel and would link the station area with existing routes like the NE 87th St greenway and the Cross Kirkland Corridor. It would also connect with new routes to downtown Kirkland. New routes would be coordinated with the “Blue Streets” and “Green Streets”, which would add trees and landscaping that improve safety and comfort for people walking and riding.
- **Creating Green Street mid-block connections** in larger parcels in Rose Hill could provide more convenient access for all modes of travel.
- **Parking:** Parking in this area is a community concern and should be addressed as a part of mobility. Community concern centered on the potential for substantial increased parking demand associated with the new BRT station overwhelming nearby neighborhood streets, but also included questions about how best to address parking for future development resulting from this plan. New ideas for

parking should consider the needs of residents, businesses, and visitors. Addressing the visual influence of large parking lots could help create a pleasant area for walking and biking. It could also support more efficient land use and leave more space for other goals such as affordable housing or open space.

- Managing on-street parking could address the potential demand resulting from the BRT station and station area developments.
- A district parking facility, like the one downtown, could help the different stores and businesses in the Rose Hill commercial area share parking.
- Shared and reduced parking may be allowed in areas of compact, mixed-use development that may need less parking or could share parking.

Community

- **History and Identity:** The public has indicated a strong interest in incorporating meaningful references to the area's history in order to support its unique identity through the station area plan.
 - **First people:** The study area is on the land originally inhabited by the Duwamish and other Coast Salish people. They lived around the lake until the 1855 Treaty of Point Elliott, which created reservations and ceded 54,000 acres of prime land across the region to the United States government. The entire study area is also within the Muckleshoot Indian Tribe's Usual and Accustomed Fishing Area. The Muckleshoot Indian Tribe is composed of descendants of the Duwamish and Upper Puyallup people, and has been recognized as the tribal successor to these historic bands since the Muckleshoot Reservation establishment in 1857.
 - **Location of Peter Kirk's Mill:** The founder of Kirkland built a steel mill on Rose Hill near the present-day interchange in the early 20th century. Although the mill is no longer there, its outline is reflected in the street pattern and large blocks of the study area today.
 - **A Crossroads and a Hub:** Throughout history, the upland area of Rose Hill has been a crossroads for people traveling through the Eastside as well as an important gateway into Kirkland, 'The Hub of the Eastside'. Transportation infrastructure continues to play a large role in shaping growth, and there is an opportunity to celebrate what makes this area special for those who live, work, and visit here.
- **Equity:** A baseline equity assessment identified several priority marginalized populations affected by the station area plan, and equity opportunities for consideration in the Station Area Plan, including Community Resilience, Gathering, and Open Spaces; Jobs and Housing Equity; and greenhouse gas emissions.
 - **Priority marginalized populations:** Based on the equity assessment, priority marginalized populations include residents of color and limited English proficiency, seniors, youth, renters, residents experiencing poverty, and low-wage employees. Information about outreach to these populations is noted below in the Summary of Public Input.

- **Community Resilience, Gathering, and Open Spaces:** The area lacks community gathering spaces and public realm spaces including streets and sidewalks that are comfortable for people to spend time. Opportunities to create indoor and outdoor spaces for recreation and community gathering build community cohesion, promote health, and increase economic opportunity. Trails and sidewalks can provide critical non-motorized connections to essential services including health care, grocery and pharmacy, and parks and recreation.
- **Jobs and Housing Equity:** local employees face high housing costs in the Station Area - 50% higher than the King County average. Families and people who work in Kirkland but can't afford to live here face longer commute times and have little or no access to Kirkland's amenities. Because of a jobs/housing imbalance with nearly 90% of employees commuting into Kirkland and nearly 90% of residents commuting out for work, there is a substantial burden of time and cost to both residents and employees that also results in a high rate of vehicle miles travelled.
- **Vehicle Impacts:** The Station Area's proximity to I-405 and arterials exposes people to fine particulate air pollution and increased noise. Land use patterns should consider these stressors, strategies to reduce air pollution and noise, and consider locating sensitive uses, including residential and schools away from the freeway.

Development

The ideas for future development are grounded in today's context and the City's 2035 Vision. In this vision, a mix of new homes and jobs for all supports a stronger local economy and better quality of life. Development is proposed focused along the NE 85th St corridor that connects the waterfront and downtown east to Redmond.

- **Rose Hill commercial areas** could become an exciting, walkable, mixed use district, with new housing and stores along tree lined streets. Office Mixed Use near I-405 keeps homes farther away from the highway. Mixed Use along the NE 85th St corridor could provide upper floor office and residential for people from all walks of life. Lower floors would include community gathering spaces or stores. Good design would keep the area walkable and human-scaled with smooth transitions to the surrounding residential areas.
- **Norkirk industrial area** is important to the economy and the local character of this area. This may begin to grow into a flexible neighborhood with office, light industrial, and other uses that could work well together. Doing so would bring activity to the public realm, provide new job opportunities, and support small businesses.
- **Moss Bay, Everest, and Highlands residential areas** could continue to evolve based on the current mix of housing types and patterns of incremental infill, including redevelopment and expanded missing middle housing options. This kind of variety can provide options for welcoming families of many sizes, types, and income ranges and can support broader access to opportunity.

Summary of public input

Summary of engagement to date

Since the project team presented the Opportunities and Challenges Analysis findings to City Council on March 17th and members of the Planning and Transportation Commission on March 26th, Initial Concepts were developed and presented to an interdepartmental City Staff working group in a digital workshop, further refined, and shared for public input to inform the project and fulfil SEPA scoping requirements through a variety of methods including:

- Online Community Meeting: about 90 people participated in this June 4th meeting including about 13 project team members. City of Kirkland Planning Staff, Mithun, and BERK presented the work to date to the public and accepted public comment in a 45-minute small group breakout conversation.
- Stakeholder Briefing: A briefing of the Initial Concepts was offered to stakeholder agencies including Sound Transit and WSDOT (completed), as well as Lake Washington School District (pending).
- Storymap and Online survey: This digital tool provides information about the project to date and an opportunity for interested parties to submit their thoughts on their own time. The survey received 26 responses and closed on 6/16 at the end of the scoping period. The Story map received around 800 views in the last two weeks and will remain accessible to share project information with the public.
- Written Comments: The City received 32 comments from stakeholders and residents during the three-week scoping period, from 5/26 – 6/16.

Equity and Priority Marginalized Populations

Project notices were targeted to priority populations -- including residents of color and limited English proficiency, seniors, youth, renters, residents experiencing poverty, and low-wage employees -- via the Kirkland Youth Council, ARCH, King County Housing Authority, large employers and businesses.

Demographic questions from the initial round of engagement suggest that participants to date were primarily Caucasian homeowners between the age of 25-64. Future outreach will encourage additional participation from youth, seniors, people of color, renters, low income residents, and low wage employees. Strategies include:

- Continued outreach to Kirkland Youth Council and Lake Washington School District,
- Sharing outreach materials to ethnic grocery stores and cultural community groups and liaisons,
- Continued outreach to ARCH and KCHA, with requests that they share the materials with their tenants,
- Potential outreach to senior living facilities and major apartment management companies, and
- Potential workshop or townhall at The Sophia Way/ New Bethlehem Day Center

Key Themes

A full summary of public input will be provided in the *Attachment 3: Summary of Scoping Inputs*. The key themes summarized below are based primarily on the small group discussion during the June 4th Online Community Workshop.

Environment

- Support for the green streets and blue streets concepts, with a preference for usable space for people over inaccessible stormwater features and connecting to and enhancing the trail network.
- Strong priority to support views of Lake Washington, especially public viewpoints in potential new public spaces, because current view corridors are limited to private residences and the downtown waterfront area.
- Support of tree canopy as a distinctive feature for this area.

Mobility

- Strong interest in enhancing walkability, designing streets for everyone, and creating a 'car optional' community.
- Support for managing traffic and parking within residential neighborhoods.
- Strong support for improving pedestrian connections to LWHS, through better sidewalks and lighting.

Community

- Support of existing local businesses as an important part of the community and as part of a strategy to expand diverse employment opportunities.
- Strong support for urban design as a tool to create a safe environment for people to walk and bike, including pedestrian level street lighting and form-based code regulations that reduce unsupervised spaces such as parking, service areas, or nooks.
- Strong support for additional community gathering spaces and expanding access and connections to existing assets, especially the Cross Kirkland Corridor.

Development

- Strong support for proactively planning for growth and welcoming new neighbors and employees.
- Strong preference for design that reflects Kirkland's 'small town' feeling and charm as redevelopment and new development occurs.
- Support for preserving the existing variety of building types and promoting that type of mix in development and redevelopment.
- Preference for taller and more dense development in Rose Hill and continuing incremental or moderate infill in residential areas west of I-405.
- Support of the existing character in residential areas.

Summary of preliminary alternatives

Alternatives analysis is an important part of EIS preparation for the station area plan. The following set of preliminary alternatives include a no action alternative (Alt 1) and two action alternatives (Alt 2 & Alt 3). The no action alternative assumes the continuation of current trends and plans, including the 2035 Comprehensive Plan and current zoning. Alternatives 2 and 3 also reflect the vision and principles of the Comprehensive Plan but test different levels of growth within the spatial framework established in the Initial Concepts.

All three alternatives assume a planning horizon year of 2035 as a way to benchmark alternatives against the current 2035 Comprehensive Plan. However, buildout scenarios would likely extend beyond 2035 as the BRT station comes online in 2025 and market conditions adjust to new conditions.

Alternatives analysis will reference the EIS project objective: *“Leverage the WSDOT/Sound Transit I-405 and NE 85th St Interchange and Inline BRT station regional transit investment to maximize transit-oriented development and create the most value for the City of Kirkland, community benefits including affordable housing, and quality of life for people who live, work, and visit Kirkland.”*

The preliminary alternatives to be studied include:

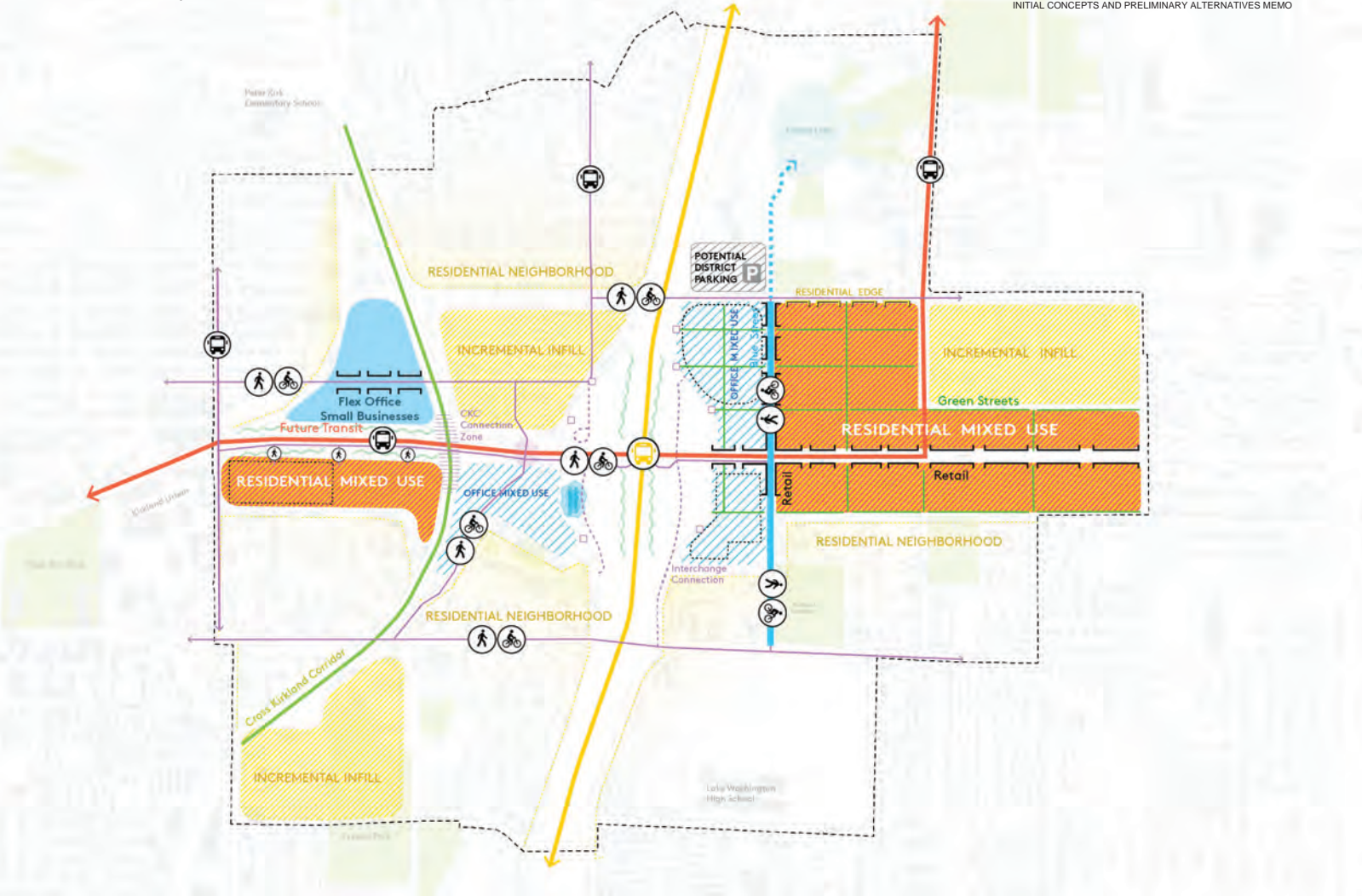
- **No Action Alternative 1:** This alternative would reflect existing zoning and current city plans. It would include limited residential development throughout the district, and in Rose Hill it would include substantial retail employment and modest office development up to 6 stories. Mobility changes would be limited, and environmental strategies would primarily consist of minor streetscape improvements as part of existing design guidelines.
- **Action Alternative 2:** This alternative would allow for significant growth throughout the district, encouraged through increased zoning allowances and infrastructure investments. Growth would be primarily focused on existing commercial areas such as Rose Hill. This growth would allow for a range of mid-rise mixed use residential and office buildings up to 10 stories with limited infill in established neighborhoods. Mobility and environmental strategies would focus on enhancing existing plans, including additional bike lanes, sidewalks, and minor green infrastructure investments.
- **Action Alternative 3:** This alternative would allow for the most growth throughout the district. This growth would generally take the form of mixed use residential and office buildings up to 20 stories in select commercial areas, substantial smaller scale infill in established neighborhoods, and limited changes to residential areas such as Highlands and South Rose Hill. Mobility strategies would involve substantial investments in multimodal strategies to accommodate growth through transit, biking, and walking, as well as a district-wide parking strategy. Environmental strategies would be coordinated at the district scale to maximize

environmental performance through green infrastructure and a signature “blue street” for addressing stormwater.

A more detailed description of each preliminary alternative is included in *Attachment 1: Preliminary Alternatives Matrix*.

Attachment 1: Preliminary Alternatives Matrix

Alternatives	Summary	Development	Mobility	Environmental Strategies	Relationship to Equity & Inclusive District
	<i>EIS Topics Studied</i>	<i>Land Use, Aesthetics, Public Services, Greenhouse Gases, Open Space, Housing, Economic Activity</i>	<i>Transportation, Greenhouse Gases</i>	<i>Surface & Stormwater, Utilities, Greenhouse Gases, Open Space</i>	<i>Public Services, Greenhouse Gases, Open Space, Housing, Economic Activity, Transportation</i>
No Action Alternative One <i>Reflects principles of comprehensive plan, recent trends and current zoning</i>	This alternative would reflect existing zoning and current city plans. It would include limited residential development throughout the district, and in Rose Hill it would include substantial retail employment and modest office development up to 6 stories. Mobility changes would be limited, and environmental strategies would primarily consist of minor streetscape improvements as part of existing design guidelines.	Rose Hill: Primarily retail development with limited office/ residential above Moss Bay/Norkirk/Everest/ Highlands: No change Other: Limited incremental infill	Transit: WSDOT/ST I-405 and NE 85th St Interchange and Inline BRT project Bike/Ped: Minor streetscape improvements associated with development frontages and planned projects Parking: Current requirements for new development	Minimize development near Forbes Lake Stormwater improvements included as part of the WSDOT I-405 Interchange project	Unlikely to produce substantial affordable housing Likely to maintain current transit, walking, and biking Unlikely to improve health equity factors such as access to open space, healthy food, and air quality Likely preserves existing retail jobs Unlikely to support additional education opportunities Unlikely to create new opportunities for community benefits through development linkages Unlikely to reduce the district's carbon footprint
Action Alternative Two <i>Reflects principles of comprehensive plan, with some rezoning and additional growth</i>	This alternative would allow for moderate growth throughout the district, primarily focused on existing commercial areas such as Rose Hill. This growth would allow for a range of mid-rise mixed use residential and office buildings up to 10 stories with limited infill in established neighborhoods. Mobility and environmental strategies would focus on enhancing existing plans, including additional bike lanes, sidewalks, and minor green infrastructure investments.	Rose Hill: Mid-rise office/residential mixed use (up to 10 stories) Moss Bay/Norkirk/Everest/ Highlands: Smaller scale residential/ office/industrial infill Other: Modest incremental infill, including Accessory Dwelling Units (ADU's) and missing middle housing, Neighborhood scale pocket parks or other smaller scale open space	Transit: WSDOT/ST I-405 and NE 85th St Interchange and Inline BRT project Bike/Ped: Incremental green streets midblock connections policy in Rose Hill, Enhanced bike/ped improvements (bike lane/new sidewalks) on 120th Ave NE and other key streets Parking: Reduced parking requirements for mixed use development, Managed on-street parking Other: Shuttle providing first-mile/last-mile access for surrounding neighborhoods and Downtown	Minimize development near Forbes Lake Stormwater improvements included as part of the WSDOT I-405 Interchange project Minor on-site stormwater and tree canopy improvements Streetscape-based stormwater improvements along 120th Ave NE Moderate/incremental green building standards	Possibly would produce some affordable housing and increase housing diversity Likely to encourage transit, walking, and biking Possible to improve health equity factors such as access to open space, healthy food, and air quality Likely to create new employment opportunities across office, retail, and other sectors. Possibly would support additional education opportunities Possibly would create new opportunities for community benefits through development linkages Likely to somewhat lower the district's carbon footprint
Action Alternative Three <i>Reflects principles of comprehensive plan, with substantial rezoning and additional growth</i>	This alternative would allow for the most growth throughout the district. This growth would include mixed use residential and office buildings up to 20 stories in select commercial areas, substantial smaller scale infill in established neighborhoods, and limited changes to residential areas such as Highlands and South Rose Hill. Mobility strategies would involve substantial investments in multimodal strategies to accommodate growth through transit, biking, and walking, as well as a district-wide parking strategy. Environmental strategies would be coordinated at the district scale to maximize environmental performance through green infrastructure and a signature "blue street" for addressing stormwater.	Rose Hill: Towers (up to 20 stories) with mid-rise office/residential mixed use (up to 10 stories) Moss Bay/Norkirk/Everest/ Highlands: Mid-rise office residential mixed use (up to 6 stories), Flex office/industrial in Norkirk Other: Moderate incremental infill, including redevelopment, Accessory Dwelling Units (ADU's), and missing middle housing. Significant investment in open space and community gathering spaces	Transit: WSDOT/ST I-405 and NE 85th St Interchange and Inline BRT project Bike/Ped: Required green streets midblock connections policy in Rose Hill, Substantial bike/ped improvements (cycle track network, retail supportive streetscape) on 120th Ave NE and other key streets Parking: District parking facility, Substantially reduce parking requirements in Rose Hill, Managed on-street parking Other: Shuttle providing first-mile/last-mile access for surrounding neighborhoods and Downtown, auto congestion reduction measures on key streets	Minimize development near Forbes Lake Stormwater improvements included as part of the WSDOT I-405 Interchange project Major on-site tree canopy improvements through green street midblock connections in Rose Hill Street reconstruction for 120th Ave NE to reduce on-site demands for stormwater improvements District sustainability strategies such as districtwide green building standards and district energy	Likely to produce significant affordable housing and increase housing diversity Likely to encourage transit, walking, and biking Likely to improve health equity factors such as access to open space, food, and air quality Likely to create new employment opportunities across office, retail, and other sectors. Likely to support additional education opportunities Likely to create new opportunities for community benefits through development linkages Likely to significantly lower the district's carbon footprint



Attachment 3: Summary of Scoping Inputs

This summary provides an overview of public comments received throughout the outreach and engagement period. The scoping comment period was held May 26, 2020 through June 16, 2020.

This is a preliminary summary of scoping comments. Scoping comments will be considered in the preparation of the Supplemental Environmental Impact Statement (SEIS), which may include analysis of the topic in the SEIS or referencing other planning or environmental documents or current development regulations that address the concerns. For a description of SEIS topics and a checklist, please see the project website:

https://www.kirklandwa.gov/depart/planning/Development_Info/projects/Bus_Rapid_Transit_Station_Area_Plan.htm.

Overview of Outreach and Engagement

The project team conducted outreach and engagement through several channels to provide the public and stakeholders with a range of methods of providing input.

Outreach

The City of Kirkland used a variety of channels to inform the public about the scoping period. These included:

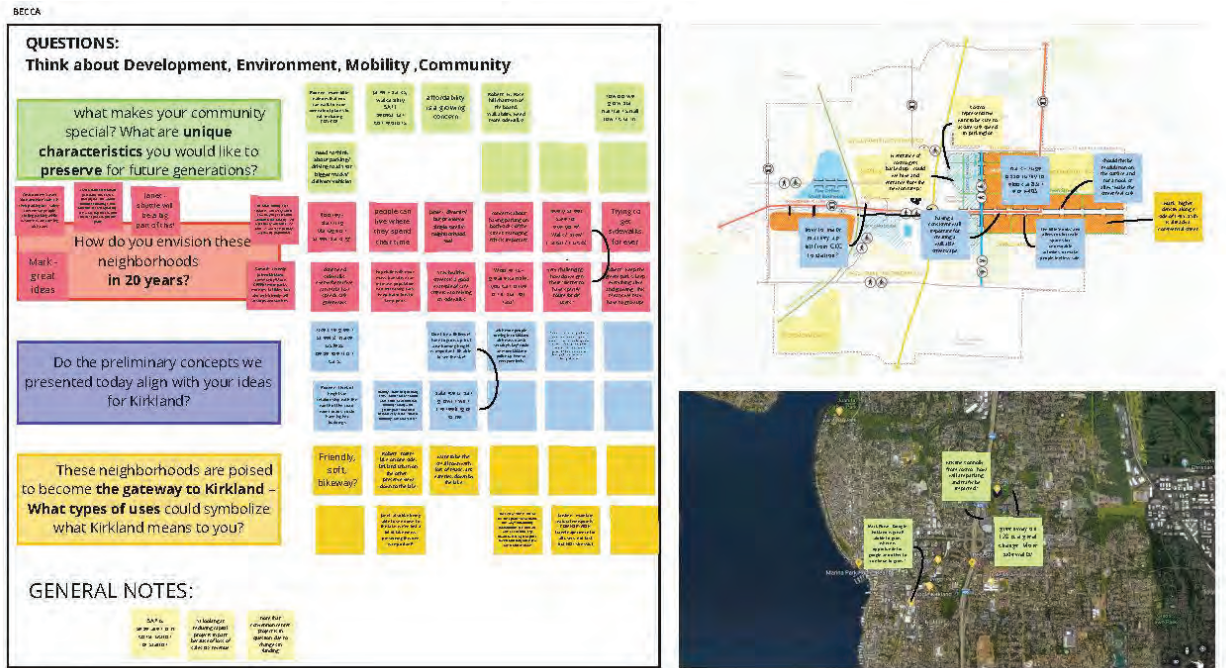
- Legal publication in the Seattle Times.
- SEPA notification sent to agencies according to the City's standard procedure.
- Postcards sent to residents and businesses within the study area.
- Posters hung in essential locations within the study area.
- Email messages sent to neighborhood associations within the study area, people on the interested parties list, a list of Kirkland area developers, and large employers in or near the study area.
- Social media messaging.
- A short description in a variety of city communications materials.

Real-time Virtual Workshop

At 6 pm on June 4, 2020, the City hosted a live online workshop. The workshop

included a large presentation to share out information and small group activities to collect input, as shown in Exhibit 1. About 90 people including 13 project team members participated in the workshop. After the workshop was completed, a video of the event was made available for viewing on the City's website.

Exhibit 1. Sample Small Group Activity from Virtual Workshop

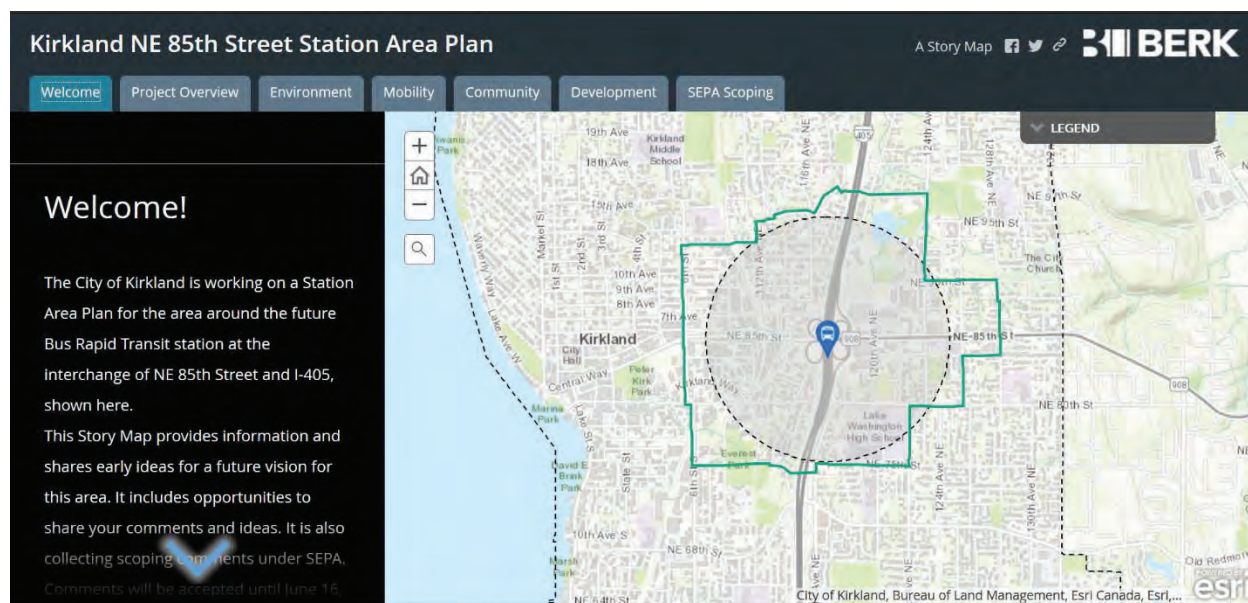


Source: BERK, 2020.

Survey and Story Map

An online story map served as an interactive online open house for stakeholders and the public to learn about the SAP on their own time. The survey and story map were available to participants at the conclusion of the virtual workshop on June 4 through June 16. An online survey associated with the story map provided a guided opportunity to provide feedback. The story map webpage received over 800 visits, though that number does not represent unique visitors, and 26 people completed the survey.

Exhibit 2. Online Story Map



Source: BERK, 2020.

Walkshop

The “walkshop” was designed to be a fun, active, and socially-distant activity in which members of the public could take a walk or bike ride through the Station Area, record ideas on a worksheet, then submit the worksheet to the City. The City did not receive any completed walkshop worksheets by the end of the comment period. However, the walkshop will be used to collect information on the study area through the end of summer 2020.

Written Comment

Stakeholders and members of the public submitted written comments. The City received a total of 32 written comments from individuals, corporations, small businesses, one tribe, and one State agency. Exhibit 3 shows a full list of commenters.

Exhibit 3. Individuals and entities that submitted written comments

Commenter Affiliation	Commenter	Date Received
Costco	Therese Garcia	June 15, 2020
Google	Jim Isaf	June 16, 2020
Lee Johnson Automotive Group	Jack McCullough	June 16, 2020
Muckleshoot Tribe	Karen Walter	June 16, 2020

Commenter Affiliation	Commenter	Date Received
WSDOT	Barrett Hanson	June 16, 2020
Individual	Adam Skagen	June 11, 2020
Individual	Andy Liu	June 1, 2020
Individual	Betty Graham	May 27, 2020
Individual	Bob Keller	June 3, 2020
Individual	Christine Hassett	June 5, 2020
Individual	Daniel Gabel	May 22, 2020
Individual	Daphna Robon	June 2, 2020
Individual	Debbie Ohman	June 4, 2020
Individual	Don and Jane Volta	June 16, 2020
Individual	Duane Burrow	May 29, 2020
Individual	Edward Wang	June 10, 2020
Individual	Jackson Weaver	June 8, 2020
Individual	[Requested anonymity]	June 13, 2020
Individual	Jeff Roberts	June 1, 2020
Individual	Joah Lindell Olsen	May 23, 2020
Individual	Karen Story	May 26, 2020
Individual	Laila Saliba	May 24, 2020
Individual	Mark Heggenes	June 15, 2020
Individual	Mark Plesko	June 16, 2020
Individual	Matthew Gregory	June 16, 2020
Individual	Matthew Sachs	May 25, 2020
Individual	Maureen Hughes	May 29, 2020
Individual	Ryan McKinney	June 12, 2020
Individual	Sarah L Richards	June 16, 2020

Source: BERK, 2020.

Thematic Summary of Comments

Quality of Life and Sustainability

- **Mitigate noise pollution**, including construction noise and road noise. Conduct construction during daytime only or provide funding to help residents construct fences. Mitigate road noise in the Highlands by constructing a taller sound wall.
 - › Survey respondents often indicated that their top environmental objective for the SAP is reducing noise pollution for near I-405, with nearly three in four respondents including this objective in their top three priorities.
 - › About two-thirds of survey respondents expressed excitement for landscaping and noise walls to isolate neighborhoods from noise and pollution of I-405.
- Identify and encourage use of **clean energy** such as solar power in development and transportation.
- Address **traffic congestion** at the interchange to reduce emissions.
- When asked to select their top three objectives for the SAP to accomplish, nearly half of survey respondents prioritized **improving the sustainability and health of the neighborhood**.

COVID-19 Pandemic

- Consider the **impact of the pandemic on local revenues** in determining project budget.
- Consider how the pandemic and future work-from-home patterns may impact the future need for **public transit**.
- Focus on **outdoor dining or food truck areas**.

Survey respondents were most likely to select the creation of more open space as the top opportunity for the SAP to support community wellness and resilience in the face of a public health crisis. See Equity

- Kirkland should become a leader in **anti-racist urban planning**. Every choice should be actively anti-racist and address systemic racism.
- The plan should **prioritize the needs of BIPOC** (Black, Indigenous, and People of Color) and low-income residents and workers to build an anti-racist community where BIPOC will want to live and work because they are seen, heard, honored, and safe.
- The SAP should support **people who do not own cars**. Designing for cars is at odds with making the area for everyone.
- Incorporate low-income housing. For more discussion of this topic, see Land

Use Patterns and Policies: Housing Affordability.

- Prioritize **accessibility** for seniors and people with disabilities.
- Land Use Patterns and Policies: Public spaces for further discussion of open space.
- Over half of respondents see the SAP as an opportunity to support community resilience by increasing flexible use of sidewalks, streets, and commercial space to support local or small businesses; improving air quality to reduce potential of respiratory health concerns; and creating wider sidewalks.

Equity

- Kirkland should become a leader in **anti-racist urban planning**. Every choice should be actively anti-racist and address systemic racism.
- The plan should **prioritize the needs of BIPOC** (Black, Indigenous, and People of Color) and low-income residents and workers to build an anti-racist community where BIPOC will want to live and work because they are seen, heard, honored, and safe.
- The SAP should support **people who do not own cars**. Designing for cars is at odds with making the area for everyone.
- Incorporate low-income housing. For more discussion of this topic, see Land Use Patterns and Policies: Housing Affordability.
- Prioritize **accessibility** for seniors and people with disabilities.

Land Use Patterns and Policies

City Character

- **Balance change and increased density with maintaining character.** Maintain Kirkland's small-town charm and single-family neighborhood feel.
 - › Comment in support of **maintaining character**: "I am deeply concerned about our quiet, family oriented neighborhood being labeled "infill" and seemingly being targeted as being developed into a more city-like landscape. Our area is still very much a safe, quiet, wooded beautiful area full of residents able to go on a quiet walk away from the noise and dangers of a heavily trafficked city-like area. I do not want to see our beautiful corner of Kirkland be destroyed to make way for a bus station."
 - › Comment in support of **development**: "Think bigger. 85th is a huge area that is ripe for redevelopment. It should be huge – think on the order of a downtown. The vision should be a continuous interesting area connecting downtown Kirkland to downtown Redmond, not isolated pockets."
- Ensure compatibility with other planning efforts such as the Highlands

Neighborhood Plan revisions and the 100-year growth target for development.

- Create **visual continuity with downtown Kirkland**.
- When asked to select their top three objectives for the SAP to accomplish, over half of survey respondents prioritized **minimizing impacts on existing neighborhoods**, making this option respondents' second-top priority after 'Make the area more safe, walkable and pleasant'.

Housing Affordability

- Study **expansion of the Multi-Family Tax Exemption program** as an incentive to encourage construction of affordable housing in the Station Area.
- Modify **zoning** to improve housing affordability.
- Develop the east and west sides of I-405 **equitably** and ensure that the development provides services, spaces, and housing for all populations.
- Nearly two in three survey respondents identified affordable housing as an opportunity for how the SAP can support a more inclusive community.

Public spaces

- Incorporate **more greenery and more parks**. Include native plants in landscaping. Increase access to existing parks like Forbes Lake.
 - › About two-thirds of survey respondents expressed excitement for "green streets" enhanced with trees and plantings.
- Create **shade** options, preferably by trees.
- Consider incorporating **plaza spaces** instead of parks.
- **Incentivize open space and greenery** for developers.
- Open space provisions should not compromise **Transit-Oriented Development densities**.
- Incorporate murals and public art to create community identity.
- When asked to select their top three objectives for the SAP to accomplish, survey respondents overwhelmingly prioritized making the area more **walkable, safe and pleasant**, with 81% of respondents prioritizing this objective.

Uses

- Study densities and building forms that **encourage additional office development** in the core of the Station Area, including taller heights, large floorplate buildings, and single-use office buildings on large sites. This will support the City's goals for job creation in the future Downtown Kirkland urban center.

- Be permissive rather than restrictive and **allow the broadest range of compatible uses** within the Station Area.
- On the ground floor of pedestrian-supporting streets, encourage retail uses or other activating uses such as customer-service office uses, meeting rooms, events spaces and bicycle and health facilities.
- **Do not require a minimum amount of retail space** in development sites. Retail should be allowed to develop incrementally over time in response to market forces. Over-proliferation of retail could hurt existing legacy businesses.
- **Identify and estimate growth thresholds for Costco** to evaluate how the property could develop over time.
- Protect the **Norkirk Light Industrial Technology Zone**.
- Ensure robust engagement and consideration of neighbors in the Rose Hill area.
- Overhaul the land uses to **incorporate more housing** and business.
- Survey respondents' top area of concern with the SAP is incremental residential infill west of I-405, with slightly under half of respondents expressing concern with this concept.

Zones and building heights

- Maintain **visibility of the sky** by reserving taller buildings for wider streets. Maintain Kirkland's views of nearby lakes, natural spaces, and mountains.
- Allow taller buildings in the Station Area to achieve **Transit-Oriented Development goals** and the City's vision for a Kirkland Downtown Urban Center that will encompass Rose Hill. Study at least one alternative that allows heights up to 270' in the office /mixed-use core of the Station Area and heights up to 180' for the residential / mixed-use areas along NE 85th St. Moving outward from the core, study lower height limits that provide an adequate transition to lower intensity land uses.
- **Up-zone the station area** and require developers to build at the zoning density.
- On large sites, rather than prescribing set height limits, **allow a range of heights** within an overall average height limit to account for topography and provide transitions to adjacent sites and uses. Heights should match heights allowed for buildings with different construction types in the building code, including mass timber buildings allowed in the 2019 Washington State Building Code update.
- Increase housing density near the transit center. Increased density and height instead of sprawl helps **reverse climate change**. New development should provide environmental mitigation. The City could incentivize net-zero buildings.

- Ensure potential up-zoning does not disproportionately impact local property owners by **grandfathering property tax rates** unless the property were redeveloped.

Natural environment

- Maintain and enhance the existing **tree canopy, wetlands, and sensitive environments**. Support native plants.
- Consider and mitigate **impacts to wildlife** in the infill area. If existing trees in the greenbelt are removed, how will local bird habitat be transitioned?
- Clarify the meaning of the **Ecological Improvement Opportunity** within the middle of the NE 85th Street interchange and coordinate with WSDOT.

Public Services

- Increased development and additional people could pose safety issues. **Incorporate safety measures** such as adequate lighting, safe crossing infrastructure, and adequate police and fire services. Design streetscape to ensure line-of-sight for pedestrian sense of safety and avoid nooks.
 - › Protect cyclists and pedestrians from **dense vegetation** that creates a sense of insecurity.
- Bring **schools** into the station area to accommodate population growth. Provide support for schools.
- Incorporate **libraries**.

Surface Water and Stormwater

- Entire study area is within the Muckleshoot Indian Tribe's Usual and Accustomed Fishing Areas. **Consult with the Muckleshoot Tribe** to address alternative approaches to stormwater management. Address fish access and habitat. Review piping of stream network in Moss Bay and Forbes Creek Basins. See comment letter for further detail.
- **Protect adult and juvenile salmon**. Increase instream habitat and complexity to offset velocity increases. Use enhanced stormwater treatment methods to remove metals and oils and reduce salmon exposures. Assess modifications to culverts and pipes based on their ability to pass adult and juvenile salmon. Work with private landowners to improve fish passage.
- **Reconsider the location of the "Blue Street" concept** on 120th Avenue NE, the principal transportation connector for the most intensive development sector under the Plan. The Blue Street may reduce the function and adequacy of the street to serve adjoining properties. Complete a cost / benefit analysis of the Blue Street concept for stormwater detention and overall ecological function versus other low impact development techniques. Other strategies

may be more effective at a lesser cost.

- Incentivize incorporation of **green building strategies** like LEED, Salmon Safe, and others.
- **Daylight stream courses** in the study area to enhance the natural features of the area.

Transportation

Cars, Trucks, and Congestion

- Evaluate the impact on traffic volumes and congestion in the area from the planned action and any associated proposed **mitigation measures**.
- Ensure **buses do not impede traffic flow** on NE 85th St.
- There are concerns about the impacts of a “Kiss and Ride” area on **neighborhood traffic**, including speeding and noise.
- **Trucks and delivery vehicles** need to be able to easily access businesses and residences in the station area.
- **Deemphasize single-occupancy vehicles** on neighborhood streets.
- The lack of public transit to the station may result in an increased concentration of **rideshare drivers** as “last-mile” options that will increase congestion.

Parking

- Study **“right size” parking requirements** in the Station Area and reduce parking ratios to account for transit availability.
- Discourage spillover parking in Station Area residential neighborhoods by creating **zoned or time-limited parking**. Ensure neighborhoods have input to parking zoning boundary lines.
- Consider a **Park and Ride** to support current transportation needs and uses.
 - › Representative comment in **support**: “I think it will be crucially important for there to be a sizeable park & ride (e.g. similar in capacity to the one at NE 70th) near the new BRT station. As much as we hope that new connections will reduce the need for cars, I think a lot of people will still need to rely on a car to get to the BRT station. The current plan does not appear to have enough parking to support the station and expected new businesses. (As a side note, parking is currently inadequate in downtown Kirkland which I think is limiting the potential of downtown businesses.)”
 - › Representative comment in **opposition**: “It’s important to me that this facility NOT have a giant parking lot. That just means a giant flush of single-occupancy vehicles in/out at commute times. We need good

- Survey respondents' second top area of concern with the SAP is parking, with about one-third of respondents indicating concern with shared and reduced parking in areas of compact mixed-use development, and a similar proportion expressing concern with zoned or permit-based parking in residential areas.

- At the virtual workshop, transportation was the top thematic focus for attendees. As Exhibit 4 shows, attendees most commonly identified pedestrians and pedestrian-focused ideas for the SAP. Parking and connectivity were also common ideas.

[illegible]

- **Deprioritize cars** in favor of walking, biking, and transit to create access without a car. Evaluate how to encourage **“last-mile” connections** by pedestrians and bicycles to the BRT station from Downtown Kirkland and beyond. Study options and incentives for construction of **new infrastructure for pedestrians and bicycles** from the BRT station to Downtown Kirkland, the Cross Kirkland Corridor, and Kirkland Urban, with pedestrian-scale businesses and amenities.

- › Consider **safety improvements** like lighting, marked crossings, and barriers and incorporate **bike lockers** at the BRT.
- › Identify one or more connections to safely move pedestrians **east-west across I-405**. Add signage to notify pedestrians of crossings. Consider alternates to overhead bridges which have a challenging grade and are loud.
- › Just over half of survey respondents expressed excitement for new or improved biking routes in the area.
- When asked about opportunities for the SAP to ease travel to and through the station area, survey respondents most frequently selected pedestrian and cyclist opportunities: about three-quarters of respondents want easier and safer crossings for walking and biking; the same proportion want improved streetscapes such as street trees, shade, and wider sidewalks, and nearly two-thirds want more continuous sidewalks.
- Support a **walkable grade** by incorporating an elevator, gondola, or funicular.
- The area should be walkable with **local amenities** on a **pedestrian scale**. Increase **sanitation** to remove litter and graffiti.
- Development of larger sites adjoining I-405 should not be burdened with a street grid that lacks connections but should instead be allowed to develop pursuant to a **master plan** that better achieves the goals of accessibility and pedestrianism for those unique sites.
- The following specific locations could benefit from pedestrian and bicycle infrastructure improvements:
 - › Identify workarounds for the **challenging grade of NE 87th St**.
 - › Add **protected bike lanes** and enforce speed limits on NE 85th St to make it safer and more welcoming to pedestrians and cyclists.
 - › Connect the station with the **bridge over I-405 to Rose Hill** to promote public transportation use to a larger community and connect to **Lake Washington High School**.
 - › Retain and improve the **bike trail from the Kirkland Way Park and Ride** to the NE 80th Street overpass to support road cyclists who do not use the Cross Kirkland Corridor.
 - › Maintain and enhance **Kirkland Way as a cycling route** with a gradual grade between Downtown Kirkland and the future station.
 - › **Coordinate with WSDOT** if the proposed bicycle/pedestrian crossing of I-405 at NE 90th St is included in the alternatives.
 - › Include the three **unfunded non-motorized connections** within the NE, SE, and SW quadrants analyzed as part of the I-405/NE 85th Street Project.

- › Redevelop the area near intersection of NE 87th St and the Cross Kirkland Corridor into a **pedestrian/bike destination**.
- › Create a **direct route from the station to the Highlands neighborhood** without a detour to 114th Ave NE. Create a pedestrian shortcut from the south end of 116th Ave NE to Highlands.
- › Install a **bike runnel** on the short flight of stairs west of the Cross Kirkland Corridor on the south side of NE 85th St at the entrance to Kirkwood to connect the trail with downtown and the station.
- › **Infill sidewalk** on the east side of Kirkland Way, just north of Railroad Ave.

Transit Connections

- **Shuttles** or free ride-share services could help connect pedestrians to the station and prevent the need to construct additional parking. Some commenters suggested that the City should permit large employers to provide private shuttles.
 - › Consider individual **autonomous vehicles** or autonomous vehicle shuttles within the next decade.
 - › Just over half of survey respondents expressed excitement for a shuttle bus to connect the station to downtown Kirkland and major employment areas.
- The **Highlands** neighborhood needs additional transit.
- One commenter requested clarification about the **Discounted Fare Zone** within the interchange area and whether it would impact traffic in this area.
- The Station Area Plan should support **connectivity** to other cities or employment centers.
- Over four in five survey respondents identified transportation options as an opportunity for how the SAP can support a more inclusive community.
- Over half of survey respondents identified improved transit connections as an opportunity for the SAP to ease travel to and through the station area.

Questions

- Will existing homes be demolished to make way for new traffic lanes?
- Have you considered the negative impact on noise and traffic on people who live in the immediate area, and what – if any – steps do you plan to take to reduce increased noise and traffic?
- What is the meaning and implications of "Excess WSDOT ROW"? What are the implications of the development opportunities for the SW corner of the Highlands ?

- What are the implications of "Infill" and the expected extent of "Infill" in the Highlands area?
- How does the Kingsgate TOD model relate to the Station Area Plan?

1.1 Survey Summary

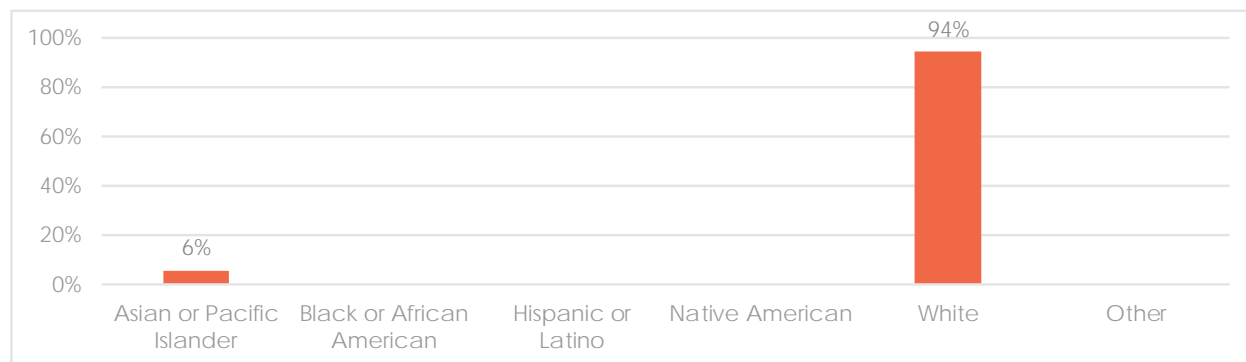
Below is a summary of responses to the survey associated with the storymap and online open house. Free-response comments and survey findings have been integrated into the overall comments summary above where possible, though we also include select open-ended responses below.

1.1.1 Demographics of survey respondents

The following exhibits show basic demographic information about the survey respondents.

As shown in Exhibit 5, nearly all the survey respondents identified as White.

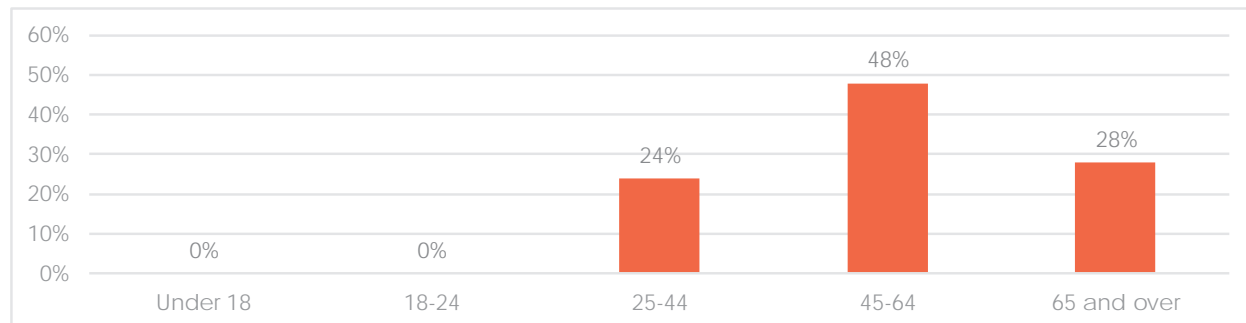
Exhibit 5. Survey Responses to the Question “What is your racial or ethnic identity?”



Source: BERK, 2020.

Exhibit 6 shows that survey respondents were most likely to be between the ages of 45 and 64, with an equal proportion older or younger than this range. No young adults (ages 18-24) or youth responded.

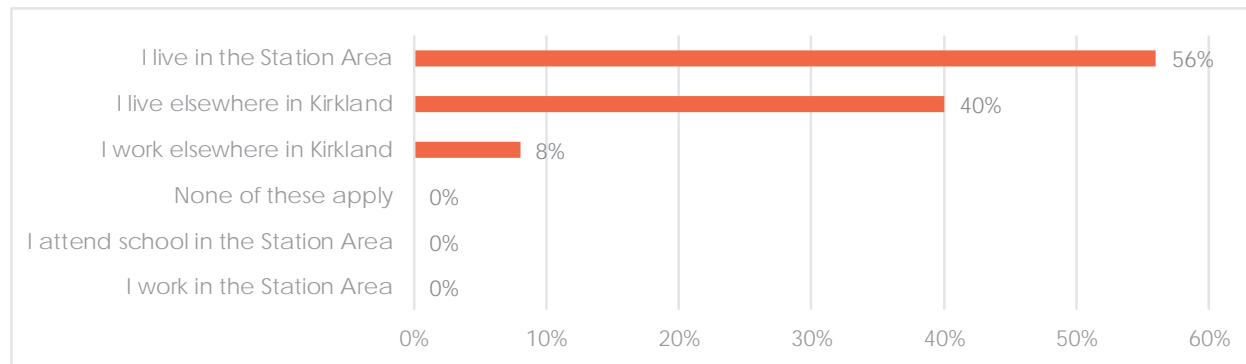
Exhibit 6. Survey Responses to the Question “What is your age?”



Source: BERK, 2020.

Exhibit 7 shows that almost all respondents are Kirkland residents and over half live in the Station Area. **Error! Not a valid bookmark self-reference.**

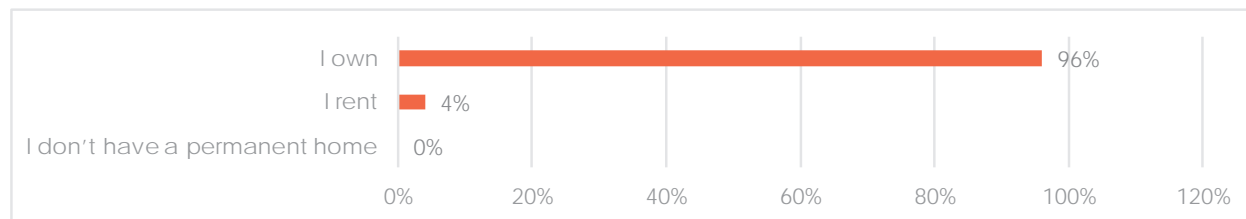
Exhibit 7. Survey Responses to the Question “What is your relationship to the Station Area Plan? Please choose all that apply.”



Source: BERK, 2020.

Most survey respondents are homeowners, not renters, as Exhibit 8 illustrates.

Exhibit 8. Survey Responses to the Question “Do you own or rent your home?”



Source: BERK, 2020.

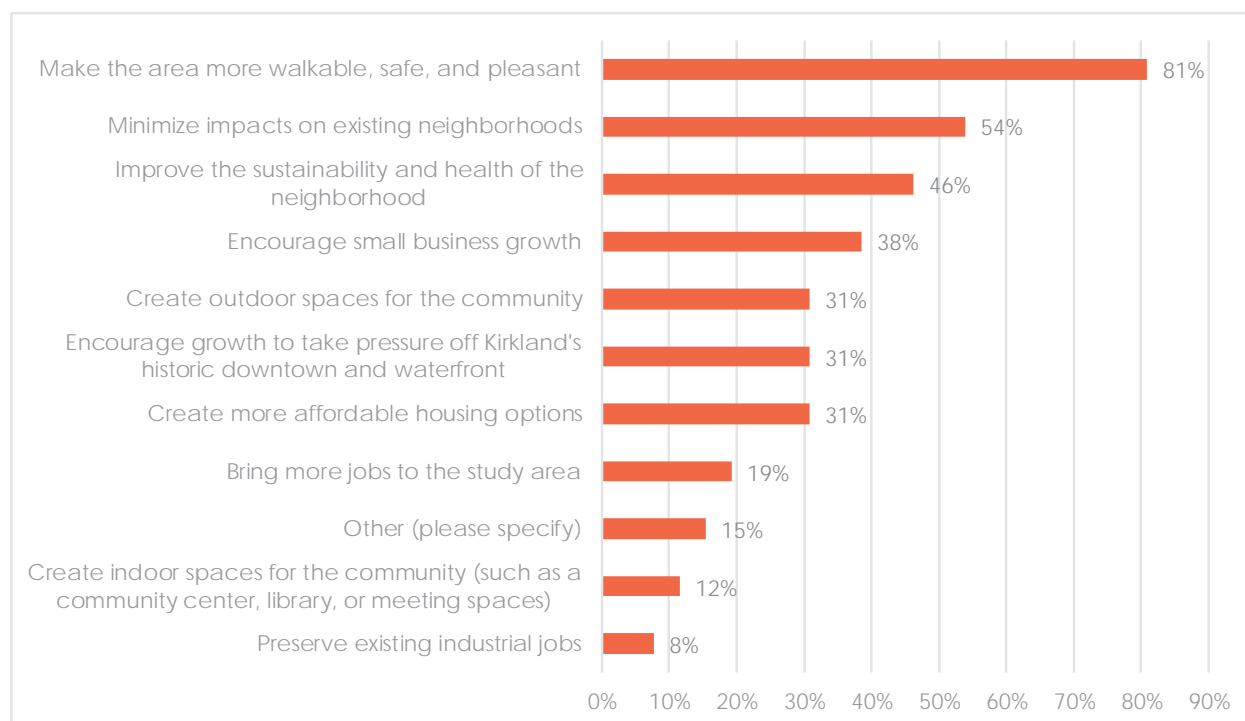
1.1.2 Objectives and Priorities

The following section and exhibits discuss survey respondents' top priorities for the SAP. Beyond the exhibits shown below, the survey also asked respondents the following entirely open-ended questions, for which there are no exhibits but for which the responses have been integrated into the overall comment summary:

- "What type of social and environmental impacts should the City look at as it develops this plan?"
- "Are there any ideas that should be included in this plan's alternatives? Consider options for housing, land use, mobility, environment, or community."

Exhibit 9 shows respondents' top priorities for the SAP to accomplish. Respondents indicate that their top priority is for the SAP to be a walkable, safe, and pleasant area, with over four in five respondents including this objective in their top three priorities.

Exhibit 9. Survey Responses to the Question "Which objectives are most important for the plan to accomplish? Please select your top 3 choices."



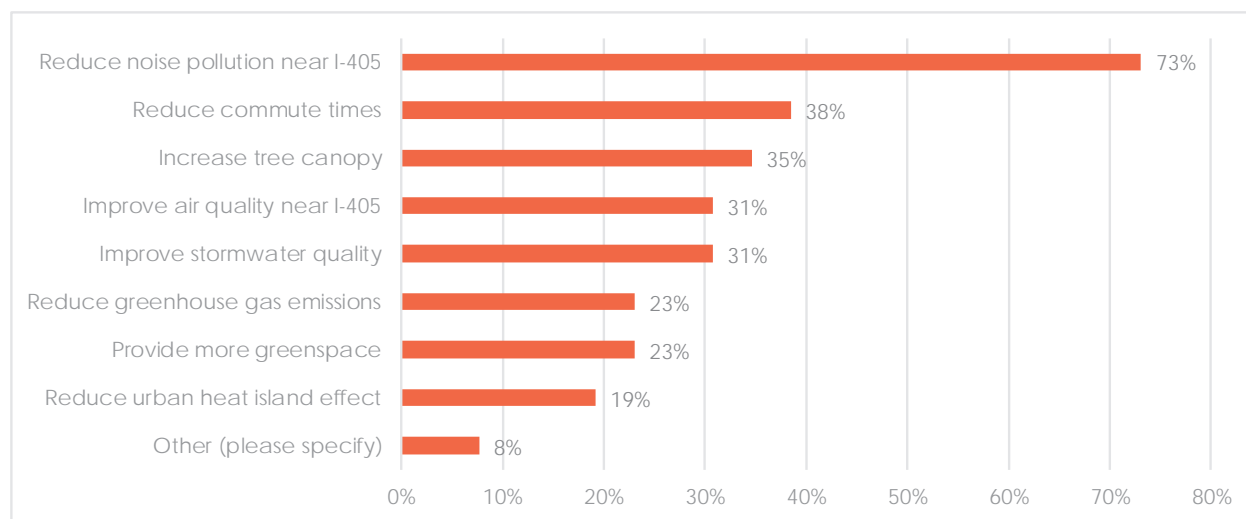
Source: BERK, 2020.

Selected Other Responses:

- This area can achieve the 100-year growth target for development.

Survey respondents overwhelmingly indicated that their top environmental objective for the SAP is reducing noise pollution for near I-405, as Exhibit 10 reveals. Nearly 73% of respondents included this objective in their top three priorities, almost twice the number of respondents who selected the next top priority.

Exhibit 10. Survey Responses to the Question “What sustainability or environmental goals should this plan tackle? Please select your top 3 choices.”



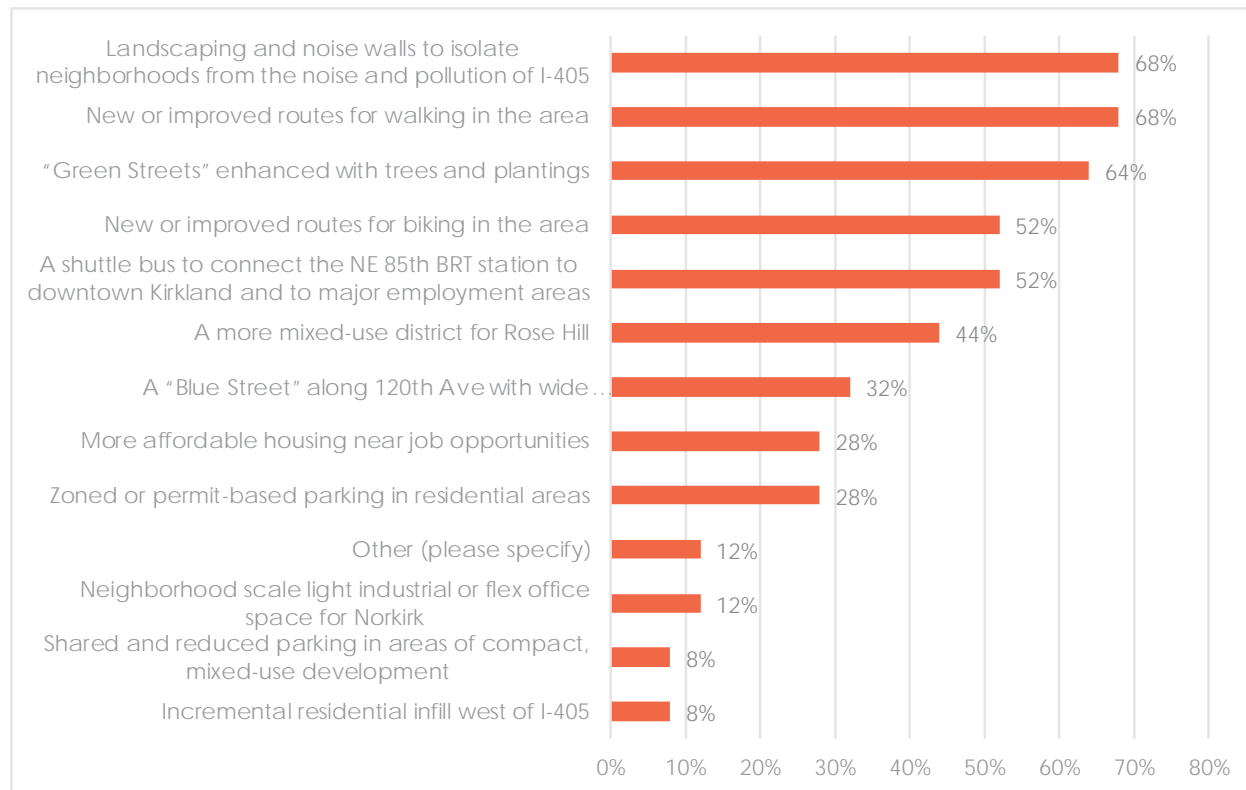
Source: BERK, 2020.

Selected Other Responses

- Reduce the impact of urban development.
- Address traffic congestions at the 405/85th St interchange.

As Exhibit 11 shows, approximately two-thirds of respondents expressed excitement for each of the following three potential concepts for the Station Area: landscaping and noise walls to isolate neighborhoods from noise and pollution of I-405; new or improved walking routes in the area; and “green streets” enhanced with trees and plantings. Just over half of survey respondents expressed excitement for new or improved biking routes in the area and for a shuttle bus to connect the station to downtown Kirkland and major employment areas.

Exhibit 11. Survey Responses to the Question “Which of the concepts presented for this area are you most excited about? Please choose all that apply.”



Source: BERK, 2020.

Selected Other Responses:

- Fewer cars.

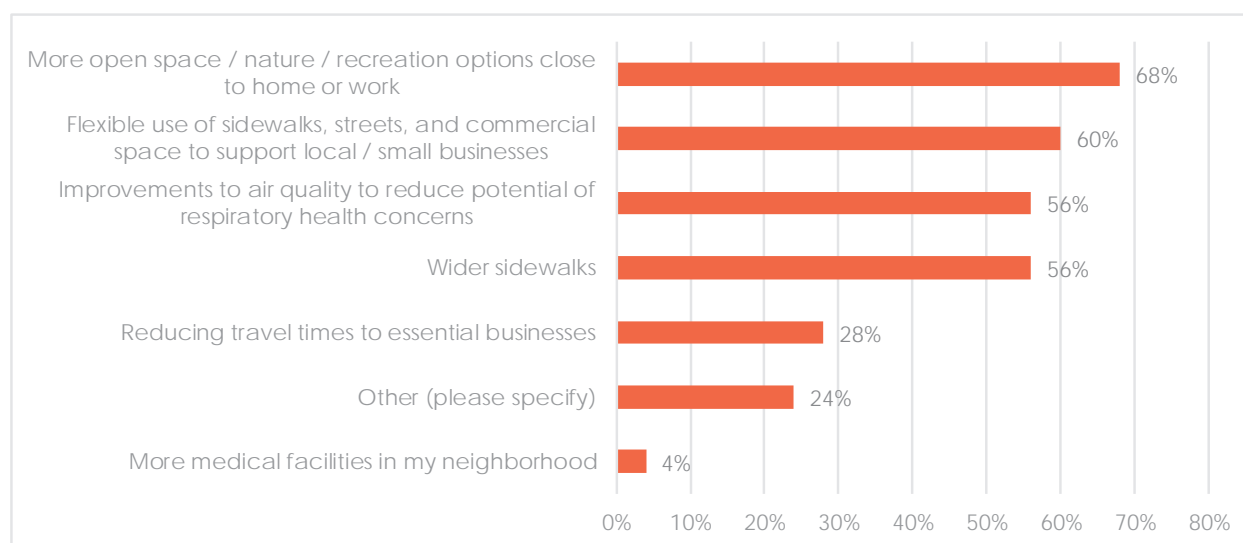
1.1.3 Opportunities for Improvement

The following section and exhibits discuss the top opportunities that survey respondents named for the SAP. Beyond the exhibits shown below, the survey also asked respondents the following entirely open-ended question, for which there is no exhibit but for which the responses have been integrated into the overall comment summary:

- “Share what makes the station area community or location unique. How can the plan build on this for the future?”

The current COVID-19 pandemic raises the prominence of community health considerations. Exhibit 12 shows survey respondents’ ideas about how the SAP can support community wellness and resilience in the face of a public health crisis. Survey respondents were most likely to identify the creation of more open space as an opportunity, and over half of respondents also see the SAP as an opportunity to increase flexible use of sidewalks, streets, and commercial space to support local or small businesses; improve air quality to reduce potential of respiratory health concerns; and create wider sidewalks.

Exhibit 12. Survey Responses to the Question “COVID has impacted how we spend time in our neighborhoods and how we use public space. What changes could be made in the Station Area to strengthen community and improve resiliency in response to a future public health crisis? Please choose all that apply.”



Source: BERK, 2020.

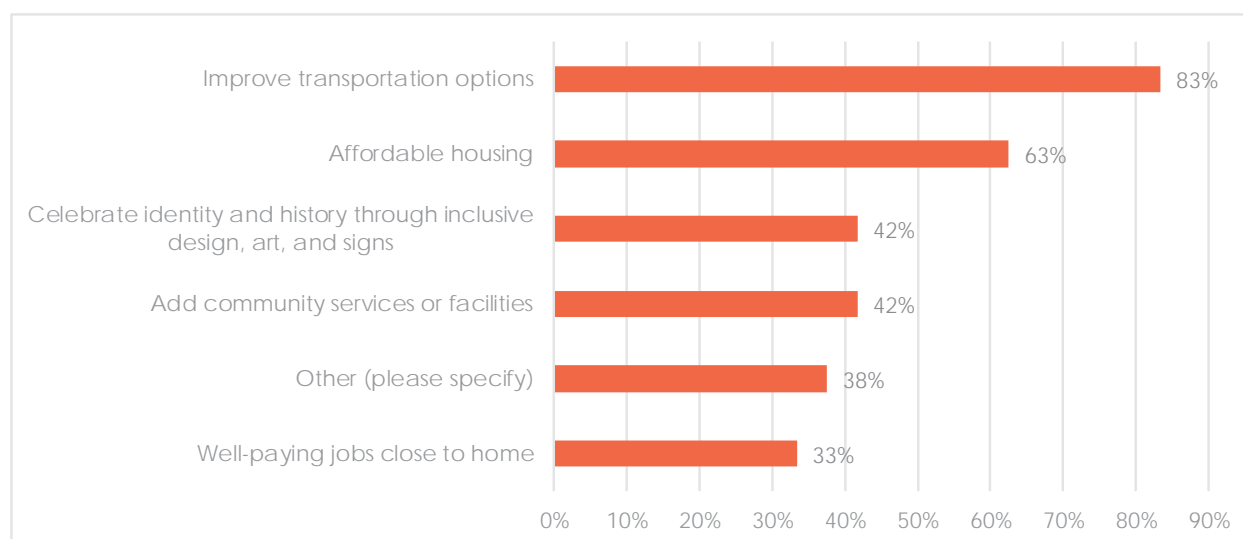
Selected Other Responses:

- Protected travel lanes for bikes and pedestrians.

- Outside dining or food truck areas.
- More trees.

Exhibit 13 shows respondents' opinions on how the SAP can support a more inclusive community. 83% of respondents identified improved transportation options as an opportunity increase inclusivity. Nearly 63% respondents identified affordable housing as an opportunity to increase inclusivity.

Exhibit 13. Survey Responses to the Question "How can this plan help make the station area a community for all? Please choose all that apply."



Source: BERK, 2020.

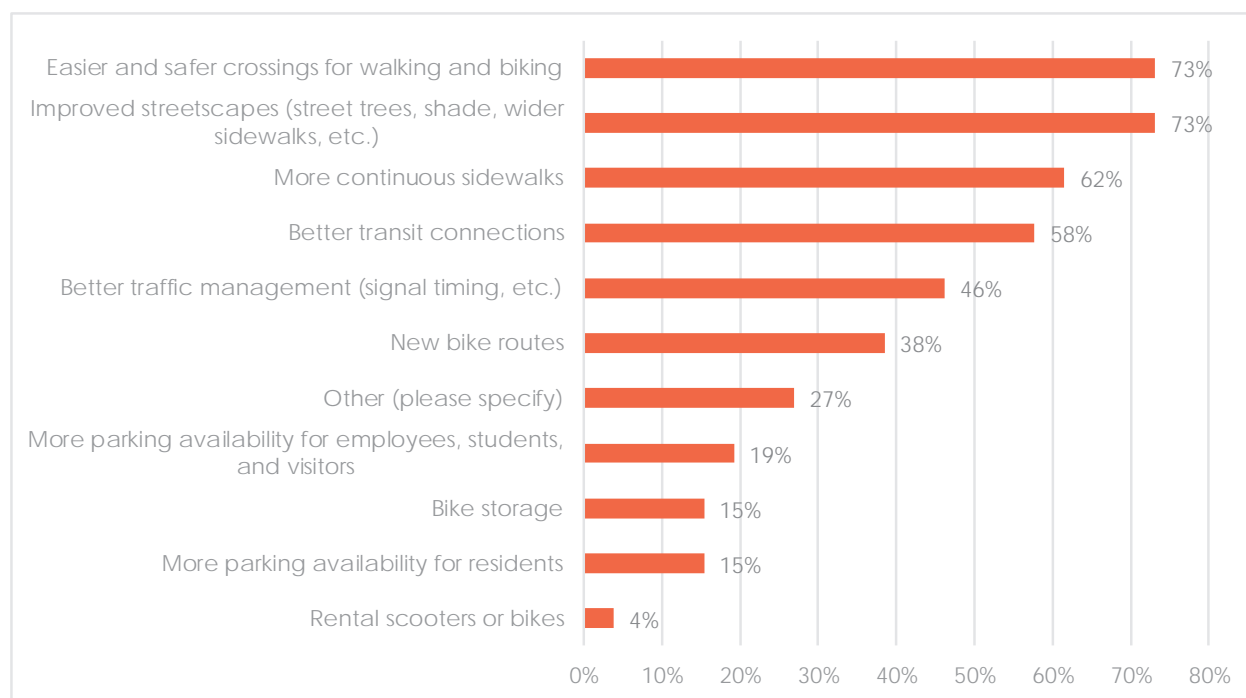
Selected Other Responses:

- Do not destroy the community that already exists in order to push forward a plan/vision that is not shared by the residents who actually live there.
- Build an anti-racist community where BIPOC (Black, Indigenous, and People of Color) will want to live and work because they are seen, heard, honored and safe.
- Make accessibility for seniors and the disabled a priority.
- More deliberate addressing of systemic racism than celebrating identity.

Exhibit 14 shows that respondents identify several opportunities for the SAP to ease travel to and through the station area. The top three most-selected opportunities are all oriented toward pedestrians and cyclists: about three-quarters of respondents want easier and safer crossings for walking and biking; the same proportion want improved streetscapes such as street trees, shade, and wider sidewalks, and nearly two-thirds want more continuous sidewalks.

Over half of survey respondents identified improved transit connections as an opportunity for the SAP to ease travel to and through the station area.

Exhibit 14. Survey Responses to the Question “What would make it easier for you to travel to and through the station area? Please select all that apply.”



Source: BERK, 2020.

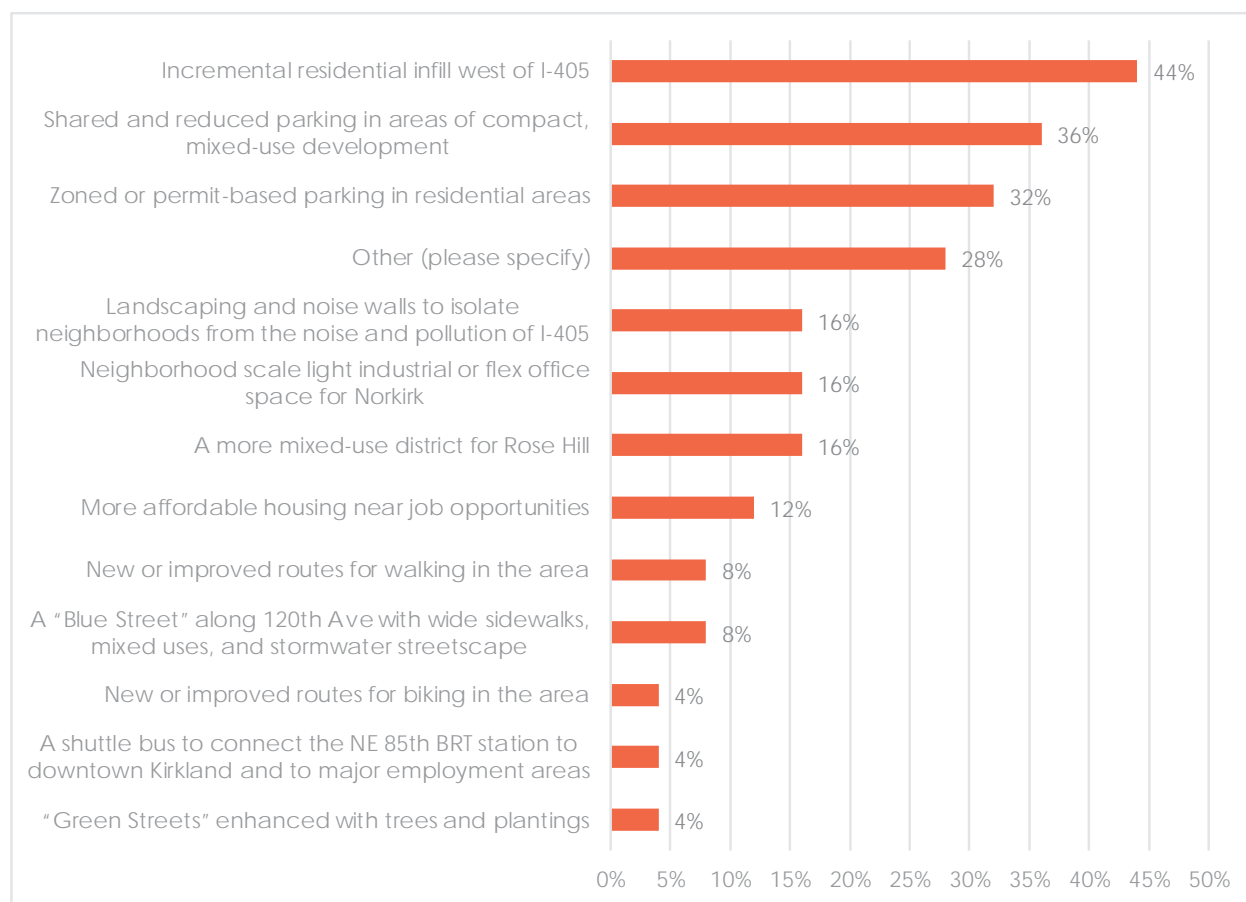
Selected Other Responses:

- Within the station zone, add or expand a drop-off/pick-up area for ride transfer.

1.1.4 Concerns

Exhibit 15 illustrates survey respondents' concerns about the SAP. Respondents' top area of concern is incremental residential infill west of I-405, with slightly under half of respondents expressing concern with this concept. Respondents' second top area of concern is parking, with about one-third of respondents indicating concern with shared and reduced parking in areas of compact mixed-use development, and a similar proportion expressing concern with zoned or permit-based parking in residential areas.

Exhibit 15. Survey Responses to the Question "Which of the concepts do you have concerns about? Please choose all that apply."



Source: BERK, 2020.

Kirkland NE 85th Station Area Plan

Public Engagement Plan – APRIL 2020

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Introduction

The Public Engagement Plan provides a framework for understanding how engagement will be coordinated into the station area planning effort. It is a tool for the City and project team to use to organize and direct their efforts. The Engagement Plan provides information about the purpose and objectives of engagement, it identifies key stakeholders, and it outlines options for engagement. As planning progresses through each phase, the team will use this plan to select and design a specific set of outreach techniques and remote or in person engagement events with a schedule, list of responsibilities, and other details. This allows the flexibility for the engagement to evolve to ensure the development of the best plan for Kirkland.



Overall Engagement Objectives

- Communicate clearly about purpose and process so the community is well informed about the project.
- Actively solicit information from businesses, residents, and property owners about their questions, priorities, and concerns.
- Apply an equity lens to identify and seek the perspectives of affected parties who may be unlikely or unable to participate in the process.
- Engage stakeholders and the larger community in a defensible planning process that achieves broad consensus and public support.
- Integrate plan development with environmental review to ensure a seamless participant experience that aligns with EIS requirements.
- Focus engagement around issues that can be molded and influenced by public input.
- Build project support through outreach and engagement efforts that allow for transparency of feedback loops and decision-making.

Stakeholders

The NE 85th street station will be one of Kirkland's front doors. The purpose of the Station Area Plan is to leverage the region's multi-million dollar investment in the NE 85th Street station and interchange to help further the community's vision and goals. This involves an examination of land use, community character, economic development, and transportation in the area around the station. While the effects of the station area development will be felt most directly by those who live and work closest to the station, the plan will affect people and businesses throughout the City.

In the development of the station area plan, Kirkland will use an inclusive and equitable approach, striving to reach all communities affected by the project. Kirkland is applying King County's Equity Impact Review (EIR) process to this project. Equity in the engagement processes is essential to capturing ideas from the many stakeholders that may affect and/or be affected by station area development. As a first step in the EIR process, the work group identified demographic groups and stakeholders to engage in the plan development process, shown in the table below.

Groups. Some of the groups may overlap. For example, renters are a subgroup of residents within the station area, which in turn is a subgroup of Kirkland residents. Subgroups are included in recognition that groups are not homogenous and to ensure that outreach and engagement includes perspectives from many different kinds of people.

Group Detail. This includes demographics or other notes about the groups, sometimes noting specific contacts for the group. Unless otherwise noted, the demographic information for groups in the subarea comes from the 2017 American Community Survey and is reported in more detail in the Equity Impact Report.

Potential Outreach and Communication Contacts. This lists organization contacts, virtual places, and outreach techniques that may be used to communicate with each group. These communication channels may be used to alert members of the group to opportunities to participate. In-person methods at physical locations would only be used if compliant with current public health guidance. More information about outreach techniques can be found in the next section.

Group	Group Details	Potential Outreach and Communication Contacts
Residents within the Station Area	Neighborhood groups and associations include: Kirkland Alliance of Neighborhoods, North Rose Hill Neighborhood Association (NA), South Rose Hill NA, Highlands NA, Everest NA, Moss Bay NA, Norkirk NA, Lakeview Height Condos, Overlook Village Condos	<ul style="list-style-type: none"> Association and neighborhood newsletters, meetings, events NextDoor or Be Neighborly 2.0 Pop-ups Postcards
Kirkland Residents		<ul style="list-style-type: none"> Social Media, NextDoor City newsletters or bills Community events Posters in essential service locations
Older Adults	<ul style="list-style-type: none"> 12% of the population is 65 and older 	<ul style="list-style-type: none"> Peter Kirk Community Center Assisted Living or Senior Communities (seniorhousing.net) Senior Council
Renters	<ul style="list-style-type: none"> 28% of the population rents their home 	<ul style="list-style-type: none"> Social media Multi-family building managers Property managers King County Housing Authority ARCH
People with Limited English Proficiency	<ul style="list-style-type: none"> 7% of the population 	<ul style="list-style-type: none"> Advocacy organizations such as: Chinese Information & Services Center, Sea Mar Community Health Center, India Association of Western Washington

Group	Group Details	Potential Outreach and Communication Contacts
People of Color	<ul style="list-style-type: none"> 18% of the population identifies as people of color 	<ul style="list-style-type: none"> Advocacy organizations (listed above) Ethnic grocery stores
Youth	<ul style="list-style-type: none"> 26% of the population is under 18 Youth are affected by the outcomes of this long-range planning project There are 1,599 students at Lake Washington High School There are 487 students at Rose Hill Elementary School 	<ul style="list-style-type: none"> Youth Council School events Service clubs PeachJar flyers (goes to parents)
Low Income Households	<ul style="list-style-type: none"> 6% of the population is below the poverty level. There is an adult women and family shelter in the station planning area 	<ul style="list-style-type: none"> Advocacy organizations such as: The Sophia Way, ARCH, King County Housing Authority, Catholic Community Services, Salthouse Church
Households with poor digital access ¹	<ul style="list-style-type: none"> 4-11% of City residents lack home internet access Households making under \$50,000 are 5.5X more likely to lack access Access by mobile phone is more widespread, so ensure digital engagement is viewable with a smart phone 	<ul style="list-style-type: none"> Mailers with postage paid response envelopes Publicly posted information in essential services Trusted liaisons and advocacy organizations
Large Property Owners in the Station Area	<ul style="list-style-type: none"> Large property owners include: Lake Washington School District, Costco, Lee Johnson Chevrolet, ML Investment (Avio Building), Reef Kirkland Way LLC (Sierra Building)... 	<ul style="list-style-type: none"> Phone calls and emails
Businesses in the Station Area	<ul style="list-style-type: none"> Local records show there are over 200 businesses within the station planning area 	<ul style="list-style-type: none"> Postcards Social Media Canvas

¹ Digital access data comes from: <https://www.kingcounty.gov/depts/it/initiatives/digital-equity.aspx>

Group	Group Details	Potential Outreach and Communication Contacts
Kirkland Businesses	<ul style="list-style-type: none"> Employers with Commute Trip Reduction Programs may have a particular interest in the station area plan, such as: Google, Wave Broadband, Tableau... 	<ul style="list-style-type: none"> Distribute information through business associations such as: Kirkland Tourism, the Business Roundtable, Innovation Triangle, Kirkland Downtown Association, Chamber of Commerce Social Media Community events Phone calls and emails
Transit Riders, Bicyclists, Pedestrians	<ul style="list-style-type: none"> Current transit riders Transit dependent households Bicycle commuters 	<ul style="list-style-type: none"> Pop-ups and flyers at stations or popular routes such as Cross Kirkland Corridor Advocacy organizations such as: Cascade Bicycle Club, Feet First, Kirkland Greenways Social media
Private Sector Employees	<ul style="list-style-type: none"> Retail and hourly employees Low wage employees Tech employees 	<ul style="list-style-type: none"> Distribute materials through employers Posters in essential service locations Pop-ups
Teachers and Public Employees		<ul style="list-style-type: none"> Lake Washington Education Association AFSCME Local 1837
Development Community	<ul style="list-style-type: none"> Madison Rose Hill Mixed Use Main Street Partners (mixed use developer) 	<ul style="list-style-type: none"> Phone call or email
Public Agencies and Tribes	<ul style="list-style-type: none"> Lake Washington School District WSDOT Sound Transit King County Metro Muckleshoot Tribe 	<ul style="list-style-type: none"> Phone call or email Standing meetings Parallel projects coordination

Group	Group Details	Potential Outreach and Communication Contacts
Kirkland Boards and Commissions	<ul style="list-style-type: none"> Transportation Commission Planning Commission Park Board Design Review Board Youth Council 	<ul style="list-style-type: none"> Standing meetings Email
City of Kirkland Departments	<ul style="list-style-type: none"> Core Team comprised of staff representing Planning, Transportation, Public Works Departments 	<ul style="list-style-type: none"> Email

Methods and Tools

OUTREACH AND COMMUNICATION TOOLS

Awareness is the first step in an engagement plan since people must be aware of the station project and the station area plan in order to participate. The following tools will be used to support awareness and encourage participation in the plan:

- **Project webpage.** This will be a repository for plan information including status updates, draft documents, schedules, official notices, links to partner agencies, and other project information. It may host features that allow for electronic input such as comment boxes, surveys, or an online open house. Online features will be designed to be accessible by mobile devices to the greatest extent possible, recognizing that mobile devices are both popular and necessary communication tools.
- **Print and social media.** Information about the plan will be advertised through the City's social media and other online accounts as well as in print mailings and newsletters. Videos may be used as a communication tool. Press releases may be released for some public meetings and at key project milestones.
- **Official notices.** The State Environmental Policy Act (SEPA) and the Kirkland Municipal Code require notification in association with official comment periods and public hearings. Kirkland staff will comply with the legal notice requirements of the Kirkland Municipal Code.
- **Interested parties list.** Staff will maintain a list of interested parties that will be used for electronic notification of public meetings and project milestones. Participants who provide contact information to the City will be added to the list.
- **Neighborhood, advocacy, and business organizations.** Staff will ask local neighborhood, advocacy, and business organizations to

distribute information to their memberships to increase reach.

- **Postcard mailings.** The City of Kirkland will mail postcards to businesses and homes within approximately 1/2 mile of the study area prior to the release of the draft plan.
- **Visualizations and Renderings.** The project team will produce visualizations and renderings for use in public materials and to support outreach and engagement efforts.
- **Place Based Outreach.** This is sometimes combined with engagement and can include techniques such as posting notices, popups, canvassing, participation in community events, or other efforts that provide brief interactions out in the community. All place based outreach will follow current public health guidelines.
- **Translation and Interpretation.** Translation of print materials and interpretation at meetings will be available as needed on this project.

ENGAGEMENT TYPES

The table below shows engagement techniques that may be used in this process, including options for in-person and remote applications with a short discussion of trade-offs. Remote applications may be used to expand arenas for engagement or to comply with public health orders.

Trade-offs include considerations related to barriers to participation and equity for each type. There are also general equity and accessibility considerations spanning most engagement types that the team should consider when choosing engagement methods at each phase. Some questions to consider in assessing engagement methods include:

- Is this the right time in the process to engage these stakeholders? How will this input make a difference in the process?
- Have all stakeholders been given a meaningful opportunity to participate in the process? Does this approach engage with those who are underrepresented in the process?
- Are the materials relevant to the participants? Do materials or approaches need to be customized to meet the needs of this group?
- What are potential barriers to participation? How can these be solved through outreach, engagement design, provision of supports, working with trusted advisors, or other methods?
- Are there additional barriers created by current public health orders? Will online or remote options work for those without access to a computer? Without access to a smart phone? For participants with limited data plans?
- Is there a meaningful opportunity for participants to address issues that are off-script or not anticipated? How will off-topic concerns be handled during and after the engagement?
- How will the project team follow up on the input received? How will input be reported to decision-makers? How will results be reported back to stakeholders?

Engagement Types	Remote Application	Tradeoffs and Considerations
Committee/Commission/Council Meetings <p>Regularly scheduled meetings that publish agendas in advance. Typically these are in-person meetings where interested members of the public may attend and listen to discussion and make brief comments. Minutes and agendas typically posted online. This includes public hearings where the elected or appointed body holds a meeting on the record to gather public input on a topic. Often participants may submit written comment after the conclusion of the hearing up to a certain deadline.</p>	<p>Post minutes, agendas, materials, videos, etc. online for information. Online versions typically only provide an opportunity for after-the-fact written comment.</p> <p>In response to public health orders, City government is still operating through remote applications. Policies, procedures, and best practices should be in place to support this type of meeting.</p>	<ul style="list-style-type: none"> Meetings are formal, which can discourage some from participating. Key topic is only a portion of the agenda. Provides direct access to decision makers. Requires trust in government. These meetings are subject to the Open Public Meetings Act, which has specific requirements under Washington State Law. Typically these requirements are integrated into existing City processes and procedures. However, compliance for remote meetings during public health orders restricting public gathering may limit the types of business that the City can conduct while operating remotely.
Community Events <p>Staffing a table or booth at an existing community event such as a fair, neighborhood picnic, farmer's market, etc. Interactions tend to be brief – a few minutes or less. This is often a combined outreach and engagement type.</p>	<p>None for engagement, but outreach may be accomplished through poster, social media, or other methods.</p>	<ul style="list-style-type: none"> Exposure and participation from a larger number of people. Interactions tend to be short. Possibility of reaching communities that may not typically participate. Consider partnering with a trusted advisor or community liaison.
Intercept Strategies <p>Intercept strategies go to people where they are to talk with them about a subject or ask a few survey questions. Interactions tend to be brief. This could include staffing a table or booth at a busy community location or third place such as a park, mall, transit center, etc. It also includes canvassing a particular area, neighborhood, or district by going door to door.</p>	<p>Surveys, conducted online or in hardcopy can be a way to conduct intercepts remotely. Requires good outreach to get people to participate.</p>	<ul style="list-style-type: none"> Exposure and participation from a larger number of people. Interactions tend to be short. Possibility of reaching communities that may not typically participate. Consider partnering with a trusted advisor or community liaison.

Engagement Types	Remote Application	Tradeoffs and Considerations
Public Meeting <p>This is a meeting held specifically for a project or topic. It can be held at a variety of locations such as city hall, local schools, community buildings, etc. Public meetings can also be held online. Public meetings have a strong informing component, but format of the meeting often determines the potential for gathering or exchange. Common formats include: open houses, workshops, town halls, or charettes, which can be conducted in both in-person and online formats.</p>	<p>Online open houses are formats that allow the City to post information about a topic and participants to supply comments. They may also include other components such as interactive mapping or surveys. Some platforms allow the exchange of comments between participants. Typically these do not provide real-time engagement between participants or participants and the project team.</p> <p>Webinars can be used to share information with the opportunity for participants to comment, interact, and ask questions during the meeting in real time. Some technologies allow for real-time sessions with small group discussions.</p>	<ul style="list-style-type: none"> ■ In person meetings or webinar-style remote meetings are time consuming to attend but allows about an hour of access. ■ Online applications typically are available at the participants convenience and require shorter times to participate. ■ Tends to attract people who are most passionate about the issue which may skew results. ■ Meeting design should anticipate and try to mitigate potential issues specific to the project such as maintaining interest, managing conflict or conversation dominance, or providing interactive experiences. ■ Requires trust in government and/or trust in online activity. ■ Familiar format, for some. ■ Consider providing supports such as childcare, transportation assistance, or a meal to help people attend in person meetings. ■ Can boost engagement with thoughtful outreach, but unlikely to attract hard to reach populations. ■ Consider the ability to participate in online options based on access to internet, device type, and access to wifi or a data plan.
Interviews <p>Interviews are one-on-one discussions with project stakeholders around a set of established questions. Typically, interviewees are chosen and appointments for interviews are set up in advance.</p>	<p>Most commonly conducted by phone.</p>	<ul style="list-style-type: none"> ■ Provides the opportunity to learn about a subject in depth. ■ Fewer people make comments. ■ May be able to reach communities unlikely to engage through trusted advocates or community liaisons. ■ Requires time to set up.

Engagement Types	Remote Application	Tradeoffs and Considerations
Focus Groups Focus groups are facilitated, small group discussions around a set of established questions. Participants are chosen ahead of time. Focus groups can be set up to either get a sample of a general community, or to hear from specific communities or stakeholder groups.	Focus groups are commonly held in person, but remote meeting technology provides the opportunities to hold them remotely.	<ul style="list-style-type: none"> Provides the opportunity to learn about a subject in depth. Fewer people make comments. May be able to reach communities unlikely to engage through trusted advocates or community liaisons. Requires time to set up.
Community Conversations Community conversations are group discussions on a topic. Questions or prompts for the community conversation are more open ended to encourage discussion. The entity that convenes the conversation may be a government, project proponent, local group, etc. Participants are typically self-organized or belong to a group that wishes to engage on the topic (for example a church group or neighborhood group). Some formats that might support community conversations include: community meetings, meeting in a box kits, online forums, social media campaigns.	<p>There are a number of online options for community conversations including blog posts with commenting turned on, community engagement platforms, social media accounts, etc. The degree to which the client needs to guide or administrate the conversation should be assessed.</p> <p>Meeting in a box kits provide materials and instructions for leading a conversation and collecting comments that are submitted back to the City are an option for motivated groups like neighborhood organizations. To meet public health requirements, the meeting in a box approach could be modified to collect information from individuals or household units. This could take the form of lesson plans for youth or household “walkshops.”</p>	<ul style="list-style-type: none"> Requires time to set up. The ability to guide the conversation may be limited, especially in some formats. Collecting and documenting responses may be difficult, especially in some formats. Work with targeted groups to host community conversations. These can be facilitated or attended by agency staff, but for some groups its best to have a community leader, trusted advocate, or community liaison facilitate. Meeting in a box kits can help groups facilitate their own session. Meeting in a box approaches tailored to individuals or households require active and interested participants. Consider providing an incentive for participation.

Phase Engagement Framework

Development of the NE 85th Station Area Plan will take place through a series of phases lasting approximately 18 months from winter 2020 to summer 2021. Engagement opportunities are designed to gather input from stakeholders when it is most useful and has the greatest impact on the outcome of the project. Prior to the start of each phase, staff will use the information in this table, the equity impact review, and information on outreach methods and engagement types to develop a phase specific and tactical plan for engagement. The idea is to apply the framework to create a public engagement plan that is adaptable to project needs, responsive to public health orders, and meets the public engagement objectives established for this project.

Phase	Goals	Key Stakeholders	Engagement Questions	Engagement Options
Opportunities and Challenges <i>Winter 2020</i> Collect information about existing conditions, community development opportunities, and concerns to better understand project boundaries. Comments in this phase are integrated into the next phase by the project team. <i>Task 3 – Opportunities and Challenges Analysis</i>	<ul style="list-style-type: none"> Ensure that those most affected by the plan are aware and engaged. Identify areas of opportunity and concern. 	<ul style="list-style-type: none"> Residents in the Station Area: neighborhood groups - North Rose Hill, South Rose Hill, Highlands, Everest, Moss Bay, Norkirk Large Property Owners in the Station Area Businesses in the Station Area Public Agencies and Tribes: WSDOT, Sound Transit Kirkland Boards and Commissions 	<ul style="list-style-type: none"> How does the station area plan fit in with Kirkland's future? How can we make the most of the state/regional investment in this station? What are the impacts on the surrounding community? What are the advantages and disadvantages of the BRT station? Who else needs to be involved in this project? How do we best get the word out about this project? 	<ul style="list-style-type: none"> Public meetings Attend/arrange neighborhood meetings/events Walkshops Business canvas Focus groups Interviews

Phase	Goals	Key Stakeholders	Engagement Questions	Engagement Options
Preliminary Concepts and Alternatives Review <i>Spring 2020 – Fall 2020</i> City staff and boards and commissions will develop preliminary concepts and alternatives. Broader community participation will assess and refine draft alternatives. This phase will include scoping for environmental review under SEPA and publication of the Draft SEIS. Comments received during this phase will shape the preferred alternative. Comments in this phase are considered by the project team and integrated into the development of the alternatives and the draft materials. SEPA scoping comments are reviewed by the Planning and Building Director and included in the environmental determination and scope of the SEIS. Draft SEIS comments are reviewed by the project team and SEPA official. They will respond to comments through publication of an FSEIS. <i>Task 4 – Station Area Elements</i> <i>Task 5 – Environmental Review</i>	<ul style="list-style-type: none"> ■ Incorporate input from the Opportunities and Challenges phase. ■ Ensure that those affected by the plan are aware and have opportunities to engage and understand decision making roles and responsibilities. ■ Citywide awareness of the project. ■ Seek input on preliminary concepts to inform draft alternative development ■ Scope the SEIS topics and develop a range of alternatives. ■ Build project support. 	<p>Concepts and preliminary alternatives:</p> <ul style="list-style-type: none"> ■ Kirkland Boards and Commissions ■ City of Kirkland Departments <p>Alternatives review and refinement:</p> <ul style="list-style-type: none"> ■ All stakeholders ■ Public agencies from the City's standard SEPA distribution list 	<p>Concepts and preliminary alternatives:</p> <ul style="list-style-type: none"> ■ Do the Alternatives proposed align with the City's Goals for this project? ■ Which alternatives should be considered? <p>Alternatives review and refinement:</p> <ul style="list-style-type: none"> ■ What are the strengths and weaknesses of the alternatives? ■ What are the potential impacts of the alternatives? ■ Have we looked at all the potential impacts? ■ Who benefits from this plan and who does not? ■ Which alternative produces the best results for Kirkland? What is the preferred alternative? ■ How would you like to be engaged and involved with this project as it continues to develop? 	<ul style="list-style-type: none"> ■ Public meetings ■ Attend neighborhood meetings/events ■ Pop-up events ■ Charette ■ Workshops ■ Online open house ■ Official SEPA notices ■ Social Media Postings

Phase	Goals	Key Stakeholders	Engagement Questions	Engagement Options
Draft Plan Review <i>Fall 2020 - Winter 2021</i> Collect comments on the draft plan, draft Planned Action, form based code. Comments summaries will be provided to boards and commissions for review. <i>Task 5 – Environmental Review</i> <i>Task 6 – Form Based Code and Design Visualizations</i> <i>Task 7 – Final Station Plan Preparation</i>	<ul style="list-style-type: none"> ■ Incorporate input from the Alternatives Review Phase. ■ Ensure that those most affected by the plan are aware and engaged. ■ Citywide awareness of the project. ■ Defensible vetting of Draft SEIS and Planned Action to develop a preferred alternative for the FSEIS. ■ Input on the proposed Planned Action. ■ Input on the proposed form based code. ■ Solidify broad project support. 	<ul style="list-style-type: none"> ■ All stakeholders ■ Additional outreach efforts for stakeholders that have not participated in the process so far ■ Public agencies from the City's standard SEPA distribution list 	<ul style="list-style-type: none"> ■ Is the form based code consistent with the vision for this area? ■ Are there ways we can avoid or minimize impacts through the Planned Action? ■ What do you support in this plan? What are your concerns? 	<ul style="list-style-type: none"> ■ Public meetings ■ Online open house

Phase	Goals	Key Stakeholders	Engagement Questions	Engagement Options
Final Adoption <i>Spring 2021</i> Confirm and adopt the final plan. The SEPA Official will publish the FSEIS based on public input from the draft phase. It will include a preferred alternative. The Planning Commission will review draft final materials and accept a final round of public comments before forwarding recommendations to City Council for final review and approval. City Council will adopt the final Station Area Plan, Planned Action, and form based code. <i>Task 6 – Form Based Code and Design Visualizations</i> <i>Task 7 – Final Station Plan Preparation</i>	<ul style="list-style-type: none"> ■ Incorporate input from the Draft Plan and Environmental Review Phase into the Final SEIS and preferred alternative. ■ Citywide awareness of the project. 	<ul style="list-style-type: none"> ■ All stakeholders, with emphasis on interested parties that have already participated ■ Public agencies from the City's standard SEPA distribution list 	<ul style="list-style-type: none"> ■ What questions need to be answered about the recommendations in this plan? ■ What are the next steps for implementation? 	<ul style="list-style-type: none"> ■ Public meetings ■ Public hearings

Decision Making and Public Engagement

Final decision making authority for this plan rests with the Kirkland City Council, which will consider adoption of the Station Area Plan, a Planned Action, and amendments to the Kirkland Municipal Code to support a form based code in this area. The City Council makes its final recommendation using information from three sources, each of which are informed by several phases of public input. The following bullets illustrate how public input is used to shape, direct, and advance the project.

- **Environmental Review.** Conducted under the State Environmental Policy Act (SEPA)², environmental review is formally led by the City's SEPA Official, the Planning and Building Department Director. While there are public engagement requirements for SEPA review set by state law, it will be integrated into the planning effort to provide a clear, easy to follow process for stakeholders.
 - *Concept and Alternative Development.* During this phase the SEPA Official will publish notices and open a formal scoping period where stakeholders may comment on the issues and alternatives that should be considered in a Draft Supplemental Environmental Impact Statement (SEIS).³
 - *Draft Review.* The SEPA Official will also issue a formal comment period for all stakeholders on the draft SEIS and accept comments on the proposed alternatives for the station area plan, the Planned Action, and the code amendments. As part of the planned action, the SEPA official will conduct a community meeting to accept comments, which may be an informal meeting held in person or through remote methods.
 - *Final Adoption.* All comments will receive responses in final SEIS, which the SEPA Official issues prior to Council deliberations to help with final decision making. The final SEIS also will indicate a preferred alternative based on comments received during the draft SEIS comment period. Council will review a summary of draft SEIS comments and provide direction to the SEPA official on the selection of the preferred alternative.
- **Planning Commission Recommendation.** The Planning Commission makes a formal recommendation to Council in the *Final Adoption* phase based upon comments it receives from a public hearing. Prior to the public hearing the Planning Commission will also have access to the draft SEIS and public comment summaries from earlier stages of public engagement. Early in the process, during the *Opportunities and Challenges and Concepts and Alternative Development* phases, the Planning Commission, along with the City's other boards and commissions, act as stakeholder and provide input into the process that is used by the project team.
- **Staff Recommendation.** The project team will summarize public engagement each time it touches base with Council throughout the project.

² SEPA is subject to state statutes is RCW 43.21 and WAC 197-11

³ The environmental review documents for this document will supplement the work already done for Kirkland's Comprehensive Plan, thus the EIS is formally a supplemental EIS or SEIS.

However, in the *Final Adoption* phase they will issue a more formal staff report that provides a guide for the Planning Commission's recommendation and then for the City Council's deliberations. During the *Opportunities and Challenges and Concepts and Alternatives Development* phases, the project team collects public comment to advance the project and inform the development of concepts, alternatives, and the draft plan.

**CITY OF KIRKLAND**

City Attorney's Office

123 Fifth Avenue, Kirkland, WA 98033 425.587.3030

www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kevin Raymond, City Attorney

Date: July 15, 2020

Subject: PSERN PROJECT UPDATE AND REQUEST FOR EXECUTION OF PSERN OPERATOR INTERLOCAL AGREEMENT

RECOMMENDATION:

It is recommended that the City Council receive as a special presentation an update on the Puget Sound Emergency Radio Network (PSERN) project and an overview of the proposed PSERN Operator interlocal cooperation agreement (Operator ILA) before the Council, with a recommendation that the City Manager be authorized and directed to execute the Operator ILA on behalf of the City. Presenting for PSERN will be Division Director David Mendel and Deputy Division Director Kimberly Nuber.

BACKGROUND DISCUSSION:**PSERN System.**

The region is in the process of replacing its countywide emergency public safety radio network. The current analog system is near the end of its useful life and soon will no longer be supported by its hardware and software manufacturer. In 2015, the voters of King County approved an additional regular property tax levy increase for nine years beginning in 2016. Proceeds from the tax levy are being used to support the replacement (including digital upgrades and coverage expansions) of the emergency public safety radio network, now known as PSERN. Like its predecessor, PSERN will serve nearly 200 separate police, fire, emergency medical and other governmental agencies in the county, including Kirkland. PSERN will allow these agencies to communicate with one another during E-911 activities, from small incident responses to large scale emergencies.

PSERN will consolidate operations of the current countywide emergency communications systems into a single, independent agency providing operations and maintenance of the new system. PSERN was created in 2015 through a memorandum of agreement (MOA) and an initial interlocal cooperation agreement providing for the implementation of the new PSERN system (Implementation Period ILA). The Implementation Period ILA committed all parties to the adoption of a subsequent Operator ILA. Like the proposed Operator ILA, the Implementation Period ILA consists of twelve parties, including Kirkland. In addition to King

County and the City of Seattle, PSERN is made up of (1) the five member cities of the Eastside Public Safety Communications Agency (EPSCA); namely, Bellevue, Issaquah, Kirkland, Mercer Island and Redmond; and (2) the five member cities of the Valley Communications Center (ValleyCom); namely, Auburn, Federal Way, Kent, Renton and Tukwila.

The Implementation ILA was approved by the legislative bodies of all twelve of its members. Since then, PSERN has been governed by a Joint Board, with one voting representative each from King County, the City of Seattle, EPSCA and ValleyCom. Kirkland City Manager Kurt Triplett has served as the EPSCA representative on the Joint Board. Kirkland's City Attorney has served as the lead attorney for the EPSCA cities on EPSCA and PSERN matters. EPSCA was also created by interlocal cooperation agreement and will continue for purposes of designating its Joint Board member under the Operator ILA and the close-out of the Implementation Period ILA.

There are many benefits to the new PSERN system in addition to the anticipated end of the existing system's useful life. The new system includes advanced digital technology and improved capacity, capability and connectivity as part of a new 20 plus year contract with the vendor, Motorola. PSERN will be a single billing agency with uniform rates, operational standards and system performance requirements. The system will improve coverage throughout the county to accommodate population growth in the previously less densely populated portions of the county, including along I-90 and Highways 2 and 410. PSERN will include updates, upgrade and repairs to both system and dispatch consoles, and includes the purchase of up to 19,000 new end use radios and infrastructure support 24 hours per day, seven days per week.

PSERN Project Status and Budget.

There will be a period of transition between PSERN's implementation activities and its operation of the new system upon final system acceptance, which is anticipated to occur by the end of 2022. Key work programs at this time include radio site leases (95% complete); radio site construction (91% of sites constructed or under construction); and Motorola equipment installation (approximately 58-60% of mobile radio and microwave equipment installed).

The estimated cost of PSERN is \$289.6 million, with currently anticipated property tax levy revenues of just in excess of \$300 million.

The costs of PSERN to each of its members, including Kirkland, will be determined initially in accordance with a Cost Allocation Model that was adopted (as Exhibit 4) to the Implementation Period ILA. PSERN estimates that first year costs to Kirkland under the Operator ILA will be between \$123,000 (for a mixed staff model – direct hires and contracted services) and \$131,000 (all staff direct hires). These figures assume continued use by Kirkland of approximately 356 emergency radios. As a rough basis for comparison, Kirkland paid \$126,981 to EPSCA for similar services in 2019.

Operator ILA.

The PSERN Joint Board, including its EPSCA representative, Kirkland City Manager Kurt Triplett, have unanimously recommended that all member legislative bodies, including the Kirkland City Council, approve execution of the PSERN Operator ILA. The Operator ILA was carefully

negotiated and agreed to by the parties and their legal counsel for well over a year and a half prior to Joint Board approval. Kirkland's City Attorney coordinated the review for all EPSCA cities, but each EPSCA member city was also represented by their individual attorneys as well.

Key elements of the ILA include:

- Created pursuant to Interlocal Cooperation Act and will be formed as non-profit corporation under state law (Ch. 24.06 RCW)
- Term continues until terminated
- Board of Directors with 4 voting members (King County, Seattle, EPSCA, ValleyCom) and 2 non-voting members (one each for police and fire)
- Project debt not transferable to parties
- Many votes require unanimity of voting members and generally all four for meeting quorum
 - Adopt budgets and approves expenditures
 - Establish policies and bylaws
 - Establish rates and standards of operation
 - Hire and oversee executive director (who hires staff, oversees organization)
 - Other normal powers (e.g. buy property, bring suit)
 - Amend ILA in specified ways, but not:
 - Project scope
 - BOD composition, powers or voting rights
 - Addition of parties
 - Termination or withdrawal of parties
- Transition rights for current employees
- Establishes service level requirements and operations board
- No authority to levy new taxes
- Strict limitations on withdrawal of a party (two-year notice and responsible for costs of leaving) or dissolution of PSERN (affirmative vote of majority of parties and then unanimous BOD approval)

Next Steps.

PSERN is seeking legislative approval of the Operator ILA by all the parties by this fall. PSERN would then file articles of incorporation and bylaws as a non-profit corporation and appoint its initial board of directors. The new board would then retain an executive director, who would hire staff and stand up the organization. There will be a short period of overlap between the Implementation Period ILA and the Operator ILA. Complete implementation of the new PSERN system is currently scheduled for December 2022.

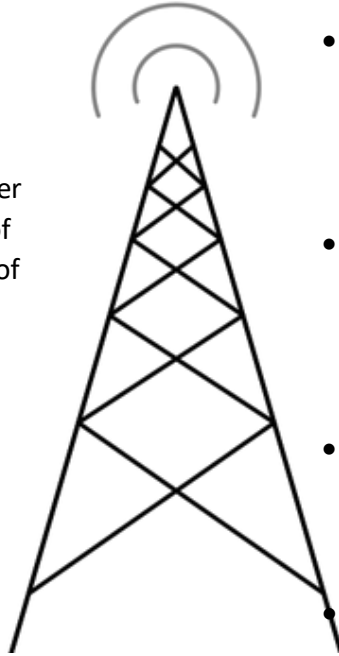
cc: About PSERN
PSERN Operator Rates and Cost Allocation
PSERN Operator ILA Summary
PSERN Operator ILA

The PSERN Project upgrades and expands the current King County Emergency Radio Communications System (KCERCS). It's an 800 MHz digital network. This system will be primarily used by law enforcement, fire fighters, and other emergency personnel to communicate with each other during E-911 activities – from small incident response to large scale emergencies. Some general government agencies will also use it for daily operations.



About PSERN

- The PSERN Project is funded by a property tax levy lid lift that was approved by voters in April of 2015.
- The Project has a current budget of approximately \$283 million.
- PSERN is comprised of radio towers, fiber optic cables, computers, and a variety of other equipment to support the ability of first responders and other government personnel to communicate through a dedicated network.
- The Project is governed by a board of system owners and first responder representatives.
- Two active committees advise on the Project plans, strategies, technical impacts, and end-user needs.



What You Get with PSERN

- Improved coverage, capacity, capability, and connectivity throughout King County.
- Overall, PSERN will provide better on-street and in-building coverage with additional coverage along I-90, Highway 2, and Highway 410.
- PSERN will provide updated technology for countywide emergency radio communications including a change from analog to digital.
- PSERN will provide new features such as encryption and remote configuration of radios in the field.
- The project will purchase: up to 19,000 radios and 144 Dispatch consoles at 19 dispatch centers.

PSERN will consolidate operations of the current countywide emergency communications system into a single, independent agency providing operations and maintenance of PSERN.

Contact PSERN: PSERN-Info@kingcounty.gov | 206-47-PSERN | <https://psern.org>



King County

PSERN Operator Interlocal Agreement Summary

Section 1 – Rules of Construction and Definitions: sets the grammatical and stylistic rules for interpreting the ILA as well as defining terms to be used in the ILA.

Section 2 – Duration of the Agreement: The agreement will be effective perpetually from the date signed by the last Party until terminated in accordance with Section 12.

Section 3 – Purpose of the Agreement: States the reason for having the agreement - provide emergency communications and to form a single PSERN Operator - and cites the applicable state laws for formation of the PSERN Operator.

Section 4 – Board of Directors: sets the conditions for the operations of the Board of Directors. It touches on:

- Section 4.1 – Creation of the Board of Directors
- Section 4.2 – Sets the composition as 4 voting directors (representing King County, Seattle, EPSCA, Valley Communications Center), and two non-voting members representing police and fire. This section also specifies the Officers of the Board of Directors.
- Section 4.3 – sets the voting, quorum and meeting rules.
 - All votes are unanimous except as specified below.
 - All four voting members are required for a quorum.
 - Other voting procedures such as deferral of a vote are covered, as well as meeting schedules and a requirement to establish bylaws. Only three votes are required if the same director fails to attend two consecutive regularly scheduled meetings where action was scheduled and the director failed to send an alternate. In this event only three directors will be required to vote and form a quorum.
- Section 4.4 – Lists specific actions or powers the Board of Directors may exercise. This includes:
 - Ability to amend portions of the ILA
 - However, Section 15.13 prohibits the Board from amending the following provisions:
 - PSERN Operator scope beyond that established in Section 3.0
 - Composition of the Board of Directors
 - Addition of new parties to the agreement
 - Voting rights for Directors which includes who can vote or voting rules
 - Powers of the Board of Directors
 - Hold harmless and indemnification requirements
 - Provisions regarding duration, termination or withdrawal
 - Establishing advisory boards
 - Approve budgets and expenditures
 - Adopt policies and bylaws
 - Perform procurements
 - Direct and supervise the activities of the advisory boards

- Direct the activities of the Executive Director
 - If the Board directly hires the Executive Director, then hire/fire and set the employment terms for the Executive Director
 - Evaluate Executive Director's performance in writing annually
 - Establish funds for PSERN operations
 - Establish service fees (including monthly fees to end user agencies or ad hoc time and materials fees)
 - Conduct regular meetings
 - Approve maintenance and operations standards
 - Determine services the PSERN Operator will offer (additional services)
 - Approve 3rd party agreements
 - Incur debt but not incur debt or issue bonds in the name of any Party
 - Own or acquire assets or real property
 - Dispose of assets or real property
 - Sue or be sued
 - Hold radio licenses
 - Make recommendations to legislative bodies of parties & users
 - Delegate authority
 - Enter into agreements
 - Exercise powers necessary to further the purpose of the agreement
 - Add parties to the agreement subject to Section 15.13
 - Plan for a successor public safety radio system
 - Accept loans or grants
 - Statement that the Operator shall have not power to levy taxes
- Section 4.5 – when the board cannot agree, this section sets the impasse resolution procedures, which includes non-binding mediation and formation of an Elected Executives Committee.

Section 5 – Operating Board: creates an Operations Board to advise the Board of Directors.

Section 6 – Executive Director: sets the employment conditions for the Executive Director and lays out the Executive Director duties, which include:

- Managing the day to day operations of PSERN
- Manage other PSERN staff
- Propose annual budgets
- Approve expenditures consistent with the approved budget
- Monitor and track PSERN system performance
- Support the Board of Directors
- Recommend policies, standards and procedures
- Provide written monthly reports to the Board on expenditures, system performance, system failures, and usage statistics.
- Maintain and manage records
- Prepare the annual report

Section 7 – Emergency procedures: provides the Executive Director limited authority to act in the case of emergencies and sets up reporting requirements.

Section 8 – PSERN Operator Employment: This section lays out employment terms for individuals who will work for the PSERN Operator. The section allows for the PSERN Operator to directly hire employees or to contract with another agency for staff. This section also provides for temporary employment, not to exceed 18 months, for Transitional Employees, defined as employees with King County, the City of Seattle, EPSCA or Valley Com whose employment will be terminated as a result of PSERN and who will not be hired by the PSERN Operator.

Section 9 – Service Level Requirements: creates commitments by the PSERN Operator to provide services to maintain PSERN and sets minimum performance requirements for the system.

Section 10 – (reserved but not used)

Section 11 – Withdrawal or Removal of a Party: sets the terms and conditions for the withdrawal of one or more parties from the agreement. Parties must give notice at least two years in advance and must develop a departure plan. Withdrawing parties are still responsible for any cost obligations that were incurred prior to notice of withdrawal. Also, for cause, the Board of Directors may vote to remove a party by majority vote.

Section 12 – Dissolution – This section sets the conditions and process for complete dissolution of the PSERN Operator. Addresses requirements for voting, disposition of assets, and timing for final termination date.

Sections 13-15 – Legal terms and conditions -- insurance, indemnification, non-discrimination, public records, notice requirements, dispute resolution, severability, amendments etc.

Exhibit A – Cost Allocation Model: sets the model and formula for determining the first-year rates for the PSERN Operator for public safety radios and other (general government) radios, as well as for dispatch consoles. Future rate models will be determined by the Board of Directors.

Exhibit B – In-Building Coverage: map of three areas designated to receive improved in-building coverage.

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party" and collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement ("Implementation Period ILA") that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the "PSERN Operator" and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral genders (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by King County, the due date shall be deemed to be the next Business Day.

1.1.9 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.10 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).

1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

2.0 DURATION OF AGREEMENT

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the “Puget Sound Emergency Radio Network Operator”. The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a “joint board” within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party’s financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period and all related incidental radio communications functions.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The

Board's composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator's articles of incorporation or bylaws.

4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be

deemed necessary and set forth in the bylaws. Any two or more offices may be held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of

Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;

- g. Direct the activities of the Executive Director;
- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the compensation for, and be authorized to terminate the employment of the Executive Director.
- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an "at will" employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;
- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;

- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;
- w. Recommend action to the legislative bodies of the Parties and User Agencies;
- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN System that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Directors to cooperate with the mediator in good faith,

including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Board of Directors to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected office designated by the Valley Com Cities. The Board of Directors and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Board of Directors vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

5.0 OPERATING BOARD

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

6.0 EXECUTIVE DIRECTOR

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and
- l. Perform other duties as assigned by the Board of Directors.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or

termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

8.0 PSERN OPERATOR EMPLOYMENT

8.1 Employees Generally

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

8.2. Employment of Current Regular Employees

8.2.1 Offer of Employment

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA ("Qualified Employees"). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

8.2.1.2 Directly Hired Employees

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a "Transferring Employee." The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an "Agency Employee." The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

9.0 Service Level Requirements

9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;
- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

10.0 RESERVED

11.0 WITHDRAWAL AND REMOVAL

11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual

property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board. The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

13.0 LEGAL RELATIONS

13.1 Employees and No Third Party Beneficiaries

13.1.1 Nothing in this Agreement shall make any employee of one Party an employee of another Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

13.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

15.0 GENERAL

15.1 RESERVED

15.2 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.3 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.4 Compliance with Laws

During the term of this Agreement, the Parties hereto agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any emergency communication Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

15.5 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement

shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.7 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

15.8 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.9 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Board of Directors.

15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

15.12 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate

purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.
- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

15.16 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.18 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

Section 13	Legal Relations
Section 14	Public Records
Section 15.16	Choice of Law; Venue

15.19 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

Name _____
Title _____
Date _____

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF AUBURN

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF BELLEVUE

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KENT

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF RENTON

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name _____
Title _____
Date _____

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name _____
Title _____
Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit A. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.

Percentage of annual budget to be paid with console user fees = Y.

$X = \frac{[83\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

$Y = \frac{[17\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

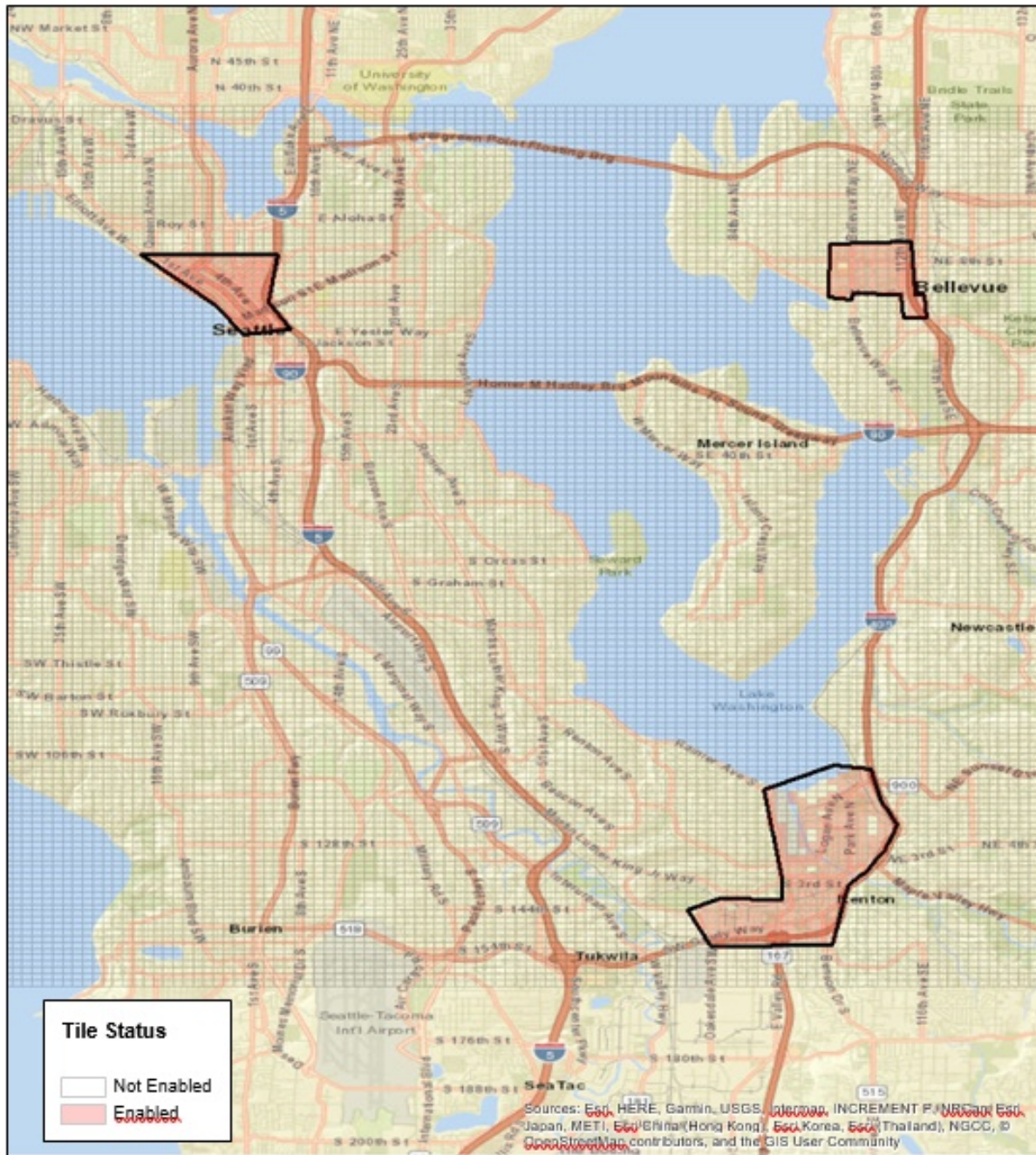
END OF EXHIBIT A.

Exhibit B

Polygon Coverage Areas with Added Signal



Puget Sound Emergency Radio Network
May 17, 2019



Motorola Solutions Confidential Restricted

Pricing 7-1

Puget Sound Emergency Radio Network Background on PSERN Operator End User Rate & Cost Allocation Model

Prepared: April 2020

Purpose:

This document outlines the process for determining the rate and cost allocation model behind proposed monthly charges to agencies for access to and use of the Puget Sound Emergency Radio Network (PSERN) by radios and consoles. This model was adopted by the 12 owner agencies of the current King County Emergency Radio Communications System (KCERCS) through the Implementation Period Interlocal Agreement (IPILA). The IPILA was the instrument used to create the governance for the PSERN Project.

The topics addressed in this document include constraints, assumptions, and specific recommendations for the final rate and cost allocation model that would, if approved by the future PSERN Operator Board of Directors, determine Year 1 operating costs for the PSERN Operator.

Background:

KCERCS is the existing emergency radio communications system supporting E-911 response and other government operations throughout King County. KCERCS is technically a single system that is owned by four different entities and coordinated through a joint board to ensure the system is operating effectively countywide. The four owner entities are:

1. Eastside Public Safety Communications Agency (EPSCA),
2. King County,
3. City of Seattle, and
4. Valley Communications Center (ValleyCom).

Recognizing that equipment comprising KCERCS is over 20 years old and is no longer supported by the system equipment vendor, Motorola Systems, Inc., the owner entities worked on a plan to replace KCERCS. From this planning process, the PSERN Project (via the IPILA) was created and the PSERN Operator (the Operator) was envisioned (via a Memorandum of Agreement that was an attachment to the IPILA). Once the owners determined that a new non-profit governmental agency would be created, staff from the owner entities created a draft budget and a rate and cost allocation model that would fund the future Operator.

The PSERN Project Steering Committee (the Committee) was the predecessor to the PSERN Project's oversight body, the Joint Board. The Committee made early decisions about the PSERN Project and made recommendations to establish the Operator, including development of the Operator's budget and preferred rate model.

The Committee membership was comprised of a representative from each of the four owner entities listed above and a chair (a former King County Deputy Executive). This Committee appointed a staff working group to perform the rate model analysis. Ultimately, the Committee voted to approve the recommendations revealed later in this document.

Analysis Team:

City of Seattle staff led the analytical work on options for the proposed rate and cost allocation formula to fund the PSERN Operator budget. The full team consisted of staff from the PSERN Project, the KCERCS system managers, and technical staff from the partner agencies.

Initial Assumptions:

The analysis team laid out initial assumptions that they would follow while working on the rate and cost allocation model. The assumptions are listed below.

- A. The same rate model will apply to all radio/console end users.
- B. Rates should align with biennial budget cycles.
- C. The PSERN system will be upgraded continuously via a support agreement.
- D. The PSERN Operator will own dispatch consoles as a part of the system.
- E. Individual agencies own their radios.
- F. Public safety agencies need to use PSERN. (They have no reasonable alternative if local government personnel want to communicate effectively and transparently countywide.)
- G. Non-public safety agencies can choose not to use PSERN if rates are too high.
- H. Have as many eligible agencies as possible using PSERN (because the higher the number of agencies, the lower the rates and the greater the interoperability with adjacent radio systems).

Constraints Considered:

The following constraints were considered:

- There must be reliable, readily-available data to support the rate model chosen.
- The model must comply with RCW 43.09.210 (the “Accountancy Act”), meaning one service may not subsidize another, nor can one agency subsidize another either directly or indirectly.
- The PSERN Operator must be able to bill individual end user agencies directly.

Rate Model Options:

The purpose of the rate model analysis was to define how radio and console end users would be charged for their usage of the PSERN system. The staff team reviewed five different rate models including concepts such as all users paying the same rate, rates based on usage, rates based on geographic or population size served, and even a combination of the rate models.

Initial Recommendations:

After the above information was analyzed, the partner staff team proposed the following recommendations to the Committee:

1. Use an Unbundled Rate to ensure compliance with the Accountancy Act. An Unbundled Rate means separate rates for each type of PSERN equipment used by an agency – public safety radios, non-public safety (general government) radios, and dispatch consoles.
2. Keep charges as simple as possible – avoid multiple charges for each type of equipment.
3. Have a separate fixed charge for dispatch consoles.
4. Have fixed charges for two categories of subscriber radios – general government and public safety.
5. Do not have charges related to geography or population. (The group found these factors to be imprecise and disputable data as the basis for rates.)
6. Do not charge based on how much each agency uses the system.
7. Use operating costs – not initial capital costs – to determine rates. Use best estimates based on available data for the PSERN Operator's first year budget, and then actual user data thereafter.
8. Do not charge for radios accessing PSERN that are primarily used on another (disparate) radio system and that are cross-programmed to work on PSERN for the purpose of mutual aid.
9. Determine proportional costs for each of the three equipment rate categories – public safety radios, general government radios, and dispatch consoles.

The rate model ultimately recommended by the partner staff team to the PSERN Project Steering Committee was as follows:

- The PSERN Operator rate model is to be based on the level of labor effort (costs) and vendor costs to maintain the system.
- The PSERN Operator's Budget will be funded by end users of radios and dispatch consoles. (Historically, there has been no system access charge for consoles.)
- The following formulas were used to determine the radio and console rates that will fund the future PSERN Operator in Year 1 of its network operations:
 - Radio end user contribution =
 - $[\text{public safety radio rate} * \# \text{ of public safety radios}] + [\text{general government radio rate} * \# \text{ of general government radios}] = \underline{\underline{\text{78\% of PSERN Operator budget}}}$
 - Console contribution =
 - $\text{console rate} * \# \text{ of consoles} = \underline{\underline{\text{22\% of PSERN Operator budget}}}$

- *NOTE:* It was assumed that general government radio users need less features for their radios than public safety radios, so their monthly rates should be lower. The general government radio rates were set to be at 78% of the public safety radio rate.

Conclusions and Recommendations:

The analysis team concluded that there are flaws in all the rate setting methods they studied. They also concluded that the recommended rate model should be revised / reaffirmed after the first year of full operations when more concrete data on costs could be obtained by the Operator.

The guidelines and model listed above were approved by the PSERN Project Steering Committee at its October 28, 2014 meeting as the PSERN Operator's proposed Year 1 rates for radio and console end users.



KIRKLAND CITY COUNCIL MEETING MINUTES
July 07, 2020

1. CALL TO ORDER

Mayor 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

Chief Cherie Harris provided reports on the Police Strategic Plan and Use of Force Policy, including body-worn cameras, followed by Assistant City Manager James Lopez reporting on the School Resource Officer Taskforce report. Also addressing the Council were Taskforce members M.J. Carlson and Debbie Lacy.

- a. Police Strategic Plan Update
- b. Use of Force Policy Update
- c. School Resource Officer Report

4. HONORS AND PROCLAMATIONS

None.

5. COMMUNICATIONS

- a. Announcements
- b. Items from the Audience
 - Ngozi Woko
 - Zelda Menard
- c. Petitions

6. PUBLIC HEARINGS

a. Safe, Inclusive and Welcoming Framework

City Manager Kurt Triplett introduced Assistant Manager James Lopez, who shared an overview of guiding principles, the draft resolution, and next steps. Mayor Sweet then opened the Public Hearing. Testimony was provided by: Alycia Ramirez, Ngozi Woko, Nikayla Rice, Zelda Menard, Kalika Curry, Sarah Mortland, Kirsten Hansen, Amy Morrison, Michelle Schultz, Ogb Lynda Otum, James Whitfield, Brittany Marzette, Debbie Lacy, M.J. Carlson, Allison Weinrod, Jillian Butler, Joe Dobner, and Sarah Franklin. No further testimony was offered and the Mayor closed the hearing. Following a short break Council provided feedback related to the Safe, Inclusive and Welcoming framework and proposed resolution.

- (1) Resolution R-5434, Affirming Black Lives Matter and 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 Help End Structural Racism By Partnering with Those Most Affected.

Council recessed for a short break.

7. SPECIAL PRESENTATIONS

a. COVID-19 Update

City Manager Kurt Triplett provided an update on the Parks Department Beach Ambassador program.

8. CONSENT CALENDAR

a. Approval of Minutes

- (1) June 16, 2020

The minutes of the June 16, 2020 Kirkland City Council meeting were approved via approval of the consent calendar.

b. Audit of Accounts and Payment of Bills and Payroll

Payroll: \$4,344,685.33
Bills: \$4,289,281.90
CA61720 checks #713175 – 713282 wire #196
CA62420 checks #713283 - 713386
CA70120 checks #713387 - 713483
SS624B wire #197
SS630A wire #195

SS701C wire #198, 199
PCard ACH

The audit of accounts was approved via approval of the consent calendar.

c. General Correspondence

d. Claims

(1) Claims for Damage

A claim received from Michael Britt was acknowledged via approval of the consent calendar.

e. Award of Bids

(1) Annual Street Preservation Program, 2020 Street Overlay Project

A construction contract was awarded for the Annual Street Preservation Program 2020 Street Overlay Project to Lakeside Industries of Issaquah, Washington, in the amount of \$1,543,365.15 via approval of the consent calendar.

f. Acceptance of Public Improvements and Establishing Lien Period

g. Approval of Agreements

h. Other Items of Business

(1) School Safety Zone Camera Update

The update was acknowledged via approval of the consent calendar.

(2) August 2020 City Council Calendar Adjustment

The August Council meeting was rescheduled to its original date of August 4, 2020 via approval of the consent calendar.

(3) May 2020 Sales Tax Report

The sales tax report was acknowledged via approval of the consent calendar.

(4) Procurement Report

The procurement report was acknowledged via approval of the consent calendar.

Motion to Approve the consent calendar.

Moved by Councilmember Jon Pascal, seconded by Councilmember Neal Black

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. State Shelter Expansion Grant

Human Services Supervisor Leslie Miller provided a brief overview of the King County consolidation application for Washington.

- (1) Resolution R-5435, Supporting the King County Joint Application for Washington State Department of Commerce 2020 Shelter Grant Funding

Motion to Approve Resolution R-5435, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND SUPPORTING THE KING COUNTY JOINT APPLICATION FOR WASHINGTON STATE DEPARTMENT OF COMMERCE 2020 SHELTER GRANT FUNDING."

Moved by Councilmember Kelli Curtis, 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.

b. Market Street Dental Clinic Variance Appeal

City Attorney Kevin Raymond described the parameters of the closed record quasi-judicial appeal hearing. Councilmembers confirmed that they had no ex parte communications and had not pre-judged the matter. Senior Planner Tony Leavitt provided a report and analysis of the matter and process before the Council; Public Works Transportation Engineer Thang Nguyen also responded to Council questions. Appellants Ken MacKenzie and Nicole MacKenzie then presented their initial oral arguments, reserving time for rebuttal, followed by the Applicant's representative, Attorney Craig Chaney.

- (1) Resolution R-5431, Affirming the Hearing Examiner Decision Approving the Market Street Dental Clinic Variance in Department of Planning and Building File No. VAR18-00070

Motion to Suspend Council rule 3.22 so that the Council may vote tonight on this Process IIA application.

Moved by Councilmember Jon Pascal, seconded by Deputy Mayor Jay Arnold

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 Approve Resolution R-5431, entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AFFIRMING THE HEARING EXAMINER DECISION APPROVING THE MARKET STREET DENTAL CLINIC VARIANCE IN DEPARTMENT OF PLANNING AND BUILDING FILE NO. VAR18-00070."

Moved by Deputy Mayor Jay Arnold, seconded by Councilmember Toby Nixon

Vote: Motion carried 6-1

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

No: Councilmember Jon Pascal.

Motion to Amend Resolution R-5431, to modify and grant the application and affirm the Hearing Examiner Decision, but modify it with the following condition: that the building footprint shall not protrude into the sight-distance triangle based on the recommended (desirable) sight distance value as identified in Table 2 in Policy R-13 of the Public Works Pre-Approved Plans Policy, and as measured from the face of the roadway curb, in order to maintain maximum flexibility for the safe use of the Market Street Corridor and that City staff be directed to modify the existing resolution to embody this motion for execution by the mayor on behalf of the council.

Moved by Councilmember Jon Pascal, seconded by Councilmember Neal Black

Vote: Motion failed 3 - 4

Yes: Councilmember Neal Black, Councilmember Amy Falcone, and Councilmember Jon Pascal.

No: Deputy Mayor Jay Arnold, Councilmember Kelli Curtis, Councilmember Toby Nixon, and Mayor Penny Sweet.

c. Fire and Emergency Medical Services Ballot Measure

Management Analyst Andreana Campbell provided an overview of updates made to the proposed ordinance and ballot title and reviewed next steps for Council's July 21, 2020 meeting. Bond Counsel Deanna Gregory also responded to Council questions.

- (1) Ordinance O-4731 and its Summary, Providing for the Form of the Ballot Proposition and Specifying Certain other Details Concerning Submission to the Qualified Electors of the City at a Special Election to be Held Therein on November 3, 2020, of a Proposition Authorizing the City to Lift the Levy Limit Established in RCW 84.55.010 in Order to Fund Fire and

Emergency Medical Services, and to Acquire, Construct, Improve, Equip and/or Renovate City Fire Facilities

(2) Ballot Measure Pro/Con Committee Appointments

Motion to Appoint Stephanie Miller and Bill Hoover to the 'Pro' voter's pamphlet ballot statement committee, and to appoint Robert Irracheta to the 'Con' voter's pamphlet ballot statement committee.

Moved by Councilmember Kelli Curtis, 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.

Motion to Extend the recruitment for citizens to serve on committees charged with writing pro and con voter pamphlet statements for the potential fire and emergency medical services ballot measure.

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.

10. REPORTS

a. City Council Regional and Committee Reports

City Councilmembers shared information regarding a legislative workgroup meeting; the recent virtual 4th of July celebration; a King County Regional Transit Committee meeting; the upcoming Sound Cities Association Public Issues Committee meeting; a joint meeting between the Americans for Civil Liberties Union (ACLU) and Eastside for All; a YMCA Virtual Town Hall on Unlearning Systemic Racism; the Finn Hill Neighborhood Alliance "Safer Routes to School" video conference; an upcoming Eastside for All "Renters in Crisis" event; an upcoming Sound Cities Association Racial Justice and Equity event; an upcoming Youth Town Hall on Criminal Justice Reform hosted by State Senator Manka Dhingra and Community Passageways; a Cascade Water Alliance meeting; and a King County Regional Water Quality meeting.

b. City Manager Reports

None.

(1) Calendar Update

11. ITEMS FROM THE AUDIENCE

None.

12. EXECUTIVE SESSION

None.

13. ADJOURNMENT

The Kirkland City Council regular meeting of July 7, 2020 was adjourned at 11:15 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: July 21, 2020
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) Robyn Hayes
8411 NE 144th St.,
Kirkland WA 98034

Amount: \$500,000.00

Nature of Claim: Claimant states damages occurred to her right ankle/foot resulting from a fall on the boat launch at the Kirkland Marina.

- (2) Nadia Jessa
13629 NE 132nd PL
Kirkland, WA 98033

Amount: \$227.00

Nature of Claim: Claimant states damages occurred to her vehicle front tire when she struck a pothole as she was traveling on Slater Avenue.

- (3) Erik Kluth
2634 Franklin Ave. E. #302
Seattle, WA 98102

Amount: Unspecified

Nature of Claim: Claimant states damages occurred to his vehicle tire when he struck a pothole as he was traveling on Slater Avenue.

- (4) Nicole G. Park
10622 NE 116th St.
Kirkland WA 98034

Amount: \$1,043.80

Nature of Claim: Claimant states damages occurred to the front of her vehicle while stopped at a traffic light when struck by the back of the City vehicle ahead of her which reversed.

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



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

Date: July 9, 2020

Subject: Planning Commission Resignation

RECOMMENDATION:

That Council acknowledges the resignation of Commissioner Colleen Cullen from the Kirkland Planning Commission and authorizes the attached draft response thanking her for her past years of service. By approving the consent calendar, the Council authorizes these actions.

BACKGROUND DISCUSSION:

Ms. Cullen, who was first appointed to the Planning Commission in 2013, has submitted her resignation via telephone effective June 10, 2020.

The alternate selected during the City Council interviews at their May 28, 2020 special meeting is no longer available for consideration. A recruitment to fill the vacancy for the remainder of the unexpired term ending 3/31/21 has begun.

DRAFT

July 21, 2020

Colleen Cullen
12217 NE 82nd LN
Kirkland, Washington 98033

Dear Ms. Cullen,

We have received your resignation from the Kirkland Planning Commission.

The City Council appreciates your contributions to the Commission during your past service, and we thank you for volunteering your time and talent to serve the Kirkland community.

Best wishes on your current and future endeavors!

Sincerely,

Kirkland City Council

By Penny Sweet,
Mayor



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Julie Underwood, Interim Public Works Director

Date: July 9, 2020

Subject: 2019 STREETS AND PEDESTRIAN SAFETY REPORT

RECOMMENDATION:

That City Council approves the attached Resolution adopting the 2019 Accountability Report for Proposition 1 - the Streets and Pedestrian Safety Levy. By taking action on the consent agenda the Council is approving the resolution.

BACKGROUND DISCUSSION:

On November 6, 2012, Kirkland voters approved Proposition 1 as a new source of revenue for significant street maintenance and safety improvements throughout the City. To ensure that Kirkland's residents can monitor progress toward the established goals of the levy, an accountability report is required to be provided annually.

The Streets and Pedestrian Safety Levy Report explains Kirkland's strategy for street preservation and the policy basis of the City's balanced transportation goal. It describes how citizens can nominate capital improvement projects through the interactive Suggest-a-Project online map and demonstrates the Streets Levy's accomplishments, together with all street and pedestrian safety work funded with Proposition 1 revenues in the respective year.

As has been reported consistently to City Council in prior accountability reports, the current report devotes most of its content to the targets of the Streets Levy, as were identified on the ballot and the voter fact sheet at the time of adoption, and tracking Kirkland's progress toward those stated goals. The 20-year targets include \$60 million in total spending—roughly \$2.7 million per year toward street preservation and \$300,000 per year to pedestrian safety.

Separate Resolutions

Proposition 2 – Parks Maintenance, Restoration and Enhancement Levy, was also adopted on November 6, 2012, and it too requires an accountability report which is covered under a separate City Council memo for the same July 21, 2020 meeting. The City has maintained a practice of adopting each accountability report with separate resolutions since the readiness of each report might occur at different times during the year or future Councils may request additional information or edits for one or both reports that result in the reports being approved at different Council meetings.

With the City Council's approval, staff will post the Accountability Report on the City's website and distribute via the City's e-newsletter and listservs. In addition, staff will have hard copies available at City facilities and notify residents of the availability of the report through a press release.

Attachment A: 2019 Streets Levy Report
Resolution R-5436

Kirkland

A 2019 ACCOUNTABILITY REPORT OF THE STREETS LEVY



CHECKED OFF

Street Levy helps Kirkland complete an ambitious to-do list. PG. 17

CLEAN SLATE

Kirkland eliminates backlog of deferred maintenance in streets. PG. 14



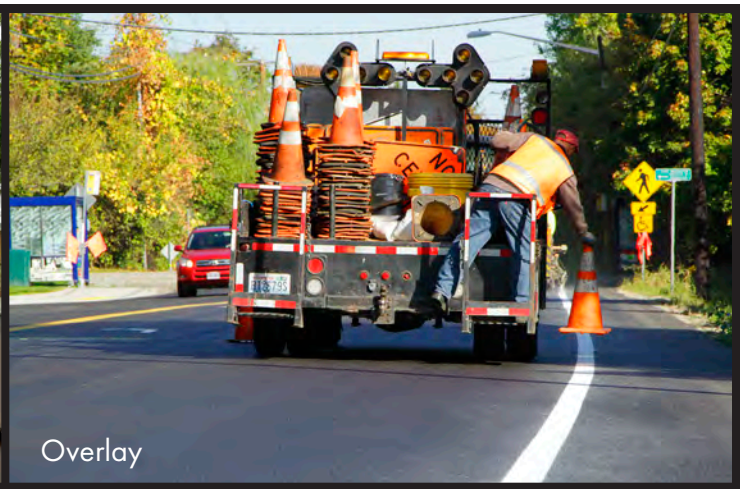
Boosted by Levy, street maintenance program repaves 10.76 lane-miles in 2019

WHAT THE LEVY ACHIEVES

Kirkland's residents approved the Streets Levy in 2012 to better protect their street network and improve pedestrian safety. For seven years, the Levy has been funding projects that accomplish this.



Slurry seal



Overlay

STREET PRESERVATION *(paved and/or preserved 91 lane-miles of streets)*

The fundamental goal of the Streets Levy is to keep Kirkland's street network in good condition. It achieves this by increasing the lane-mileage the City can repave and preserve every year.

In its first seven years, levy-funds have helped the City repave more than 31 lane-miles of arterials and protect nearly 70 lane-miles of residential streets. The Street Preservation Program has completed 29 percent of the 20-year goal in five years. **See Pages 4 & 5.**

SCHOOL WALK ROUTES *(helps improve established school walking routes)*

An extensive public participation process in 2001 resulted in a list of 38 priority walk routes, with the goal of completing the list by 2020. **See Page 17.**



PEDESTRIAN & BICYCLE SAFETY *(installed 22 Rapid Flashing Beacons)*

Passage of the Streets Levy came with an ambitious promise: Replace 32 damaged in-pavement crosswalk flashers with Rapid Flashing Beacons, and then install 18 more.

Seven years in, the levy has paid for the installation of 22 sets of Rapid Flashing Beacons—44 percent of the 20-year goal.

Private development and two other City of Kirkland programs—the Capital Improvement Program and the Neighborhood Safety Program—have paid for the installation of another 25 Rapid Flashing Beacons throughout the city.

The Neighborhood Safety Program has helped Kirkland improve safety for walking and bicycling by funding 50 projects aimed at making walking and bicycling more feasible for more people. The Neighborhood Safety Program also funds the implementation of neighborhood traffic control devices to slow traffic on residential streets. Kirkland



An elementary school student uses Rapid Flashing Beacons on Northeast 116th Street.

also leverages its overlay program to improve bicycling safety. **See Pages 7-15.**

ANOTHER 16.26 LANE MILES

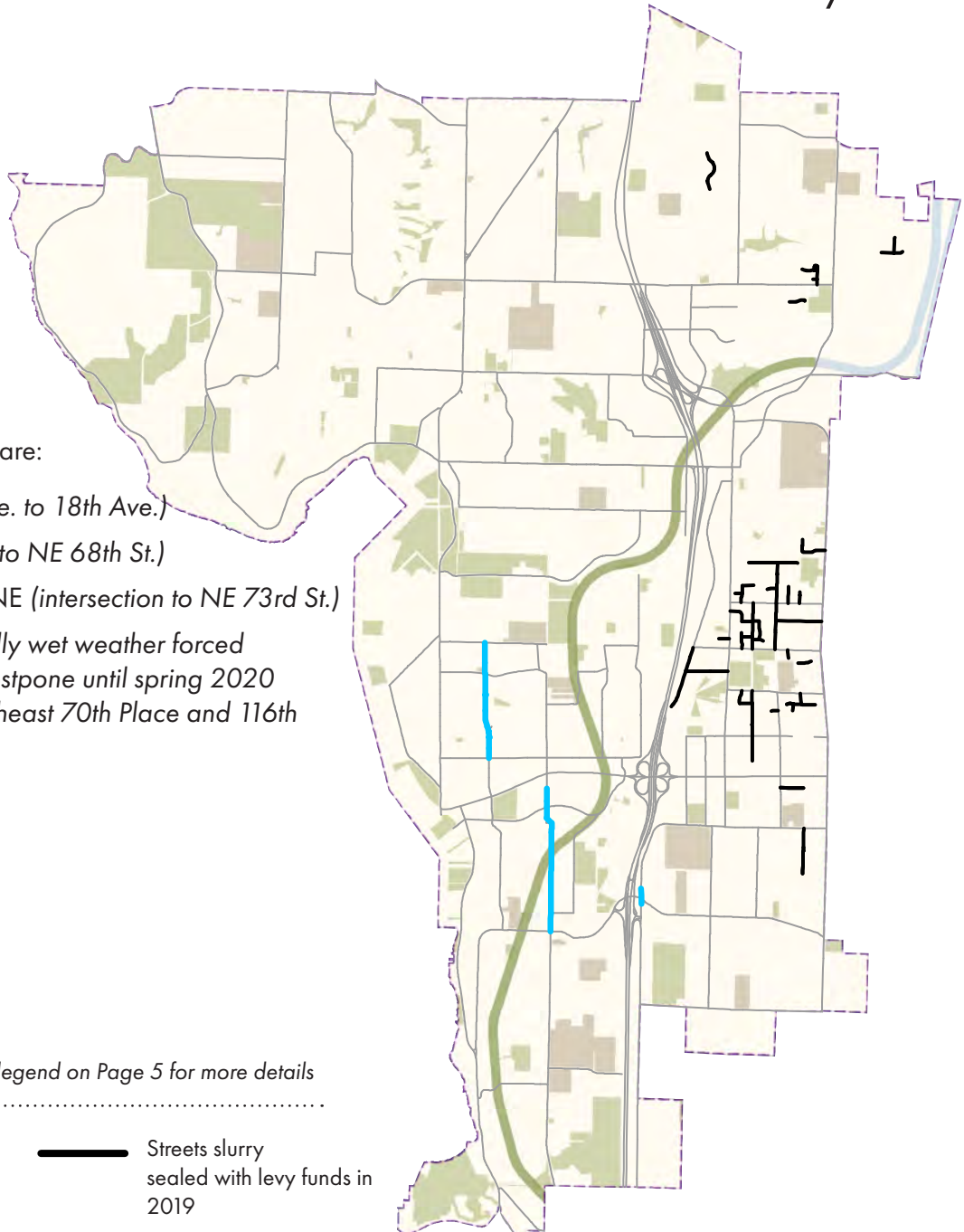
The levy funded 3.19 of the 5.5 lane-miles Kirkland repaved in 2019 and 6.24 of the 10.76 lane-miles of residential streets it slurry sealed.

The Levy helped Kirkland add five to eight years of life in 2019 to 10.76 lane-miles of neighborhood roads in the Kingsgate Neighborhood.

The levy also helped Kirkland repave 5.5 lane-miles on sections of five arterials. Those five streets are:

- Third Street (Seventh Ave. to 18th Ave.)
- Sixth Street (Fourth Ave to NE 68th St.)
- NE 70th Pl/ 116th Ave NE (intersection to NE 73rd St.)

September 2019's unusually wet weather forced Kirkland's contractor to postpone until spring 2020 the paving project at Northeast 70th Place and 116th Avenue Northeast.



LEGEND Refer to legend on Page 5 for more details

- Streets repaved with 2019 levy and City funds
- Streets slurry sealed with levy funds in 2019

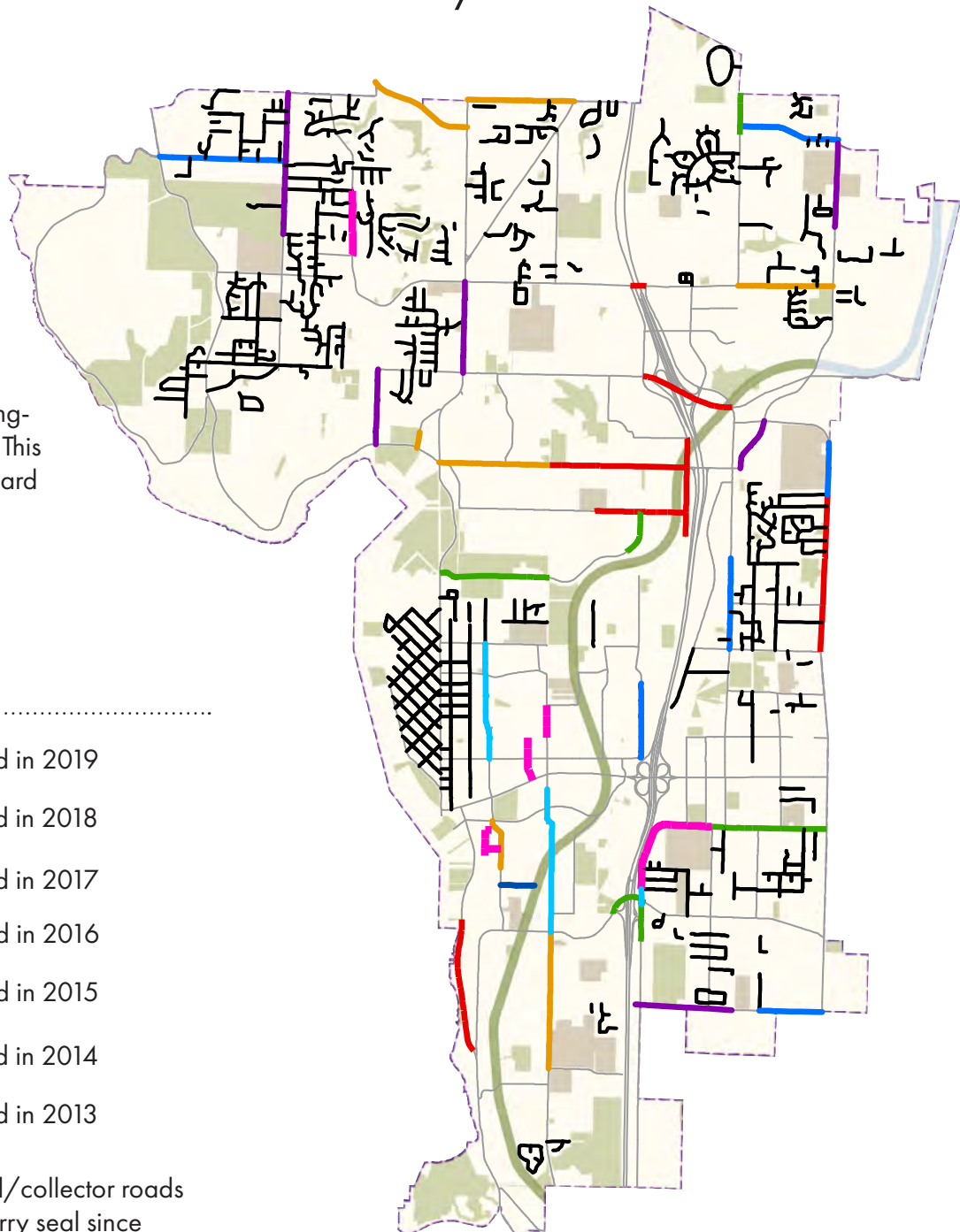
PROGRESS CONTINUES

The levy is on track to preserve 240 lane-miles of neighborhood roads and repave 90 lane-miles of arterials by 2032.

Kirkland's residents approved an ambitious set of goals in 2012 when they passed the levy: slurry seal every eligible neighborhood road; repave 90 lane-miles of arterials; repair potholes; and reduce long-term maintenance costs. This map tracks progress toward achieving those goals.

LEGEND

- Streets repaved in 2019
- Streets repaved in 2018
- Streets repaved in 2017
- Streets repaved in 2016
- Streets repaved in 2015
- Streets repaved in 2014
- Streets repaved in 2013
- Neighborhood/collector roads sealed with slurry seal since
- Cross Kirkland Corridor



This map shows cumulative progress.

THE BENEFIT OF **early** ACTION

As road conditions decline, the costs to repair roads skyrocket. The levy is helping Kirkland preserve roads **before** this happens.



Condition: A few superficial cracks

Treatment: Slurry seal

Cost: \$3,400/
city block

Condition: Linear & "alligator cracks"; rutting

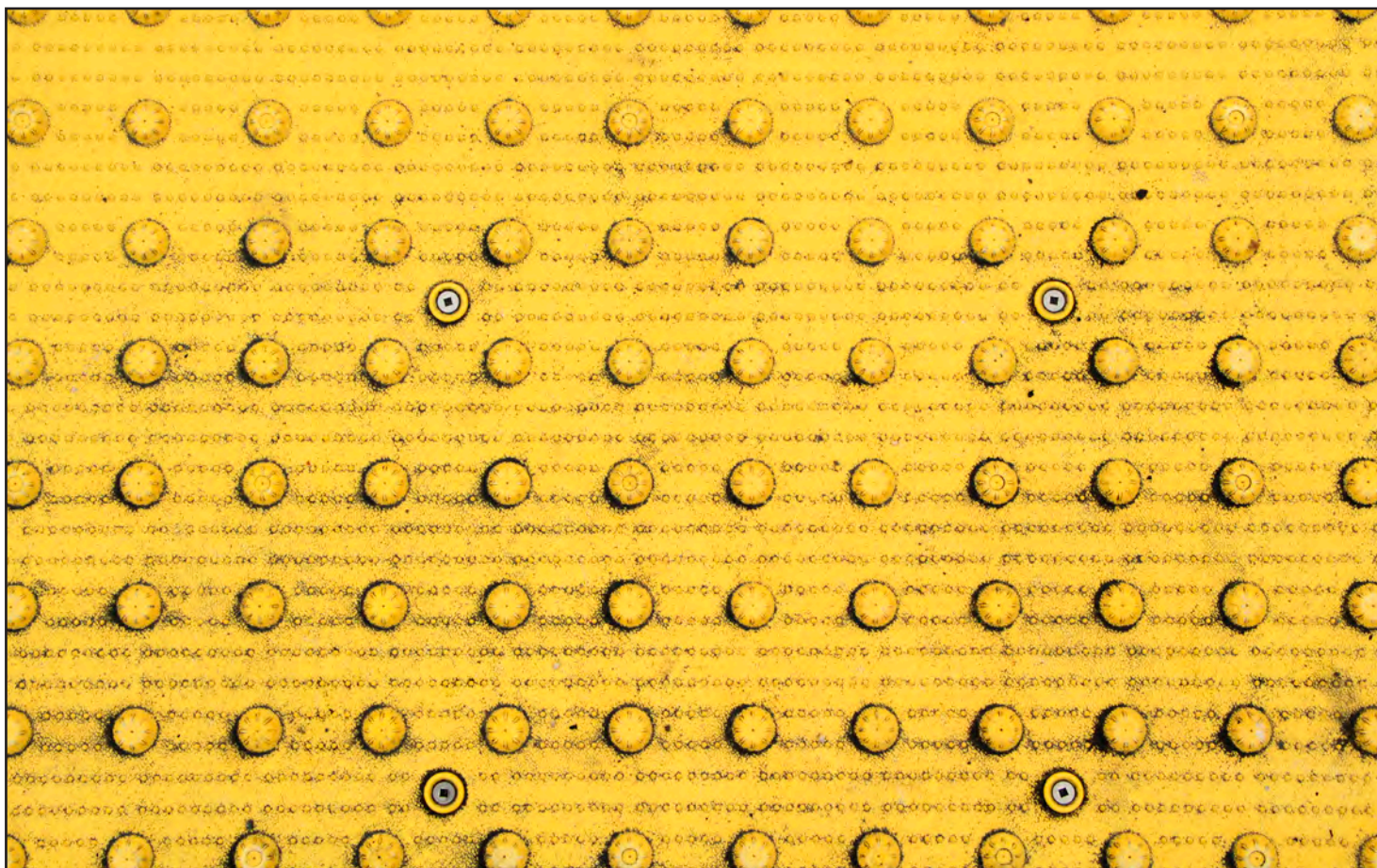
Treatment: Crack seal/resurface

Cost: \$49,000/
city block

Condition: Extensive "alligator cracks;" potholes

Treatment: Reconstruct

Cost: \$165,000/
city block



A tactile warning mat uses texture to alert the visually impaired that they are about to enter the roadway. These mats have been a common feature of sidewalk access ramps since the 1990 passage of the Americans with Disabilities Act.

IMPROVING ACCESS **FOR ALL**

Rebuilding sidewalk curb ramps provides access for all travelers.

Every year, the City of Kirkland improves sidewalk access for those who travel by wheelchair, with the aid of a white cane or other forms of mobility—or sight-assistance. Kirkland's Street Preservation program has rebuilt 471 curb ramps since 2013, when Streets Levy funds first became available. The levy has paid for 206 of them.

In 2019, the Streets Levy paid for the reconstruction of 37 curb ramps.

This is part of a long-term effort to ensure all travelers

can safely ascend and descend each of Kirkland's nearly 4,000 curb ramps.

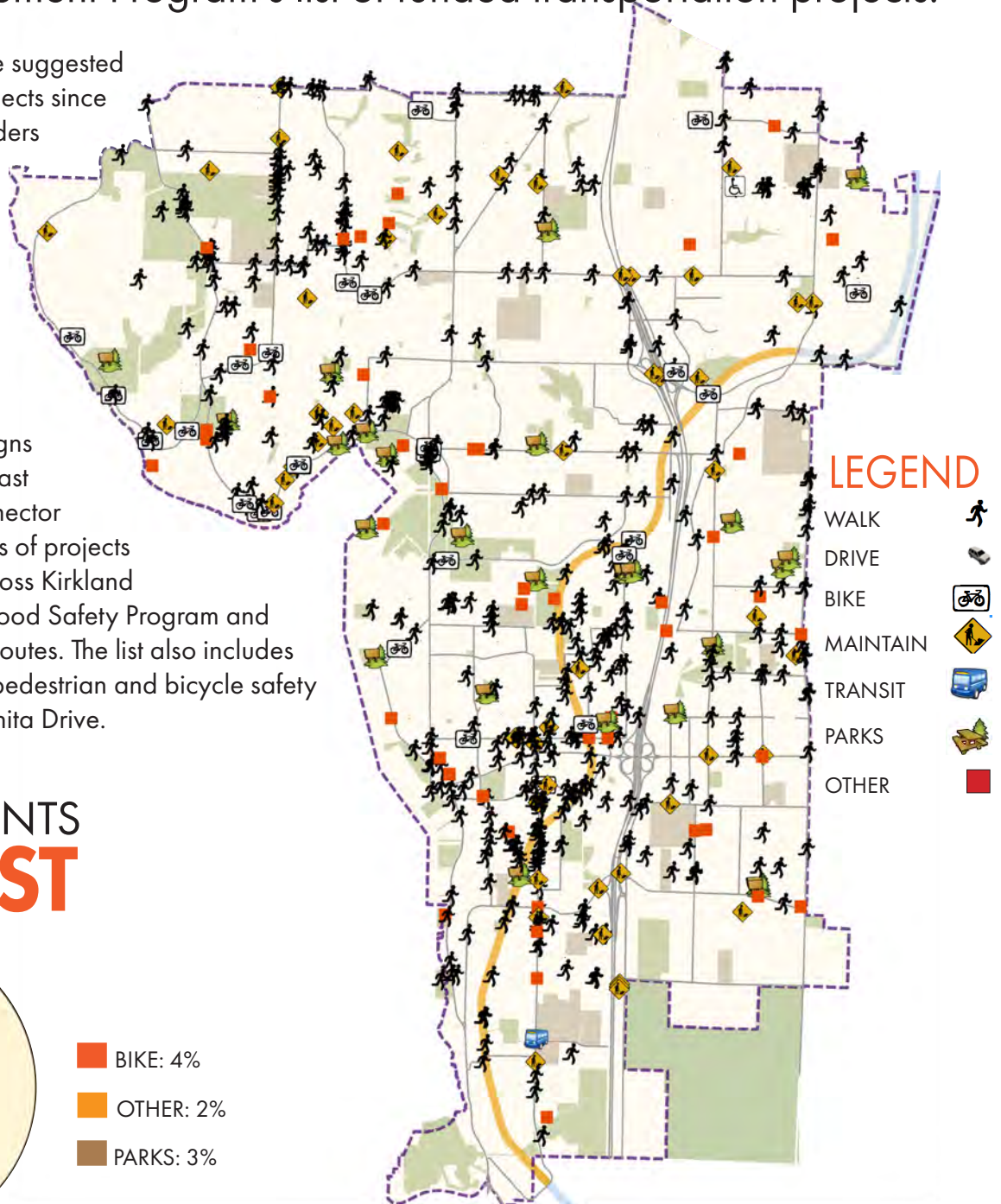
Fundamental to that effort is mounting a tactile warning strip, which is often the only clue a vision-impaired traveler is entering a traffic cone.

For those who travel by wheelchair, having a landing at the top of the curb ramp—a flat space to turn—can make the difference between traveling safely on a sidewalk or unsafely in the street. ◀

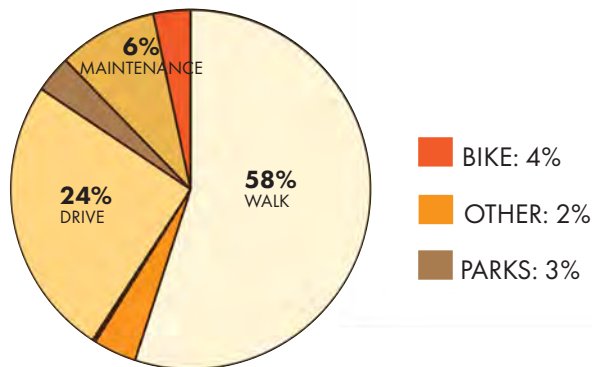
SUGGEST-A-PROJECT

Residents suggested more than a third of the projects included in the Capital Improvement Program's list of funded transportation projects.

Kirkland residents have suggested more than 1,200 projects since 2011, when Kirkland leaders unveiled an interactive map that invites the public to contribute ideas. More than a third of those suggestions are in the 2019-2024 Capital Improvement Program. That list includes the designs of 100th Avenue Northeast and the Totem Lake Connector Bridge, as well as dozens of projects that contributed to the Cross Kirkland Corridor, the Neighborhood Safety Program and improved School Walk Routes. The list also includes bicycle greenways and pedestrian and bicycle safety improvements along Juanita Drive.



WHAT RESIDENTS SUGGEST



Search "suggest a project" on www.kirklandwa.gov

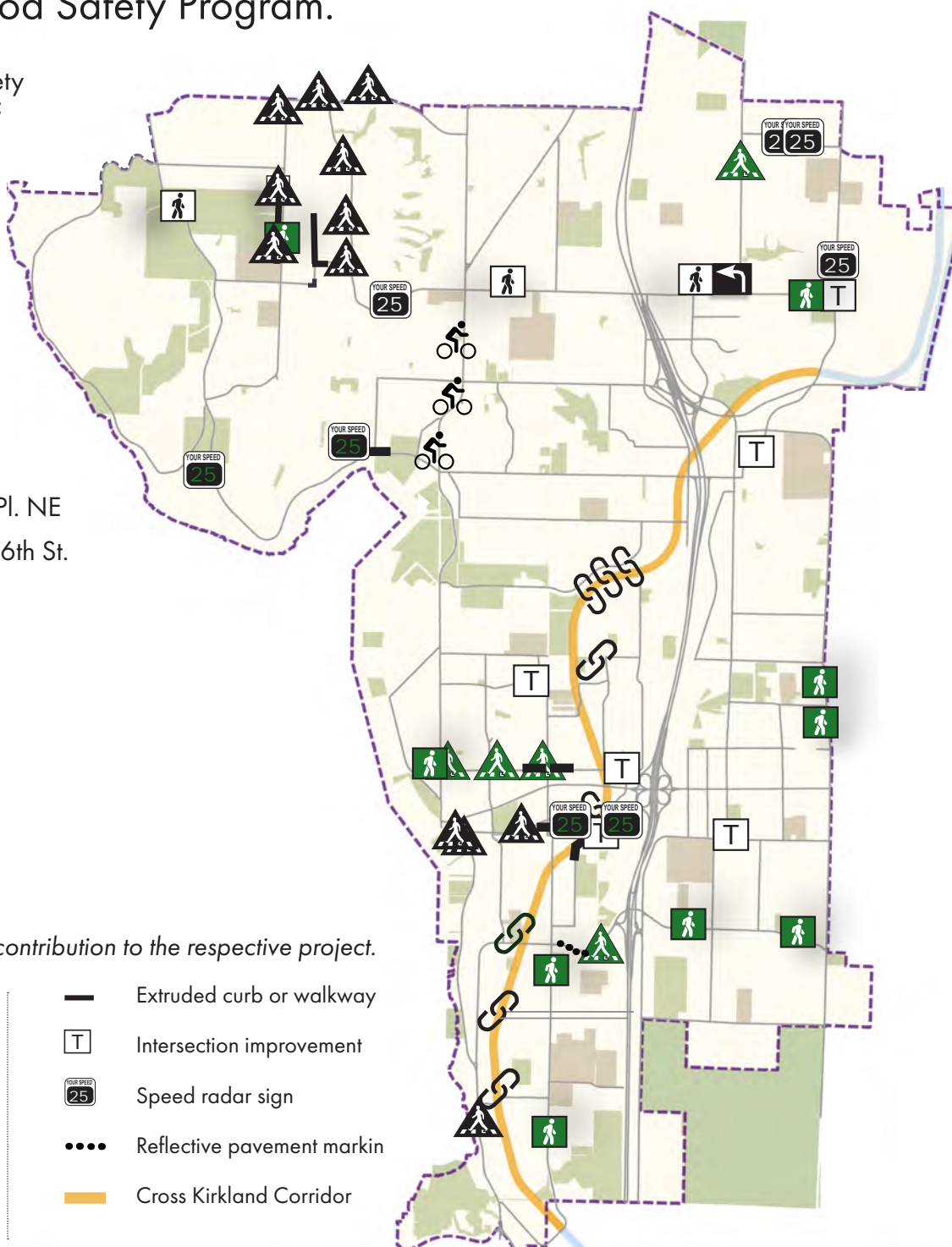
TAKING SUGGESTIONS

The Streets Levy is funding resident's Suggest-A-Project ideas through the Neighborhood Safety Program.

The Neighborhood Safety Program has built all of the 52 approved projects that residents requested since 2014 through the Suggest-A-Project interactive mapping system.

The 2019 levy helped fund two 2019 projects, both of them Rapid Flashing Beacons:

- NE 132nd St. at 129th Pl. NE
- 108th Ave. NE, at NE 46th St.



LEGEND

Green icons indicate levy-contribution to the respective project.

- | | | | |
|--|-------------------------|--|-----------------------------|
| | RFB | | Extruded curb or walkway |
| | Crosswalk | | Intersection improvement |
| | Connection to CKC trail | | Speed radar sign |
| | Left-turn pocket | | Reflective pavement marking |
| | Bike improvement | | Cross Kirkland Corridor |



Economy of scale

The Levy has enabled Kirkland to eliminate its backlog of neighborhood streets in need of maintenance

The Streets Levy achieved a major milestone in 2019: completion of Kirkland's once-looming backlog of maintenance-needing neighborhood streets. Now, instead of racing to maintain residential roads before they deteriorate

beyond a point of no return, the City of Kirkland is resuming its slurry seal program in 2021 when it will have a critical mass of streets in need of maintenance to attract contractors' competitive bids.

"The Streets Levy has accomplished its fi st



major goal,” said George Minassian, Kirkland’s streets engineer. “It has prevented scores of neighborhood streets from deteriorating to the point they are no longer treatable in a cost-effective way.”

To achieve this, the Streets Levy helped Kirkland slurry seal 30 lane-miles of residential street in 2013, 2014 and 2015. “That’s when we caught up,” he said.

Now, says Minassian, the City can focus the Streets Levy on its second major goal: Keeping Kirkland’s network of neighborhood streets in good

condition.

Minassian says slurry seal’s durability is the other reason Kirkland’s street maintenance program is now ahead of schedule.


“Slurry sealed roads are lasting longer than we had originally forecasted,” he said. “We had expected seven years out of them. But they are lasting between eight and 10 years.”

Minassian is planning to slurry seal 10 lane-miles of streets in 2021—most likely in the South Rose Hill, Bridle Trails and Central Houghton neighborhoods.

FLASHING BEACONS IN 2019

The levy paid for one of the three Rapid Flashing Beacons installed in Kirkland.

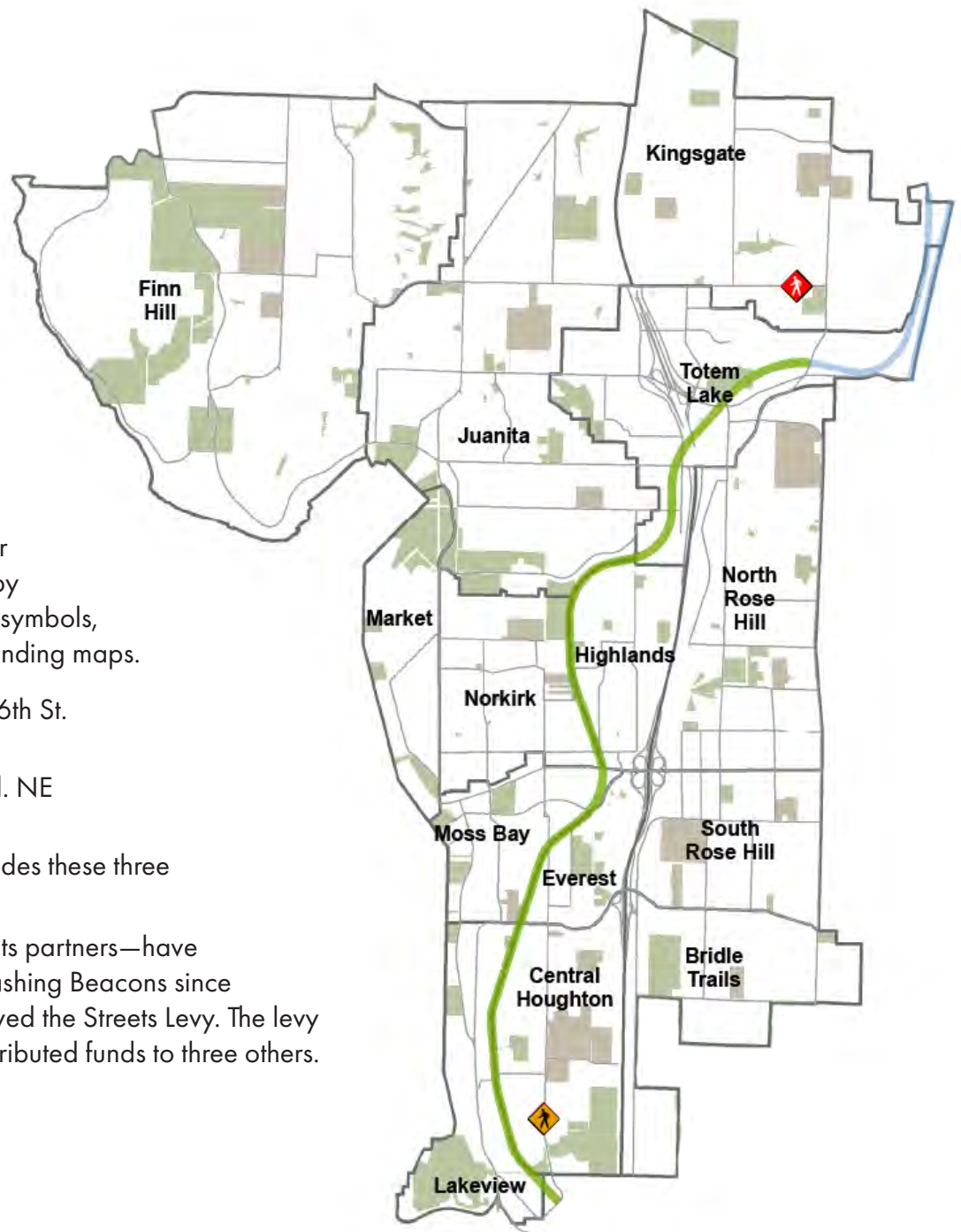
The Streets Levy in 2019 paid for a set of Rapid Flashing Beacons in Central Houghton—indicated by the yellow pedestrian symbol on the corresponding map. Kirkland’s capital improvement program funded one other set of Rapid Flashing Beacons and private development paid for a third. Those are indicated by the red and gray pedestrian symbols, respectively, on the corresponding maps.

 108th Ave. NE at NE 46th St.

 NE 132nd St at 129th Pl. NE

The table on page 16 includes these three projects.

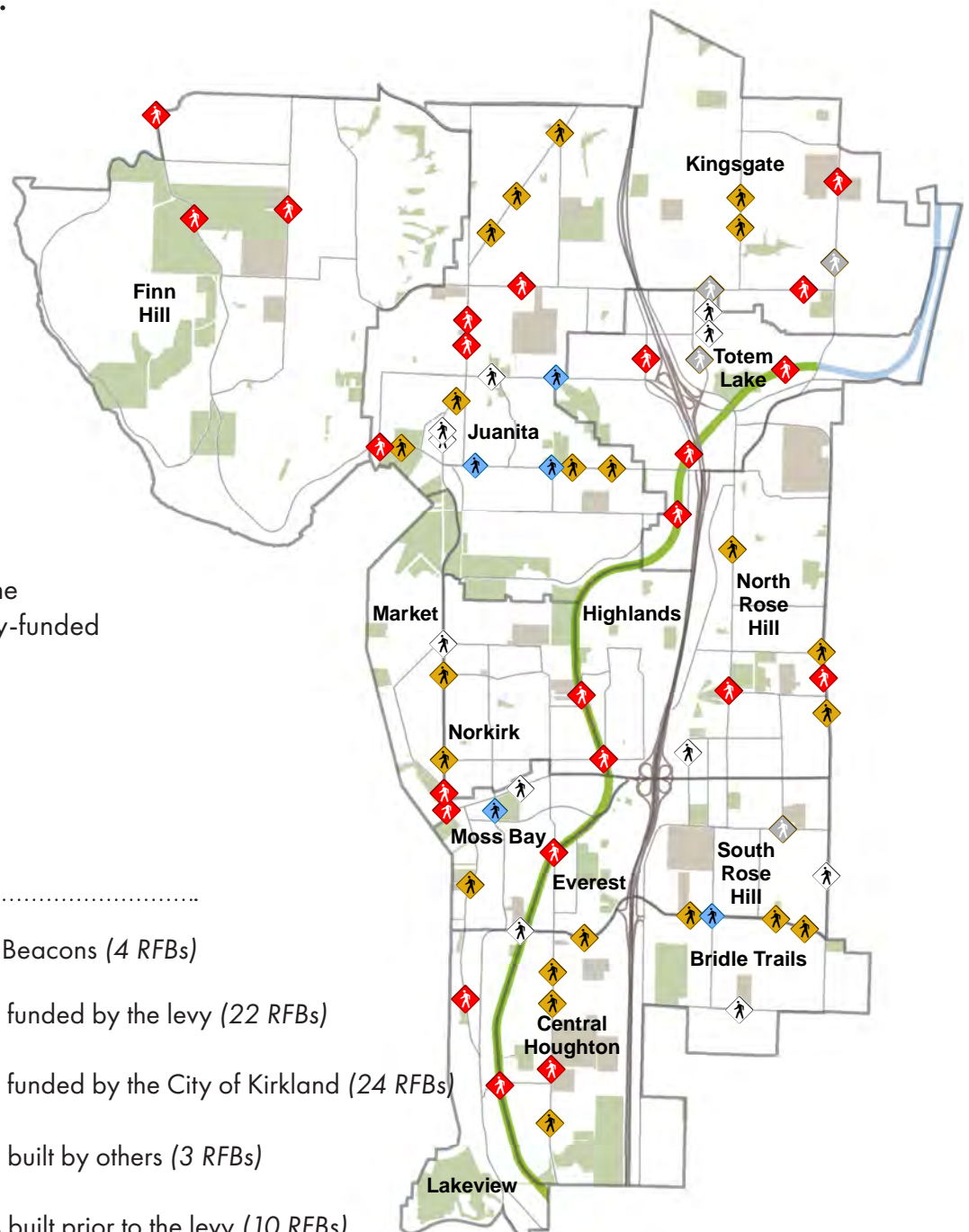
The City of Kirkland—and its partners—have installed 49 sets of Rapid Flashing Beacons since 2012, when residents approved the Streets Levy. The levy funded 22 of those and contributed funds to three others.



PROGRESS TOWARD THE GOAL







By 2033, the levy will have paid for 50 Rapid Flashing Beacons throughout the City.

With its Complete Streets Ordinance, school walk routes, Rapid Flashing Beacon Initiative, and crosswalk flag program, Kirkland has asserted its commitment to walkability. The voter-approved Levy allows the City to improve safety at 50 crosswalks by 2033. This map shows Kirkland's completed Rapid Flashing Beacons, as well as the planned locations of future levy-funded Rapid Flashing Beacons.



LEGEND

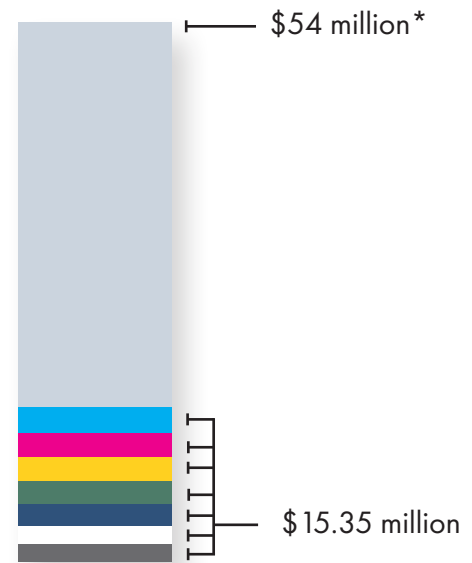
Refers to maps on pages 12 & 13

-  Planned Rapid Flashing Beacons (4 RFBs)
-  Rapid Flashing Beacons funded by the levy (22 RFBs)
-  Rapid Flashing Beacons funded by the City of Kirkland (24 RFBs)
-  Rapid Flashing Beacons built by others (3 RFBs)
-  Rapid Flashing Beacons built prior to the levy (10 RFBs)
-  Cross Kirkland Corridor

MAKING IT ALL POSSIBLE

The Levy allows Kirkland to complete pedestrian safety and street preservation projects that it would not otherwise be able to pursue. In 2019, the Levy helped Kirkland to pave 5.5 lane-miles of arterials, preserve 10.76 lane-miles of neighborhood roads, stripe 22 crosswalks and improve sidewalk access at 63 curb ramps with the Street Preservation Program. ◀

TOTAL INVESTMENT (Progress toward levy goal)



LEGEND

Remaining on 20-year goal

2019

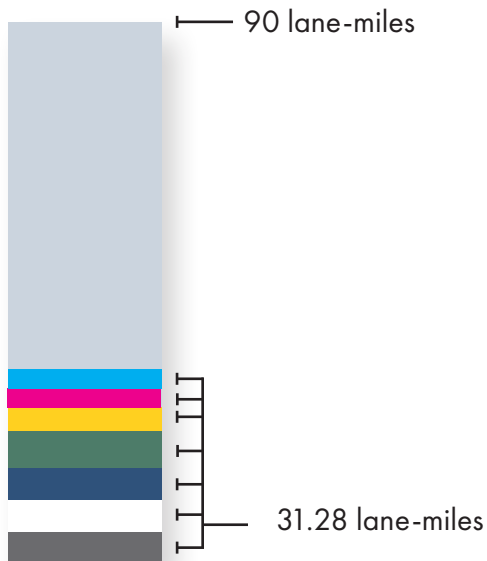
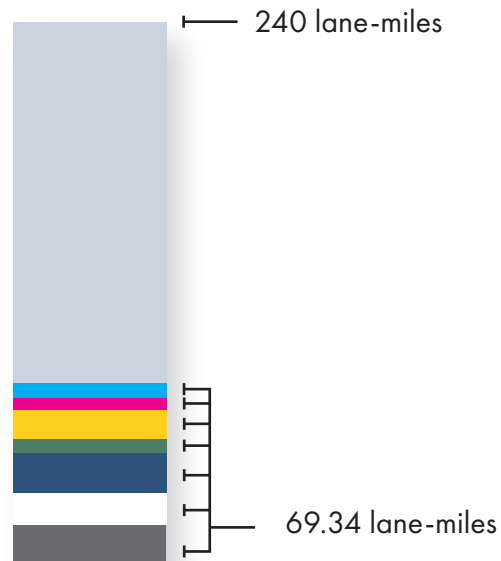
2020

Street Preservation	Average annual pre-levy	Total Levy investment (2013-2018)	
Investment (millions of dollars)	\$1.75	\$12.78	
Arterials repaved (lane miles)	6.2	28.09	
Neighborhood/collector streets preserved (lane miles)	13.7	63.1	
Pavement Condition Index score of arterials, collectors	57	75.7	
Crosswalks re-striped (in crosswalks)	19.5	74	
Curb ramps built/re-built to A.D.A. standards	30	169	

*Based on 20-year projection of levy budget.

**The City of Kirkland changed the way it measures the Pavement Condition Index in 2016

***Does not include \$1.4 million annual investment into City's street maintenance division

ARTERIAL REPAVING*(Progress toward levy goal)***NEIGHBORHOOD STREET PRESERVATION***(Progress toward levy goal)*

2017

2016

2015

2014

2013

Kirkland's 2019 investments			Total Levy investment (2013-2019)	Kirkland's 20-year goal for Levy investments	Levy's progress toward 20-year goal (2013-2019)
Levy	Other Funds	Total			
\$2.57	\$1.86	\$4.43	\$15.35	*\$54	28.4%
3.19	2.31	5.5	31.28	90	* * * 35%
6.24	4.52	10.76	69.34	240	29%
		**77	74.6	70	
13	9	22	87	230	38%
37	26	63	206	500	41%

2019 NEIGHBORHOOD SAFETY PROGRAM			INVESTMENT	
Improvement	Neighborhood	Levy	City funds	Total
Raised sidewalk	Finn Hill (NE 134th St. at 87th Ave. NE)	\$11,402	\$80,000	\$91,402
Traffic median island	N. Rose Hill (Slater Ave. NE at NE 119th St.)	\$14,181	\$24,245	\$38,426
Channelization	Norkirk (NE 87th St. at 114th Ave. NE)		\$62,781	\$62,781
Walkway	Juanita (NE 120th St., 93rd Pl. NE to 96th Ave. NE)		\$43,826	\$43,826
Crosswalk	Lakeview (Lakeview Dr. north of NE 64th St)		\$67,594	\$67,594
2019 Total		\$25,583	\$278,445	\$304,028
Previous Years		\$175,510	\$911,608	\$1,123,118
Progress to Date		\$201,093	\$1,190,053	\$1,427,146

2019 RAPID FLASHING BEACONS	ON A SCHOOL WALK ROUTE?			INVESTMENT		
Neighborhood	No	Yes	School	Levy	Other Funds	Total
C. Houghton (108th Ave. NE at NE 46th St.)	1			\$124,255		\$124,255
Totem Lake (Village Plaza at 120th Ave. NE)	1				Privately funded	
Kingsgate (NE 132nd St. at 129th Pl NE)	1				\$123,157	
2019 Total	3	0		\$124,255	\$236,705	\$237,803
Previous Years	22	25		\$1,054,094	\$1,173,030	\$2,227,124
Progress To Date	25	25		\$1,178,349	\$1,409,734	\$2,464,927

2019 SIDEWALKS	ON A SCHOOL WALK ROUTE? (linear feet)			INVESTMENT			
Neighborhood	No	Yes	School	Levy	City funds	Grant funds	Total
N. Rose Hill (NE 104th St)		1,700	M. Twain		\$1,278,417		\$1,278,417
Highlands (NE 95th St.)		850	P. Kirk		\$639,209		\$639,209
Highlands (111th Ave. NE)		700	P. Kirk		\$526,407		\$526,407
N. Rose Hill (126th Ave. NE)	580				\$436,166		\$436,166
2019 Total	580	3,250			\$2,880,198		\$2,880,198
Previous Years	16,726	2,430		\$41,458	\$4,676,319	\$1,708,107	\$6,425,884
Progress to Date	17,306	5,680		\$41,458	\$7,556,517	\$1,708,107	\$9,306,082



Children walk along the 125th Avenue Northeast school walk route, which leads to Ben Franklin Elementary School.

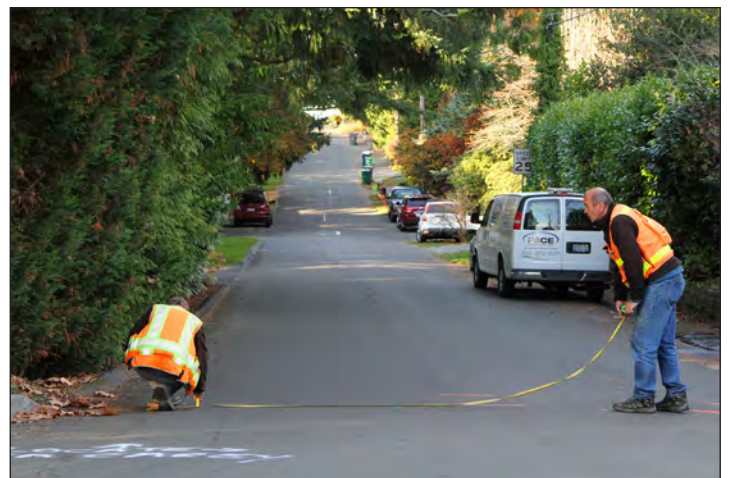
SCHOOL WALK ROUTES

The City of Kirkland made good in 2019 on an 18-year-old commitment to the City's elementary school community by completing the final four school walk routes in a list that included 38 of them.

Those walk routes are:

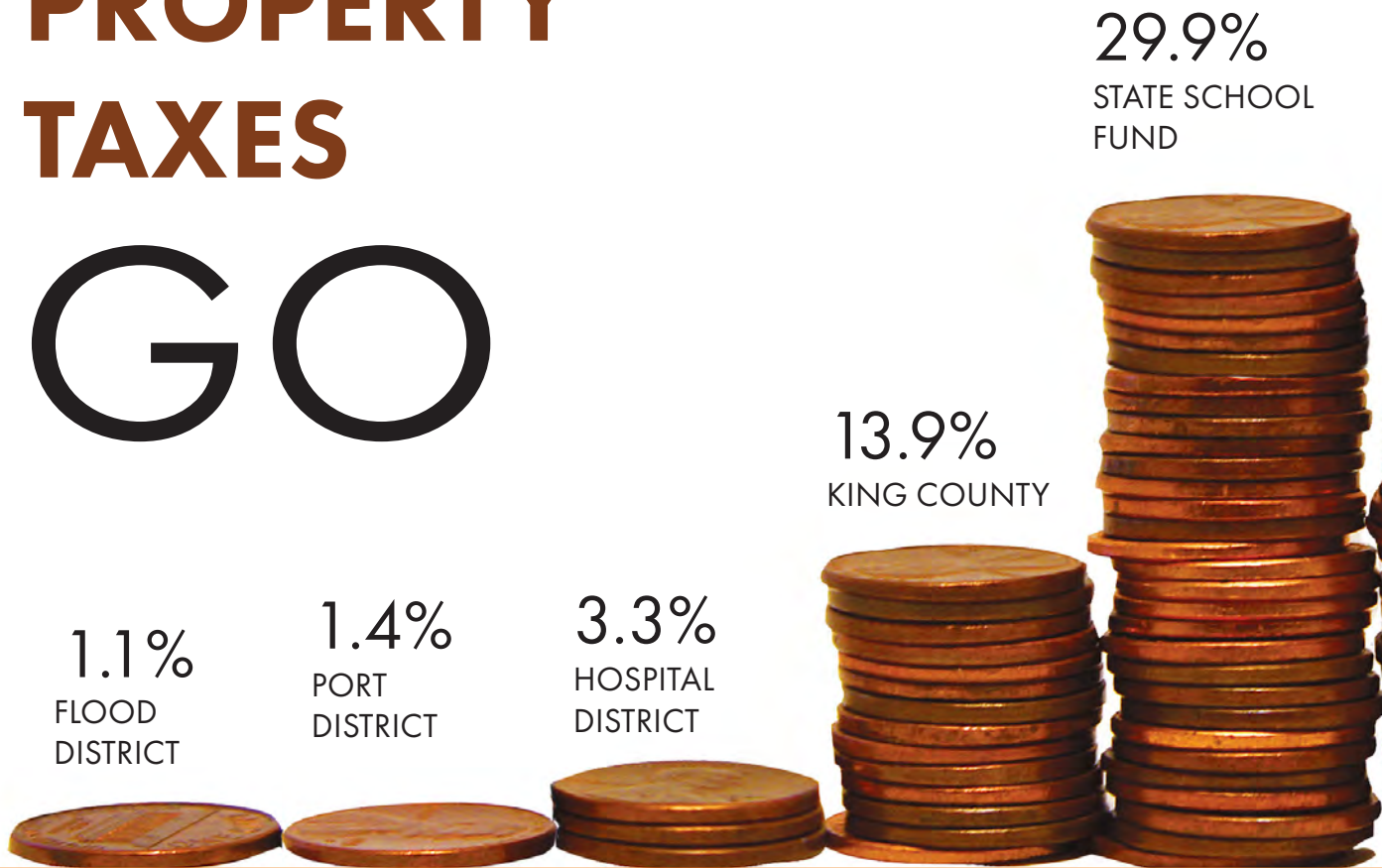
- 111th Ave. NE, (NE 100th to 104th streets)
- NE 104th St. (126th to 132nd aves. NE)
- NE 95th St. (112th to 116th aves. NE)
- 126th Ave. NE (NE 90 to 94th streets)

These walkways—and 34 others—were identified in 2001 by a panel of leaders from Kirkland's neighborhoods, the Lake Washington School District and the City of Kirkland.



To prepare for the construction of a walkway along 111th Avenue Northeast, surveyors measure the street.

WHERE PROPERTY TAXES GO



THE PRICE OF KIRKLAND'S GOVERNMENT

Some local governments, including Kirkland, use a measure called the Price of Government calculation to help define a range of affordability for government services. The Price of Government is the sum of all taxes, fees and charges collected by the City, divided by the aggregated personal income of its constituents.

Many jurisdictions aim for a range of five to six percent. At four percent, Kirkland's Price of Government is well below that range.

The graph at the right illustrates Kirkland's Price of Government between 2007 and 2018 and its projection for the 2019-2020 budget-cycle. ◀

29.2%

LK. WASH.
SCHOOLS9.5%
Kirkland
(base-levy)1.1%
2012 Park levy1.4%
2012 Streets
Levy

12.0%

CITY OF KIRKLAND

4.3%

LIBRARY
DISTRICT

2.5%

EMERGENCY
SERVICES

2.4%

SOUND
TRANSIT

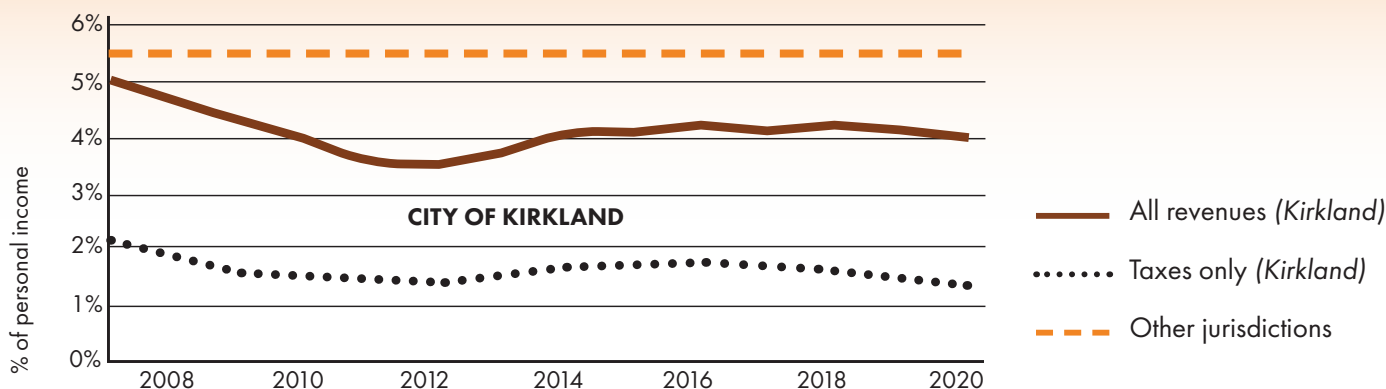
The Streets Levy accounts for less than 1.5 percent of Kirkland residents' property taxes, and yet it pays for more than half of the City's Street Preservation Program.

The Capital Improvement Program pays for the other half—and that half includes Kirkland's Streets Maintenance Division, which is responsible for smaller, more urgent jobs.

Property tax is one of the largest of Kirkland's nine primary sources of revenue. It helps support the General, Street and Park levy funds. It accounts for nearly one-fifth of the City's General Fund.

State law limits Kirkland to an annual increase of its regular property tax levy by the implicit price deflator—a measure of inflation—or by one percent, whichever is less. State law also allows for new construction. Voters can give Kirkland authority to exceed this limit, which they did November 6, 2012, when they passed the street and park levies.

This chart shows how Washington state law allocated residents' 2019 property taxes. ◀



2019 KIRKLAND CITY COUNCIL

(425) 587-3001



Mayor Penny Sweet



Deputy Mayor Jay Arnold



Amy Walen



Dave Asher



Tom Neir



Jon Pascal



Toby Nixon



Kelli Curtis



Neal Black

2019 TRANSPORTATION COMMISSION

(425) 587-3865

John Perlic, Chair



Lisa McConnell, Vice Chair

Brayden Brackett ♦ Xander Fiss ♦ Faith DeBolt ♦ Kurt Ahrensfield ♦ Ken Dueker ♦ Terry Marpert

2019 CITY STAFF

CITY MANAGER'S OFFICE

Kurt Triplett, City Manager 425-587-3001

Marilynne Beard, Deputy City Manager (425) 587-3008

Tracey Dunlap, Deputy City Manager (425) 587-3101

Jim Lopez, Assistant City Manager (425) 587-3212

PUBLIC WORKS

Kathy Brown, Director (425) 587-3802

Alternate Formats: Persons with disabilities may request materials in alternative formats. Persons with hearing impairments may access the Washington State Telecommunications Relay Service at 711. Title VI: It is the City of Kirkland's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person

on the basis of race, color, national origin or sex in the provision of benefits and services resulting from programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with the City of Kirkland. To request an alternate format or for questions about Kirkland's Title VI Program Coordinator at 425-587-3011 or titlevicoordinator@kirklandwa.gov.

RESOLUTION R-5436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE 2019 STREETS LEVY ACCOUNTABILITY REPORT FOR PROPOSITION 1—LEVY FOR STREET MAINTENANCE AND PEDESTRIAN SAFETY.

1 WHEREAS, the Kirkland City Council adopted Ordinance No.
2 4364 on July 17, 2012 to place Proposition 1 on the ballot, described
3 the restricted uses for the funding, and established a requirement to
4 produce an accountability report annually that documents the actions
5 and the status of the programs funded by the Streets Levy; and
6

7 WHEREAS, in November 2012, Kirkland voters approved
8 Proposition 1—Levy for Street Maintenance and Pedestrian Safety
9 ("Streets Levy"); and
10

11 WHEREAS, the 2019 Streets Levy Accountability Report reflects
12 the allocation of Street Levy funds to fund street maintenance and
13 safety improvements for arterial, local, and neighborhood streets,
14 including resurfacing, pothole repair, bicycle route enhancements,
15 pedestrian safety improvements, traffic calming projects, school walk
16 routes, sidewalks, and crosswalks; and
17

18 WHEREAS, the 20-year targets in the 2019 Streets
19 Levy Accountability Report include \$60 million in total spending,
20 which is approximately \$2.7 million per year for street
21 preservation and \$300,000 per year for pedestrian safety; and
22

23 WHEREAS, the City Council desires to adopt the 2019 Streets
24 Levy Accountability Report.
25

26 NOW, THEREFORE, be it resolved by the City Council of the City
27 of Kirkland as follows:
28

29 Section 1. The Kirkland City Council adopts the 2019 Streets
30 Levy Accountability Report attached as Exhibit A and incorporated by
31 this reference.
32

33 Section 2. The Kirkland City Council authorizes the posting of
34 the 2019 Streets Levy Accountability Report on the City website and
35 the distribution of the Report through community meetings and
36 electronic media.
37

38 Passed by majority vote of the Kirkland City Council in open
39 meeting this _____ day of _____, 2020.

40

Signed in authentication thereof this ____ day of _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk



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, Parks and Community Services
John Lloyd, Deputy Director, Parks and Community Services

Date: July 7, 2020

Subject: ADOPTION OF THE 2019 PARKS LEVY ACCOUNTABILITY REPORT

RECOMMENDATION

City Council approve the attached resolution adopting the Accountability Report for Proposition 2 – Parks Maintenance, Restoration and Enhancement Levy.

By taking action on this memo during approval of the consent calendar, the City Council is approving the resolution, including any changes to the report that may be needed as a result of this final submittal.

BACKGROUND DISCUSSION

On November 6, 2012, Kirkland voters approved Proposition 2, a new source of revenue for the preservation, maintenance, and enhancement of Kirkland's parks and natural areas. To ensure that Kirkland's residents are able to monitor progress toward the established levy goals, an annual accountability report is provided.

The levy provides funding to restore levels of parks maintenance throughout the city, sustain Green Kirkland Partnership programs and reestablish lifeguards at Houghton Beach Park, Waverly Beach Park and Juanita Beach Park. Additionally, the levy provided funding for capital projects for the first 6 years of the levy; Waverly Beach Park renovations, Edith Moulton Park improvements, park land acquisition for future neighborhood parks, dock and shoreline infrastructure repairs, replacement of the Juanita Beach Park bathhouse and playfield upgrades at select schools. These projects are complete or mostly complete.

Notable achievements in 2019 include finalizing the design for the Juanita Beach bath house, improvements to Peter Kirk Elementary and Finn Hill Middle School athletic fields, and the replacement of several playgrounds throughout the City.

The 2019 accountability report was expanded to include highlights and accomplishments for the entire Parks and Community Services Department including Human Services, Special Events, and Recreation programming.

Separate Resolutions

Proposition 1 – Streets and Pedestrian Safety Levy, was also adopted on November 6, 2012, and it too requires an accountability report which is covered under a separate City Council memo for the same July 21, 2020 meeting. The City has maintained a practice of adopting each accountability report with separate resolutions since the readiness of each report might occur at different times during the year or future Councils may request additional information or edits for one or both reports that result in the reports being approved at different Council meetings.

A copy of the 2019 report is attached to the resolution incorporated herein.

Attachment 1 - Resolution Adopting Parks Levy Accountability Report

Attachment 2 - Parks Levy Accountability Report

RESOLUTION R-5440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND ADOPTING THE 2019 PARK LEVY ACCOUNTABILITY REPORT FOR PROPOSITION 2 – PARKS MAINTENANCE, RESORATION AND ENHANCEMENT LEVY.

1 WHEREAS, in November 2012, Kirkland voters approved
2 Proposition 2 – Levy for City Parks Maintenance, Restoration and
3 Enhancement ("Park Levy"); and
4

5 WHEREAS, Ordinance No. 4365 adopted by the Kirkland
6 City Council to place Proposition 2 on the ballot described the
7 restricted uses for the funding as well as the requirement to
8 produce an annual accountability report documenting actions and
9 the status of the programs funded by the Park Levy; and
10

11 WHEREAS, the submitted 2019 Park Levy Accountability
12 Report reflects the allocation of Park Levy funds to: 1) park
13 maintenance and operations (approximately \$1.25 million); and
14 2) annual investment of approximately \$1.25 million for park
15 capital projects; and
16

17 WHEREAS, the City Council desires to adopt the 2019 Park
18 Levy Accountability Report;
19

20 NOW, THEREFORE, be it resolved by the City Council of the
21 City of Kirkland as follows:
22

23 Section 1. The Kirkland City Council adopts the 2019 Park
24 Levy Accountability Report attached as Attachment A and
25 incorporated by this reference.
26

27 Section 2. The Kirkland City Council authorizes the posting
28 of the 2019 Park Levy Accountability Report on the City website
29 and the distribution of the Report through community meetings.
30

31 Passed by majority vote of the Kirkland City Council in open
32 meeting this ____ day of _____, 2020.
33

34 Signed in authentication thereof this ____ day of
35 _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

KIRKLAND

2019 Accountability Report on the Park Levy Program & Parks and Community Services Annual Report

+ GREEN KIRKLAND PARTNERSHIP
volunteers log over 10,000 hours
restoring natural areas **PG.6**



New Parks playground facilities installed at Terrace Park, Tot Lot Park, and Highlands Park



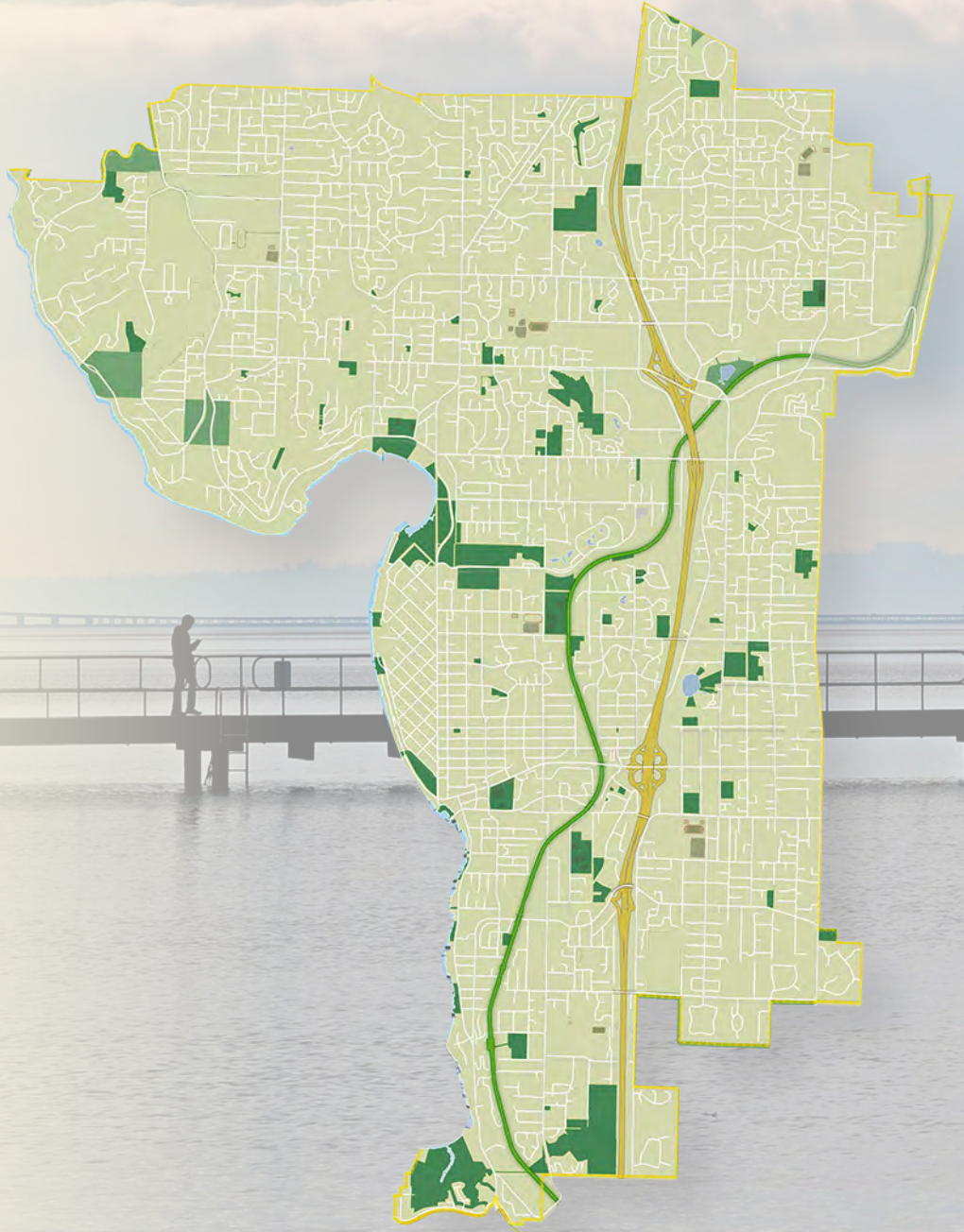
KIRKLAND PARKS & COMMUNITY SERVICES

WHO WE ARE:

- **56.5 FTE** (58 employees)
- **\$13,961,773 Annual Budget**
 - ◆ \$9,516,703 General Fund
 - ◆ \$1,369,095 125 Fund
 - ◆ **\$3,075,975** 128 Fund (Park Levy)

WE CARE FOR:

- **52 Parks**
- **22 Open Space Parcels**
- **3 Swimming Beaches**
- **Peter Kirk Pool**
- **Peter Kirk Community Center**
- **North Kirkland Community Center**
- **Heritage Hall**
- **Kirkland Cemetery**
- **City/School Partnership Playfields**
- **Kirkland Performance Center**
- **Kirkland Teen Union Building (KTUB)**



PARKS LEVY INFORMATION

KIRKLAND'S RESIDENTS DECIDED IN 2012 TO SUPPORT MAINTENANCE AND ENHANCEMENTS FOR THEIR PARK SYSTEM.

IN NOVEMBER OF 2012, Kirkland voters approved a permanent property tax levy to restore and enhance funding for daily park maintenance, summer beach lifeguards, major capital improvements, and acquisition of park land. This annual report summarizes how the levy funds are being used to support and enrich Kirkland's cherished quality of life.

The levy raises approximately \$2.5 million annually, of which about \$1.25 million is used to restore, maintain and enhance Kirkland parks and natural areas. For the first six years (2013-2018), the remaining \$1.25 million helps fund the Parks Capital Improvement Program (CIP) to complete

major repairs and site renovations at parks throughout the community. Priority projects initially identified by the City Council for levy investments include the following:

- Planning for development of the Cross Kirkland Corridor
- Renovations to Waverly Beach Park and Edith Moulton Park
- Park land acquisition for future neighborhood parks
- Docks and shoreline infrastructure renovations in many of the City's waterfront parks
- Replacement of the Juanita Beach Park bathhouse
- Playfield upgrades at select school sites



Alternate Formats: Persons with disabilities may request materials in alternative formats. Persons with hearing impairments may access the Washington State Telecommunications Relay Service at 711.

Title VI: It is the City of Kirkland's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from programs and activities. Any person who believes his/her Title VI protection has been violated, may file a complaint with the City of Kirkland.

To request an alternate format or for questions about Kirkland's Title VI Program please call 425-587-3011 or email titlevi coordinator@kirklandwa.gov.

RECREATION

- **RECREATION PROGRAMS OFFERED:** 2,147 programs
- **RECREATION PROGRAM HOURS:** 16,755 hours
- **ENROLLED PARTICIPANTS:** 18,935 participants

SENIOR SERVICES PROVIDED AT PKCC

In partnership with local agencies, the Peter Kirk Community Center provides opportunities in health and wellness all year long. From nutritional and health services to social work and caregiving consultations, our neighboring agencies work onsite to serve Kirkland Seniors. Recreation staff program daily, weekly and monthly activities onsite to meet the needs and provide social and lifelong recreation for all.

- **People Served:** 13,585 people
- **Hours Programmed:** 2,459 hours
- **Sound Generations - Meals on Wheels:**
6,401 meals delivered to 273 Kirkland residents

FACILITY USE/RESERVATIONS

- **Athletic Field Use**
 - » # of total reservations: 6,252
 - » Hours reserved: 22,636
- **Picnic Shelters**
 - » # of total reservations: 863
 - » Hours reserved: 5,430

HIGHLIGHTED PROGRAMS

- **PEE WEE Sports Program; Basketball, Soccer, and Multi Sports**
 - » Total Volunteer hours: 787
 - » Total Volunteer Coaches: 106
 - » Total Participants: 1,123
- **Youth Basketball Recreation Leagues**
3 – 6 grades, Boys and Girls
 - » Total Volunteer Coaches: 88
 - » Total Volunteer hours: 4,400
(50 hours per coach)
 - » Total Participants: 457
- **Swim Lesson Program**
 - » # of swim lessons completed: 2,626
 - » Wait list for swim lessons: 1,353
- **Adult Volleyball Leagues**
Indoor Volleyball
 - » Coed Teams: 96
 - » Women's Teams: 64
- **Outdoor Beach Volleyball**
 - » Men's Teams: 8



SAFERSWIMBEACHES

THE PARKS LEVY SECURED ONGOING FUNDING OF OVER 1,100 HOURS EACH YEAR FOR LIFEGUARDS AT THREE OF KIRKLAND'S BEACHES.

In 2019, from July 1st through Labor Day, lifeguards were on duty from noon to 6 p.m. daily at Kirkland beaches where they administered 1,635 swim tests to children under the age of 12, loaned out 421 free lifejackets and provided water safety to 10,645 swimmers. Lifeguards recorded 56,598 people on the beaches during these operating hours.



CITY OF KIRKLAND BEACH DATA 2019	Juanita	Waverly	Houghton	All Beaches
Swim Tests	334	805	496	1,635
Lifejackets Loaned	145	167	109	421
Simples Saves	0	4	3	7
Attendance				
Water	5,346	2,570	2,729	10,645
Land	26,439	14,123	16,036	56,598
Total	31,785	16,693	18,765	67,243

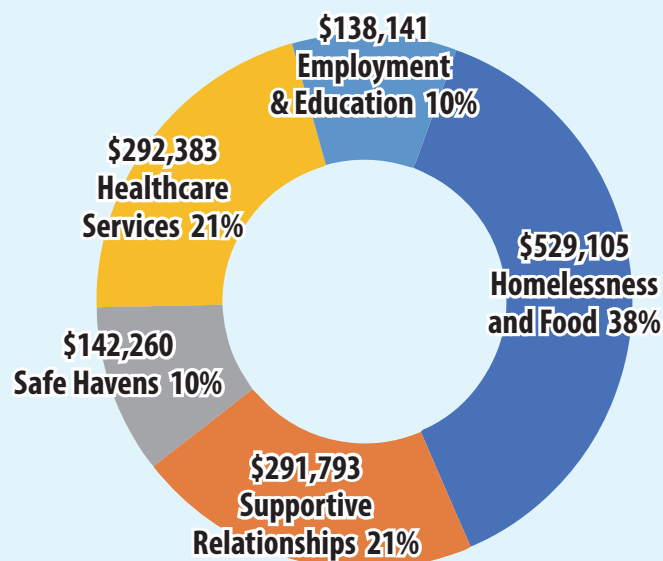
HUMAN SERVICES

HUMAN SERVICES HIGHLIGHTS:

- \$1,393,682 in grant funding supported 87 programs offered by 49 local agencies

HUMAN SERVICES FOCUSES ITS FUNDING INVESTMENTS IN 5 GOAL AREAS

■ Homelessness and Food ■ Supportive Relationships ■ Safe Havens ■ Healthcare Services ■ Employment & Education



TOTAL FUNDING: \$1,393,682

- **Homelessness and Food:** Food to eat and roof overhead (\$529,105)
 - » Highlight: **Hopelink's** emergency food program fed over 2,652 residents
- **Supportive Relationships:** Supportive relationships within families, neighborhoods, and communities (\$291,793)
 - » Highlight: **Assistance League of the Eastside** provided new school clothing to 863 residents in grades K – 12
- **Safe Havens:** A safe haven from all forms of violence and abuse (\$142,260)
 - » **LifeWire** served over 237 residents who are survivors of domestic violence
- **Healthcare Services:** Healthcare to be as physically and mentally fit as possible (\$292,383)
 - » **Healthpoint's** Dental Program served 1,934 residents and Medical Program served 3,607 residents
- **Employment & Education:** Education and job skills to lead an independent life (\$138,141)
 - » **Hopelink's** employment program served 41 residents

KIRKLAND SHELTER FOR FAMILIES AND WOMEN:

In 2018, the City of Kirkland purchased the land, and provided support for the future 24/7 Kirkland Shelter for un-housed women and families with children. On April 10, 2019, City leaders joined community partners at the ground-breaking. This facility will be a two-level 98-bed full-time emergency shelter and day center in Kirkland, for adult women and families with children experiencing homelessness. The **New Bethlehem Project** (a program of **Catholic Community Services**) will offer services to families with children. **The Sophia Way** will offer services to adult women. The 24/7 programs will meet people's basic needs for safety, warmth, comfort, hygiene, and nutrition. In addition, staff will provide personalized and comprehensive housing and case management help along with support in accessing medical, behavioral health, employment, and other vital services.



YOUTH SERVICES

- **Kirkland Teen Union Building—programming provided by YMCA of Greater Seattle**
 - » Youth Check-Ins: 8,516
 - » Drop-In Count: 370
 - » Program Participants: 4,797
 - » Special Events: 493
- **Kirkland Youth Council**
 - » Heard 36 cases in Teen Traffic Court
 - » Conducted 6 service projects
 - » Produced a We've Got Issues Video Program on Depression & Anxiety
 - » Created Student Rights webpage
 - » Funded 11 LWSD programs totaling \$5,627 through its mini grant program

SPECIAL EVENTS

Staff support all special events held on city property through permitting; coordination for street closures, fire and police support, safety and sanitary regulations and banners; City facility use including parks, parking lots, and streets; on-site and on-call logistical support; and communication with the public.

- STAFF SUPPORTED AND PERMITTED 52 DIFFERENT EVENTS
- EVENTS TOOK PLACE OVER 104 DAYS THROUGHOUT THE YEAR
- APPROXIMATELY 160,000 PEOPLE IN ATTENDANCE

CELEBRATE KIRKLAND! 4TH OF JULY

In 1999, Mayor Penny Sweet founded the non-profit Celebrate Kirkland, and organized our community's inaugural 4th of July celebration. In partnership with the City, 2019 marked the 20th year for Celebrate Kirkland! The annual celebration kicks off summer here in the Pacific Northwest with a kids' parade, old fashioned parade, community picnic, and a brilliant fireworks display over Lake Washington.



JUANITA FRIDAY MARKET

Everything sold at the Juanita Friday Market is offered by farmers, producers, and artisans who help sustain the local culture, economy, and environment. This ensures the freshest and highest quality products for consumers, who can find out exactly where their food came from and how it was grown or raised. The market had over 40 vendors, some of whom traveled to Kirkland from Yakima, Zillah, and Chelan.



PARKS MANAGEMENT

THE 2012 LEVY INCREASED MAINTENANCE LEVELS BY RESTORING LABOR HOURS FOR PARKS MAINTENANCE AND APPROXIMATELY \$165,000 ANNUALLY FOR SUPPLIES, MATERIALS AND UTILITIES.

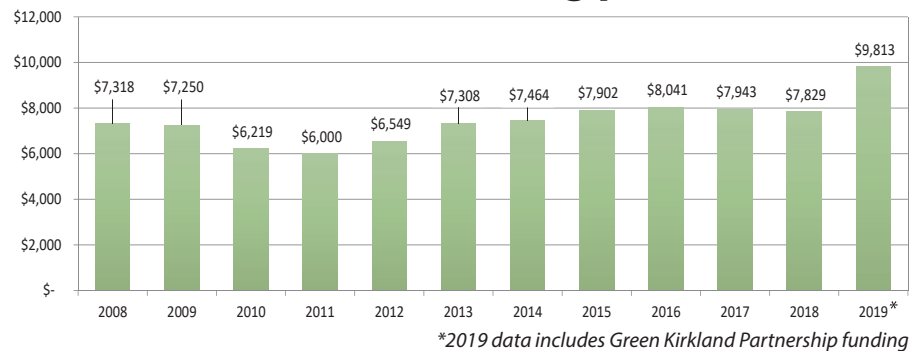
■ **TOTAL MAINTENANCE HOURS:**
59,930.75 hours

The Park Levy supports the operation of the Park Management division. Not only does it provide funding for staff, it also supports the general operations of the entire division. With additional levy funding, restroom service has been restored at select neighborhood parks, and irrigation of lawn areas throughout the city was restored.

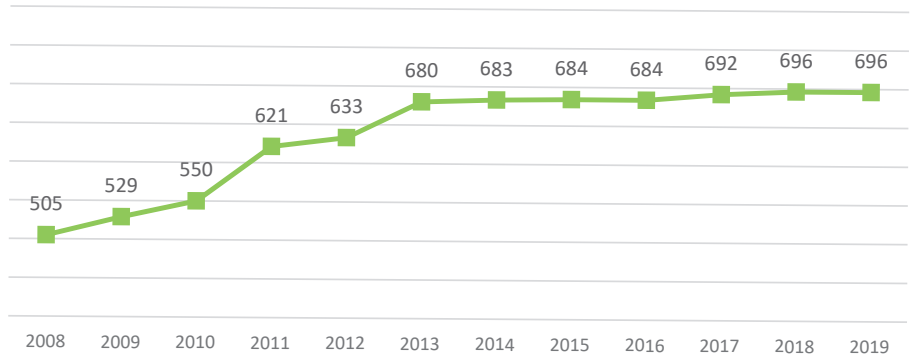
In 2019, staff completed upgrades and enhancements throughout the park system. While often not noticed, the upgrades help keep our parks looking as good as they do. Projects completed include replacement basketball hoops, nets at various tennis courts, upgraded LED lighting, replaced 80+ irrigation heads, and the creation of the "gnome home" from a hollow tree removed from Juanita Beach Park.

2019 marked a new milestone for Parks Management with the completion of the new Park Maintenance Center. On December 9th, the ribbon was cut at the 25,000 square foot facility. Following six months of construction, the facility serves as the new home for Park Management. In addition to being centrally located within the City, the larger location allows Parks Management to centrally and securely locate and store vehicles, equipment, materials, and supplies, thus increasing departmental efficiency by reducing trips and travel times. The new maintenance center will enhance the current level of service throughout the city by providing space for the Green Kirkland Partnership which is now aligned with the Park Management Division.

Maintenance Funding per Acre



Acres Maintained by Kirkland Parks



THE LEVY ENSURES FUNDING FOR THE GREEN KIRKLAND PARTNERSHIP, WHICH CONTINUES TO RECRUIT MORE THAN 2,000 VOLUNTEERS EACH YEAR.

THE LEVY CONTINUES KIRKLAND'S COMMITMENT TO RESTORING NATURAL GREEN SPACES. Thanks to the passage of the Parks Levy, GKP has a dedicated funding source. In 2019, the Green Kirkland Partnership (GKP) was aligned with the Park Management Division; a move that provides more resources and support for the overall goal of conserving and restoring Kirkland's natural areas in parks by replacing invasive plants with native species for the sustainability of urban forests, wetlands and other habitats. Since 2005, through

partnerships with residents, groups, and businesses over 100,000 volunteer hours have restored approximately 119 acres throughout the city.

In 2019, GKP partnered with Washington Conservation Corps to fund a dedicated crew of five focused on the restoration of critical areas in parks including wetlands, stream banks, and steep slopes. Examples of projects include installing trees in the old borrow pit at Watershed Park and removing noxious weeds from the overflow channel in the constructed wetland at Juanita Beach.



The levy supports natural area restoration activities such as removing invasive plants and planting native plants and trees.

Green Kirkland Partnership	2012 (no levy)	2019* (with levy)
Number of staff	1	4.5
Number of volunteers	2,164	2,555
Volunteered hours	9,401	11,102
Volunteer work parties	168	250
Volunteer stewards	22	30
Acres in restoration	40.3	119
Invasive trees removed	336	767
Native plants and trees planted	5,979	6,650
Woodchip mulch applied (cubic yards)	315	354

INVESTING IN PARKS

THE LEVY PROVIDES OVER \$1 MILLION PER YEAR FOR MAJOR RENOVATIONS AND ENHANCEMENTS TO KIRKLAND'S PARK SYSTEM.

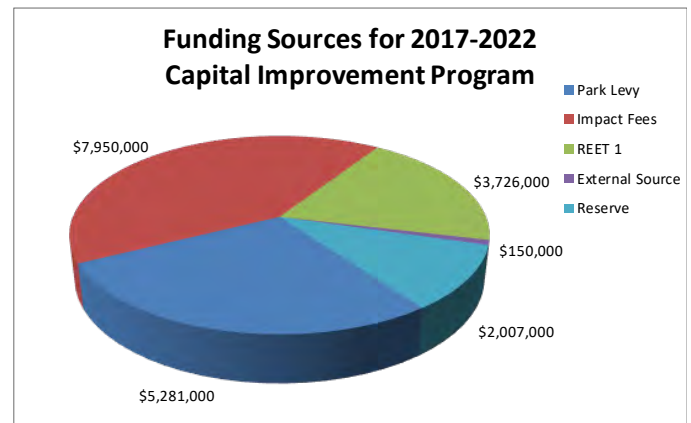
THE CHART AT RIGHT shows the funding sources for the 2017-2022 Parks Capital Improvement Program (CIP). Anticipated funding for parks projects averages \$3.62 million per year, with approximately \$1.25 million per year coming from the 2012 levy and the remainder primarily coming from Real Estate Excise Tax (REET) and Impact Fees placed on new development.

COMPLETED PROJECTS

Cross Kirkland Corridor: Known as the CKC, the 5.75 mile corridor traverses Kirkland from the South Kirkland Park and Ride to the Totem Lake Business District. Levy funding was used to create an overall Master Plan for the corridor.

City/School Partnership: In 2019, enhancements to the Finn Hill Middle School (FHMS) baseball and softball fields as well as the multi-purpose field at Peter Kirk Elementary School were completed. Both fields will be available to the community in 2020.

Edith Moulton Park: Following extensive renovations, the park opened in 2018. It features a new picnic shelter, playground, restroom, off-leash dog trail, improved trails and environmental protections and enhancements.



Waverly Beach Park (Phase 1): Improvements to Waverly Beach included shoreline and beach upgrades, new pier decking, lawn restoration, new pathways and playground. In addition, the Kirkland Rotary Club and Kirkland Parks Foundation raised funds to install a new picnic pavilion for the park. Improvements to the pier, walkways and accessibility of the site will be completed in the future.

CAPITAL PROJECTS

IN-PROGRESS PROJECTS

Park Land Acquisition: Land acquisitions to plan for growth and to protect important natural resources are funded from the levy. New park land acquired in 2019 included 10 acre to be added to Windsor Vista Park.

Dock and Shoreline Infrastructure Repairs: Kirkland's 13 diverse Lake Washington waterfront parks provide opportunities for public access while balancing the needs for habitat enhancement and maintaining ecological function. Levy funds were used to complete repairs at Houghton Beach Park in 2014, to improve boat launch and decking at Houghton Beach Park in 2017 and Marina Park pier in 2018. An updated Dock and Shoreline assessment was completed in 2019. The next project to be completed is at David Brink Park. This project is currently in the design phase and will begin construction in 2021.

Juanita Beach Park: The levy will contribute funding to the replacement of the Juanita Beach Bathhouse, installation of two new picnic shelters and an all-inclusive playground. Design was completed in 2019 with construction beginning in early 2020.

OTHER PARK ENHANCEMENTS AND IMPROVEMENTS

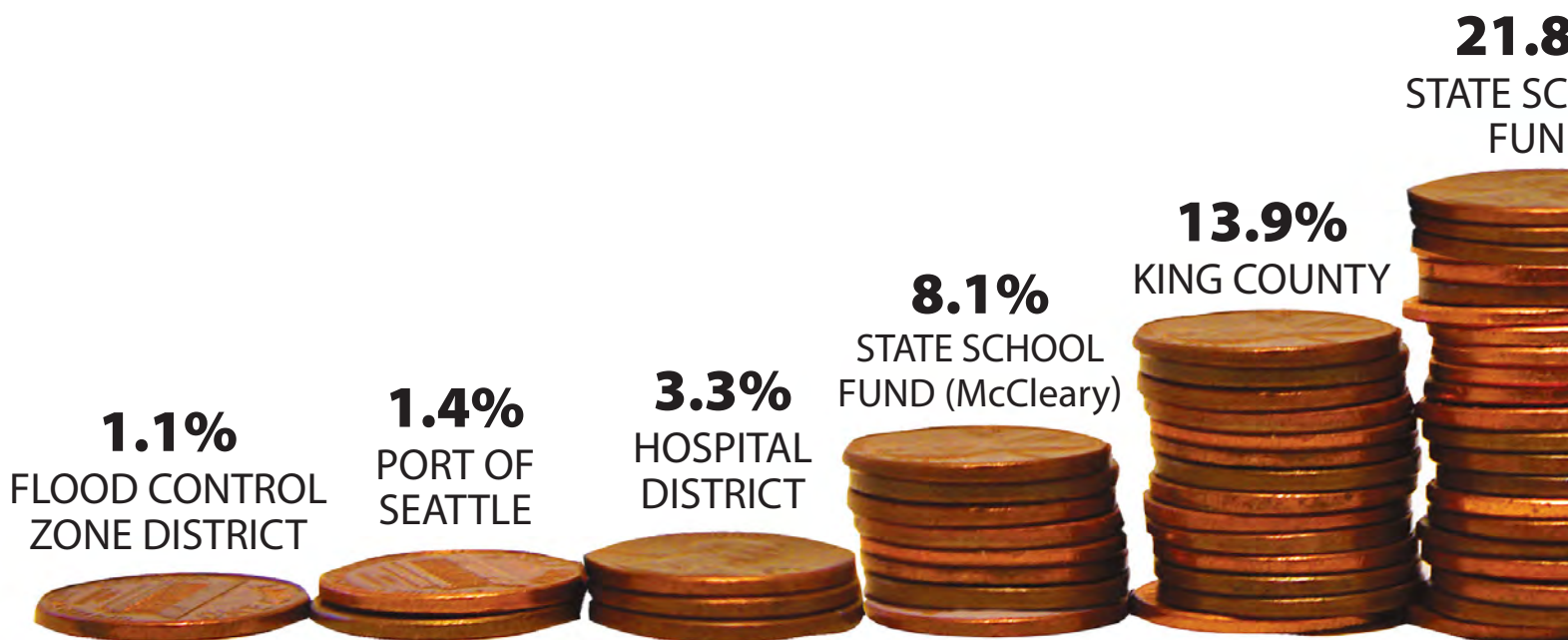
- 1. Totem Lake Park:** The City will create a new park in the heart of Totem Lake. The park will include pathways, an inclusive playground, restrooms, scenic view locations, environmental restoration and a boardwalk connecting the park through the eastern side of the lake property to the Cross Kirkland Corridor. The design of the park was finalized in 2019, with construction planned to begin in 2020. The new park will be completed in 2021.
- 2. 132nd Square Park Master Plan approved and funded:** The City is replacing a non-regulation grass sports field with a synthetic turf field after the installation of a surface water detention structure underneath the field. Project bidding is anticipated in December 2020 with construction beginning in 2021.
- 3. Off-Leash Dog Area Report** and recommendations presented to Park Board in 2019.
- 4. Regional Aquatics Report** completed in cooperation with King County, Redmond and Bellevue. Findings will be presented to the City Council in 2020.
- 5. Pickleball court renovation:** The tennis court at Everest Park was converted to three pickleball courts.
- 6. New playgrounds** were installed at Terrace Park, Highlands Park, and Tot Lot.

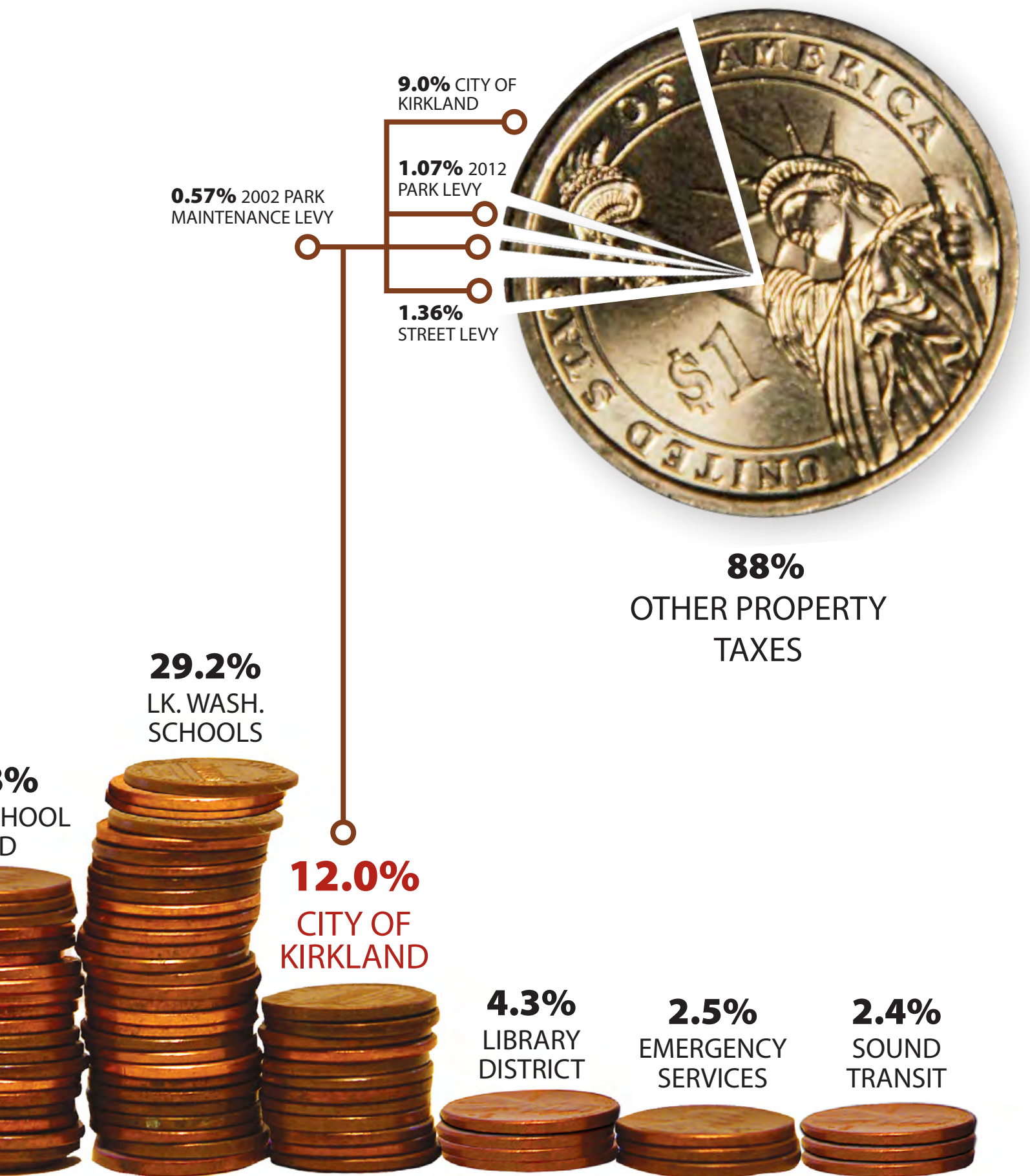


WHERE PROPERTY TAXES GO

ACCOUNTABILITY REPORT ON THE 2012 PARK LEVY PROGRAM: 2019 EDITION

The 2012 Park levy accounts for just over 1 percent of Kirkland residents' property taxes, and yet it pays for more than half of the city's park improvement projects and makes up 20% of the department's budget for park maintenance and operations. Property tax is one of the largest City revenue sources and provides significant support of the General Fund, Street Fund, and Park Levy funds. It accounts for nearly one-fifth of the City's General Fund. State law limits Kirkland to a maximum annual revenue increase of 1% or the rate of inflation, whichever is less. State law also allows for new construction. Voters can give Kirkland authority to exceed this limitation, which they did November 6, 2012, when they passed the Park Levy.





KIRKLAND CITY COUNCIL

(425) 587-3001



*Pictured from left to right: Toby Nixon, Jon Pascal, Kelli Curtis, **Mayor** Penny Sweet, Amy Falcone, **Deputy Mayor** Jay Arnold, Neil Black*

KIRKLAND PARK BOARD

Chair Rosalie Wessels | **Vice Chair** Susan Baird Joshi

Uzma Butte | Richard Chung | Mike Holland | Amanda Judd | Heather McKnight | Daniel Triplett

The Kirkland Park Board meets the 2nd Wednesday of each month at 7 p.m.



CITY STAFF

CITY MANAGER'S OFFICE

Kurt Triplett, **City Manager** | 587-3001

Tracey Dunlap, **Deputy City Manager** | 587-3101 • Jim Lopez, **Asst. City Manager** | 587-3212

PARKS & COMMUNITY SERVICES

Lynn Zwaagstra, **Director** | 587-3300

experience it!



Kirkland Parks



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Rachel Konrady, Surface Water Planner
Kelli Jones, Surface Water Engineering Supervisor
John Burkhalter, Development and Environmental Services Manager
Julie Underwood, Interim Director of Public Works

Date: July 9, 2020

Subject: RCO GRANT APPLICATION RESOLUTION: JUANITA CREEK CULVERT REPLACEMENT

RECOMMENDATION:

Staff recommends that the City Council officially designate, by Resolution, specific staff members to be contacts or signatories for a grant application process administered by the Washington State Recreation and Conservation Office (RCO), and to legally bind the City with regard to the project and the grant funds if the grant is awarded. RCO requires such formal designation, and also mandates the specific text to be used in the applicant's Resolution.

By taking action on this staff report during approval of the Consent Calendar, the City Council is authorizing the Deputy City Manager to execute a grant agreement on behalf of the City if the grant is awarded, designating other City contacts, and legally binding the City for certain present and potential future actions.

BACKGROUND DISCUSSION:

The RCO offers and administers an extensive array of grant programs related to recreation, conservation, salmon recovery, and invasive species. One grant program is the "Brian Abbott Fish Passage Barrier Removal Board (Board)." Brian Abbott was the executive coordinator of the Governor's Salmon Recovery Office, a lifelong fisher, and an advocate for salmon recovery. He is credited with fundamentally changing how Washington State manages its salmon recovery efforts.

The grant application process runs from November to August, with the Legislature making the final funding decisions. The RCO calls for proposals, reviews them, then invites certain agencies to submit grant applications for selected proposals. Staff submitted a proposal earlier this year to fund a culvert replacement at NE 137th Place and Juanita Creek, near 104th Place NE (see Attachment A, Vicinity Map).

This culvert replacement (Project) is identified in the *2014 Surface Water Master Plan* as one of the top habitat projects for the City. It would remove the first fish barrier on Cedar Creek, which is a tributary to Juanita Creek, and would open up 770 linear feet of additional stream habitat. The Project would replace an old culvert that was assessed to be only 33-percent fish-passable. The existing culvert is a 98-foot long 36-inch diameter concrete pipe. It would be replaced with a 100-foot long box culvert that would be 16 feet wide and 8 feet tall. The new culvert is designed to be fully fish-passable. The Project was included in the *2019-2024 Capital Improvement Plan*, funded entirely with City surface water funds, with final design and permitting planned for 2021 but construction occurring in 2023 and 2024. However, if the City is awarded the RCO grant, construction could be advanced and the Project built in the summer of 2022.

The total cost of this Project—including engineering, demolition, construction, and project management—is estimated to be \$2,071,900. Of this amount, \$263,000 already has been spent for engineering to the 60-percent level.

RCO can fund up to 85-percent of a project. During the initial, proposal phase, staff showed RCO funding at 85-percent. Between the initial phase and the time to prepare and submit a grant application, the cost estimate was revised and the estimate increased. In an effort to have this grant application remain competitive in a statewide process, staff used the initial request, added the estimated cost to complete design engineering, which resulted in \$995,350.

Table 1: Preliminary Budget

City Surface Water Funds	\$1,076,550
Potential RCO Grant	\$995,350
Total Funding	\$2,071,900
60% Engineering	(\$263,000)
Remaining Project Expenses	(\$1,808,900)
Projected Balance	-0-

While the City has submitted a proposal to the Board in the past, this is the first time Kirkland has been invited to apply. This grant program requires a Resolution as part of the application that designates specific signatories and contacts. The RCO is permitting the City to take that action now while the application process proceeds. Also, a Sample Project Agreement is provided (see Attachment B). Section 3 of the propose Resolution states that the organization has reviewed the sample agreement, though the RCO reserves the right to revise the agreement prior to execution. If the City receives the grant, it is obligated to build the project.

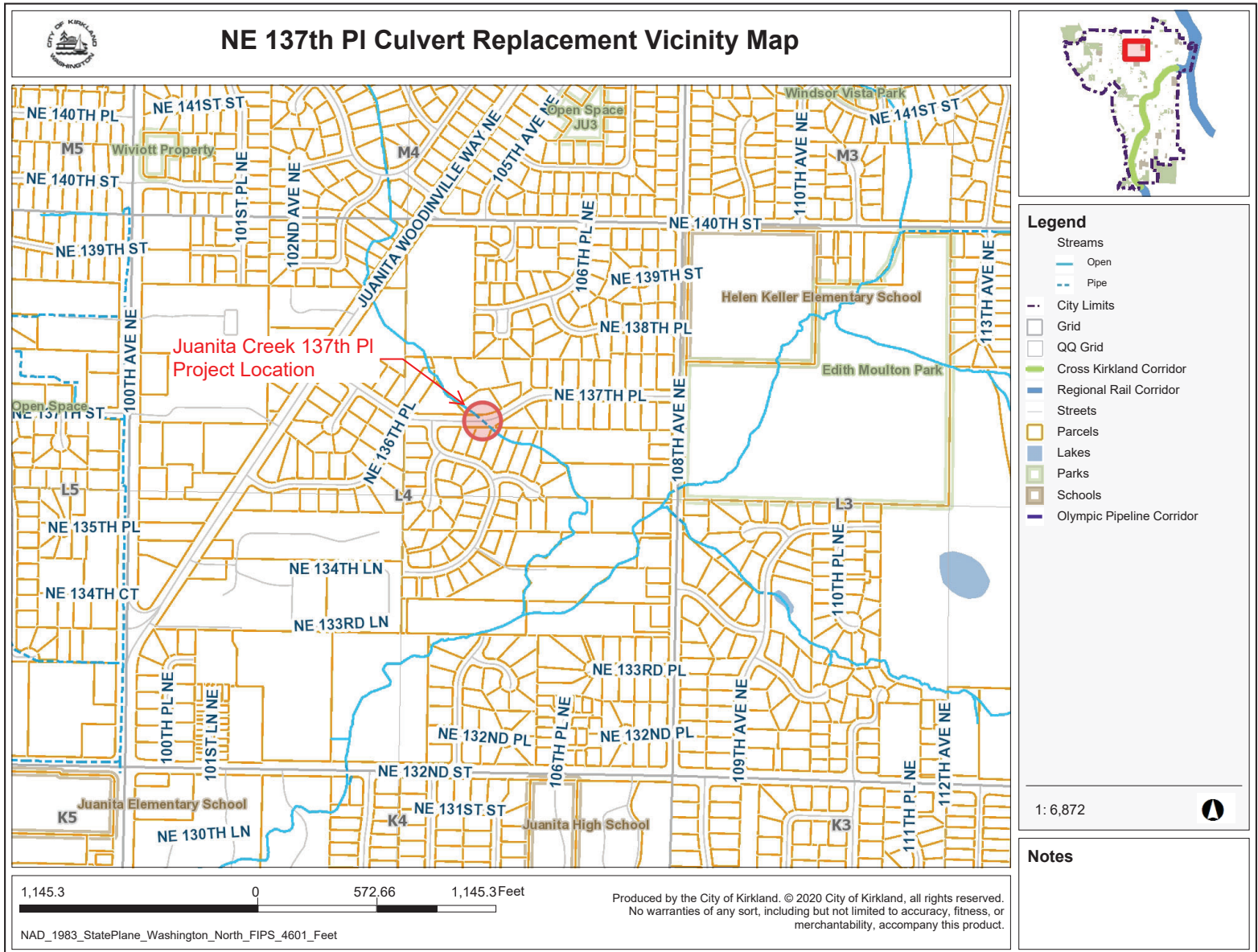
A ranked project list and funding recommendations to the Legislature are anticipated to be published this coming August. Grant awards are anticipated to be announced in June 2021 following adjournment of the Legislature.

Attachment A: Vicinity Map

Attachment B: Sample Project Agreement

Resolution R-5437

Attachment A: Vicinity Map





Juanita Creek 137th Pl
Culvert 47.72 degrees N
122.20 degrees W

- Legend**
- Streams**
 - Open
 - Pipe
 - Address**
 - Other Address
 - Current Address
 - Current ADU
 - Pending Address
 - City Limits**
 - Grid**
 - QQ Grid**
 - Cross Kirkland Corridor**
 - Regional Rail Corridor**
 - Streets**
 - Parcels**
 - Place Names**
 - Buildings**
 - Parks**
 - Schools**
 - Olympic Pipeline Corridor**

1: 1,925



Notes



NAD_1983_StatePlane_Washington_North_FIPS_4601_Feet

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No warranties of any sort, including but not limited to accuracy, fitness, or
merchantability, accompany this product.

This agreement template is used by the Recreation and Conservation Office (RCO) for the management of the grant and other programs it administers. This example is provided for review by applicants' and their counsel as they seek grant funding managed by RCO.

This grant agreement will contain changes at issuance based on the specifics of each funded project. For instance, changes will occur based on the applicant, funding program, fund source, project type, rule or law changes, and other factors. Applicants that receive funding from RCO are encouraged to thoroughly review their customized grant agreement prior to final signature.

RCO reserves the right to make updates to this template.

RCO GRANT AGREEMENT

Project Name: _____

Project Number: _____

Issuance Date: _____

A. PARTIES OF THE GRANT AGREEMENT.

1. This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington {FundingAgency} Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and {PrimarySponsorNameAddress} {SecondarySponsorNameAddress}, and shall be binding on the agents and all persons acting by or through the parties.
2. The Sponsor's Data Universal Numbering System (DUNS) Number is {DUNNSNumber}.
3. All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.
4. Prior to and During the Period of Performance, Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.
 - a. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant

Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

- b. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections A and J.
5. For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

B. PURPOSE OF AGREEMENT.

This Agreement sets out the terms and conditions by which a grant is made from the {AccountName} of the State of Washington. The grant is administered by the RCO.

C. DESCRIPTION OF PROJECT.

{ProjectDescription}

D. PERIOD OF PERFORMANCE.

1. The period of performance begins on {StartDate} (project start date) and ends on {EndDate} (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.
2. The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

E. STANDARD TERMS AND CONDITIONS INCORPORATED.

The RCO Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS.

(This is a custom section based on project, program, and sponsor type. See [attached spreadsheet of those that may apply.](#))

G. PROJECT FUNDING.

The total grant award provided for this project shall not exceed {RCOAmount}. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

{FundingTable}

H. FEDERAL FUND INFORMATION.

(This section only appears if there is federal funding nexus)

{FederalFundingInfo}

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F—Audit Requirements, Section 500 (2013). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS.

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

The following Exhibits are attached as part of this Agreement:

(This is a custom section listing things like "Expanded Scope of Work," "Milestones," and "Eligible Scope Items," which become part of this agreement.)

If an exhibit is referenced in this Agreement as an exhibit or attached to this Agreement, regardless whether it is on this list, it shall still be considered part of this Agreement.

J. AMENDMENTS TO AGREEMENT.

1. Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by

RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

2. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.
3. Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES.

1. This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.
2. For the purpose of this Agreement, {WAC...} shall apply as terms of this Agreement.
3. For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

{CustomApplicableManuals}

Provided, where a manual refers to a funding board's responsibility and/or authority but the funding board is not involved with the grant or successor to an entity that was involved, the RCO director shall have that responsibility and/or authority if such responsibilities and/or authority falls within the RCO's statutory responsibilities and/or authority or within a lawful delegation by the board to the RCO.

L. SPECIAL CONDITIONS.

{CustomSpecialConditionsAsMayApply}

M. AGREEMENT CONTACTS.

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

{CustomProjectContacts}

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT.

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE.

1. Unless otherwise provided for in this Agreement, this Agreement, for project *{ProjectNumber}*, shall not be effective and binding until the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.
2. The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Signatures:

Sponsor/Date

Recreation and Conservation Office/Date

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STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT

Last Updated: February 12, 2020

1. CITATIONS, HEADINGS AND DEFINITIONS.

- A)** Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B)** Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C)** Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project – A project that purchases or receives a donation of a right to or in real property including, but not limited to, fee simple land acquisition, conservation easement, access/trail/recreational easements, covenants, leases, water rights, and mineral rights.

Agreement, terms of the Agreement, or project agreement – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

applicable manual(s), manual -- A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

applicable WAC(s) -- Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

applicant – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

archeological, cultural, and historic resources - Archeological sites and artifacts, and traditional areas or items of religious, ceremonial and/or social (significance to) (uses of) tribes affected by or interested in the project. This also refers to built environments and places with historical significance for the nation, state, or local area.

authorized representative/agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO’s as may apply) have been recorded (as may apply)

contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources. A development project may also involve activities that redevelop or renovate an existing facility, and these may occur exclusively in the project or in combination with new construction. For projects in the Boating Facilities Program, the term “development project” includes all of the above and may also include those activities that are defined as maintenance in 50 C.F.R 86.

director or Director – The chief executive officer of the Recreation and Conservation Office or that person’s designee.

education project – A project that provides information, education, and outreach programs and/or services for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property.

education and enforcement project – A project that provides information, education, and outreach programs or services; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists. This project may involve limited amounts of capital construction or installation of tangible property, and equipment purchases.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – A project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

compliance period, or long-term compliance period – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned or otherwise controlled by the Sponsor.

maintenance project – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

maintenance and operation project – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

milestone – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

monitoring project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

monitoring and research project – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

Office – Means the Recreation and Conservation Office or RCO.

notice of grant – As required by RCO or another authority, a document that has been legally recorded on the property title of the project area(s) in the county or counties where the project property is located, or with the United States Government, that describes the project area on the property, the funding sources, and agencies responsible for awarding the grant.

pass-through entity – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

planning project - A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

pre-agreement cost – A project cost incurred before the period of performance.

primary Sponsor – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

project – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

project area - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project area (for projects where WAC 420 is applied) - The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

completed project or project completion - The status of a project when all of the following have occurred:

1. The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily,
2. A final project report is submitted to and accepted by RCO,
3. Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO
4. A final reimbursement request has been paid by RCO.
5. Property rights (including RCO's as may apply) have been recorded (as may apply)

project cost – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

project end date – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

RCFB – Recreation and Conservation Funding Board

RCO – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

RCW – Revised Code of Washington

Recreational Trails Program (RTP) – A Federal Highways Administration grant program.

reimbursement – RCO's payment of funds to the Sponsor for eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

renovation project – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

research project – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

restoration project – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

restoration and enhancement project – A project intended to bring a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting (or exclusively benefit) fish stocks.

secondary Sponsor – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

Sponsor – A Sponsor is an organization that is listed in and has signed this Agreement.

Sponsor Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

SRFB – Salmon Recovery Funding Board

State. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of Washington state government.

subaward – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the PROJECT FUNDING Section.

subrecipient – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

tribal consultation – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

useful service life – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

WAC – Washington Administrative Code.

2. PERFORMANCE BY THE SPONSOR.

- a. The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.
- b. Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

3. ASSIGNMENT.

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO.

4. RESPONSIBILITY FOR PROJECT.

- a. While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.
- b. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.
- c. The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

5. INDEMNIFICATION.

- a. The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees,

contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- b. Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
- c. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.
- d. As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.
- e. Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.
- f. The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

- g. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

6. INDEPENDENT CAPACITY OF THE SPONSOR.

- a. The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.
- b. The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

7. CONFLICT OF INTEREST.

- a. Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.
- b. In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

8. COMPLIANCE WITH APPLICABLE LAW.

- a. In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:
 - i. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for

construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- ii. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- iii. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
 - Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- iv. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided:
(1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- b. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or

propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- c. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- d. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."
- e. Requirements for RTP Subawards.
 - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
 - ii. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

9. ARCHAEOLOGICAL AND CULTURAL RESOURCES RESPONSIBILITIES

RCO shall administratively review, and Sponsor shall assist RCO in such review, For all funded projects, including land acquisitions for the purpose of capital construction or renovation, not undergoing Section 106 review under the National Historic Preservation Act of 1966, RCO shall review and, if it deems appropriate, confer with the Washington State Department of Archeology and Historic Preservation, tribes, and with any other party/parties that have an interest in, or responsibility for, Project review and protection of archeological, cultural, and historical resources, to determine potential impacts to archeological, cultural and historic resources and plans for protection of such resources. The Sponsor shall cooperate in all such reviews.

1. Plans. Sponsor shall comply with all plans RCO or another state or federal agency may develop for the protection of archeological, cultural, and historical resources in the project area, and adjacent areas that may be impacted by the project. This subsection also applies to those projects where a categorical exclusion (subsection 5) may apply.

2. Authorities. At a minimum, review, management, and protection of archeological, cultural, and historic resources, and tribal consultation, shall be performed in the project area and adjacent areas impacted by the project for compliance with the following authorities (as may apply and as in effect at the time of the review):
 - i. Washington State Department of Archeology and Historic Preservation policies and procedures and rule,
 - ii. Sponsor, RCO, and landowners' plans, policies and procedures, directives, laws and rules,
 - iii. State Environmental Policy Act,
 - iv. National Environmental Policy Act,
 - v. National Historic Preservation Act of 1966,
 - vi. Governor's Executive Order 05-05,
3. Scope of Archeological, Cultural, and Historic Resources Review. RCO recognizes that the project area may include multiple parcels with multiple landowners, and additional parties with property rights in the project area. The Sponsor shall apply this section independently to each separately owned property, provided that reviews undertaken must include impacts to individual parcels and cumulative impacts.
4. Compliance. At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological, cultural, and historic resources in the project area, and adjacent areas that may be impacted by the project, and comply with any RCO direction for such avoidance, minimization, and mitigation, and reporting and notification thereof.
5. Categorical Exemption. If the Sponsor has reviewed the activities in this grant for impacts to archeological, cultural, and historical resources, and the same for any planned projects in any land acquired with this grant, and determined the project is categorically exempt from further archaeological, historical and cultural resources review, as well as tribal consultation, Sponsor shall notify the RCO in writing prior to beginning the project describing 1) the specific statutory or regulatory exemptions that apply, and 2) their applicability to the specific project. Alternatively, the RCO may determine the project is covered by a categorical exemption, in whole or in part, and notify the Sponsor of such determination.

However, any categorical exemption must meet the standards of and be consistent and allowable by ALL of the following:

1. the project area landowner(s) legal documents and governing documents (if applicable),
2. Sponsor's own policies and procedures and rules,
3. All applicable laws,
4. RCO applicable policies, manuals and/or other guidance, and
5. Washington Department of Archaeology and Historic Preservation's rules and policies.

Alternatively, the RCO may assign a categorical exemption to the project based on its own review.

Regardless of the applicability of any categorical exemption, the RCO reserves the right at any time to require Sponsor to comply with any and all of the provisions of this section.

6. Project Areas Reviewed by a Permitting Authority. For those project areas where a permitting authority for the project conducts an archeological, cultural, and historical resources review and tribal consultation under section 106 of the Historic Preservation Act, NEPA, SEPA, or Governor's Executive Order 05-05, such review and consultation shall substitute for the land owner's, provided that such substitution is allowed only if (a) the permitting authority and landowner are not the same, and (b) the RCO determines that the review and consultation performed by the permitting authority meets RCO standards. When a permitting authority conducts such reviews and tribal consultation, all other subsections herein shall still apply to the Sponsor(s).
7. Project Areas on Sponsor-Owned Property. Unless a categorical exemption applies as stated above, the Sponsor shall perform and be bound by the following:
 - a. Project Review. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, the Sponsor shall review the project for its potential and actual impacts, including any planned projects on lands acquired as part of the project, to any and all archaeological, cultural and historical resources in and adjacent to the project area, in areas where project mitigation shall occur, or other areas that may be affected by project implementation. In this review, Sponsor shall follow its policies and procedures, plans, guidance, rules, and directives, as well as act in compliance with Governor's Executive Order 05-05, the National Historic Preservation Act, the State Environmental Policy Act, the National Environmental Policy Act, and any local laws as may apply. If another governmental agency is responsible in whole or in part for this review the Sponsor shall assist with such review.
 - b. Tribal Consultation. For project areas not reviewed by a permitting authority (see above), prior to implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas where project mitigation shall occur, or any other areas that may be affected by project implementation, Sponsor shall conduct tribal consultation with any interested or affected tribes as defined above. .
 - c. Reporting to RCO and Approval of Project Activities. Sponsor shall provide RCO evidence (which RCO shall prescribe) that it has conducted project review and tribal consultation as described and receive written approval of such review and consultation from RCO prior to Sponsor implementing in the project area any ground disturbance, altering or demolishing structures or other property appurtenances, removing or altering vegetation, geologic elements, or waterways, or impacting wildlife, in and adjacent to the project area, areas

where project mitigation shall occur, or any other areas that may be affected by project implementation.

- d. **Changes to Project.** RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. **Termination.** RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. **Monitoring.** RCO may require on-site monitoring for impacts to archeology, cultural, and historic resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology, cultural, and historical resource impacts or concerns.
- g. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.
- h. **Discovery.** If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources until such time as the reviewing authority with jurisdiction over the found object(s) and areas notifies Sponsor and RCO that work can resume.
- i. **Human Remains.** If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with

the affected parties as to the future preservation, excavation, and disposition of the remains and the resumption of work.

8. Project Areas on State or Federal Property Not Owned By Sponsor.

Categorical Exemption. For project area(s) owned by a state or federal agency, and not under review via a permitting nexus (see above), the state or federal agency landowner performing archeological, cultural, and historic resources review and tribal consultation shall make the determination that the project, in whole or in part, is covered by a categorical exemption, and may notify and report such to the Sponsor, or to RCO on behalf of Sponsor.

Project Review and Tribal Consolation. If the project is not categorical exception to archeological, cultural, and historical resources review and tribal consultation, and the project area is located on property owned by the State of Washington or a federal agency, Sponsor shall:

- a. Follow its own policies and procedures, rules, and any applicable laws, for the review, protection, and management of archaeological, cultural, and historic resources, and tribal consultation and other consultations as may apply.
- b. Assist the land owner and other applicable agencies, and the RCO, with its/their review of archaeological, cultural and historic resources, and tribal consultation for the project area.
 - i. RCO may consult directly with the landowner to complete land owner project review and tribal consultation.
- c. Provide RCO evidence that the landowner has 1) conducted archeological, cultural and historic resources review and tribal consultation according to its policies and procedures and applicable laws, and 2) provided Sponsor with permission to begin project implementation in the project area owned by the state or federal agency.
- d. Changes to Project. RCO reserves the right to request Sponsor change its scope of work and project outcomes to avoid, mitigate, or minimize impacts to archeological, cultural, and historic resources.
- e. Termination. RCO retains the right at any time to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- f. Monitoring. RCO or the federal or state landowner may require on-site monitoring for impacts to archeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns.
- g. Inadvertent Discovery Plan. The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan (IDP), and keep the IDP at the project site, make the IDP readily available to anyone working at the project site, discuss the IDP with staff and contractors

working at the project site, and Implement the IDP when cultural resources or human remains are found at the project site.

- h. Discovery. If any archeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify the property owner, RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.

- i. Human Remains. If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the RCO provides a new notice to proceed on the project. Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP). The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

- 9. Costs. Costs associated with Sponsor's responsibilities under this section of the Agreement are eligible for reimbursement under this Agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.

10. RECORDS.

- a. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- b. Maintenance and Retention. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records

shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200.333, for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- d. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- e. Public Records. Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

11. PROJECT FUNDING.

- a. Authority. This Agreement and funding is made available to Sponsor through the RCO.
- b. Additional Amounts. The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- c. Before the Agreement. No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

- d. Requirements for Federal Subawards. Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- e. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

12. PROJECT REIMBURSEMENTS.

- a. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- b. Reimbursement Request Frequency. The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- c. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- d. Conditions for Payment of Retainage. RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
 - i. RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
 - ii. On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
 - iii. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

- iv. A Notice of Grant for any property rights acquired or donated (if applicable) have been filed with the county lands records office (or United State Government) and a stamped copy received by RCO, and any property rights owned to RCO have been likewise recorded.
- e. Requirements for Federal Subawards: Match. The Sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
 - i. Are verifiable from the non-Federal entity's (Sponsor's) records;
 - ii. Are not included as contributions for any other Federal award;
 - iii. Are necessary and reasonable for accomplishment of project or program objectives;
 - iv. Are allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles (2013);
 - v. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - vi. Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
 - vii. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.
- f. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
 - i. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
 - ii. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 - iii. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 - iv. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

13. ADVANCE PAYMENTS.

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

14. RECOVERY OF PAYMENTS.

- a. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- b. Return of Overpayments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- c. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

15. COVENANT AGAINST CONTINGENT FEES.

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

16. INCOME (AND FEES) AND USE OF INCOME.

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

Income.

- a. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).
- b. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

- c. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- d. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
 - i. The Sponsor's matching resources;
 - ii. The project's total cost;
 - iii. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
 - iv. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
 - v. Capital expenses for similar acquisition and/or development and renovation; and/or
 - vi. Other purposes explicitly approved by RCO.
- e. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
 - i. Grant program laws, rules, and applicable manuals;
 - ii. Value of any service(s) furnished;
 - iii. Value of any opportunities furnished; and
 - iv. Prevailing range of public fees in the state for the activity involved.
- f. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

17. PROCUREMENT REQUIREMENTS.

- a. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
 - i. Publish a notice to the public requesting bids/proposals for the project;
 - ii. Specify in the notice the date for submittal of bids/proposals;
 - iii. Specify in the notice the general procedure and criteria for selection; and
 - iv. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
 - v. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer. Alternatively, Sponsor may choose a bid from a bidding

cooperative if authorized to do so. This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

b. Requirements for Federal Subawards.

- i. For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R § 200.318 General procurement standards through 200.326 Contract Provisions (2013).
- ii. For RTP subawards, Sponsors shall follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)).

18. TREATMENT OF EQUIPMENT AND ASSETS.

- a. Equipment shall be used and managed only for the purpose of this Agreement , unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.
- b. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- c. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.
- d. Requirements for Federal Subawards. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
 - i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - ii. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - iv. Adequate maintenance procedures must be developed to keep the property in good condition.

- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- e. Requirements for RTP Subawards.
 - i. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.

19. RIGHT OF INSPECTION.

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

20. STEWARDSHIP AND MONITORING.

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

21. PREFERENCES FOR RESIDENTS.

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents, but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

22. ACKNOWLEDGMENT AND SIGNS.

- a. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- b. Signs.
 - i. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and

- ii. During the period of long-term obligations, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- c. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.
- d. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:
 - i. The fund source;
 - ii. The percentage of the total costs of the project that is financed with federal money;
 - iii. The dollar amount of federal funds for the project; and
 - iv. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS.

- a. The following provisions shall be in force:
 - i. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
 - ii. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
- b. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.

- c. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- d. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include “Integrated Streambank Protection Guidelines”, 2002; “Land Use Planning for Salmon, Steelhead and Trout: A land use planner’s guide to salmonid habitat protection and recovery”, 2009”, “Protecting Nearshore Habitat and Functions in Puget Sound”, 2010; “Stream Habitat Restoration Guidelines”, 2012; “Water Crossing Design Guidelines”, 2013; and “Marine Shoreline Design Guidelines”, 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in “Reducing Accidental Introductions of Invasive Species” which is available on the WISC Web site.
- e. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

24. PROVISIONS APPLYING TO ACQUISITION PROJECTS.

- a. The following provisions shall be in force:
 - i. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to all applicable manuals and RCWs or WACs.
 - ii. **Evidence of Title.** The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
 - iii. **Legal Description of Real Property Rights Acquired.** The legal description of any real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.
 - iv. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document (provided or approved by RCO) conveying certain rights and responsibilities to RCO or the Funding Entity on behalf of the State of Washington or another agency of the

- state, or federal agency, or other organization. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
- v. Deed of Right. The Deed of Right as described in RCO Manual #3 conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.
 - vi. Assignment of Rights. The Assignment of Rights as described in RCO Manual #3 document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 - vii. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
 - viii. Real Property Acquisition and Relocation Assistance. In the event that housing and relocation costs and procedures are required by local, state, tribal, or federal law, or rule; the Sponsor agrees to provide such housing and relocation assistance as a condition of the Agreement and receiving grant funds.
- b. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with COMPLIANCE WITH APPLICABLE LAW SECTION, Archeological and Cultural Resources paragraph.
- c. Hazardous Substances.
- i. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
 - ii. No hazardous substances were found on the site, or
 - iii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 - iv. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 - v. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss

of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The Funding Entity and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

- d. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports the federal funding agency, through RCO, at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).
- e. Developing and Restoring Purchased Property. If the Sponsor intends to develop or restore the property acquired it shall do so within the timeline and deadline provided by the funding program or board policies that apply to the grant funded project, or as provided for in this Agreement.

25. LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS.

- a. Long-Term Obligations. This section applies to completed projects only.
- b. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- c. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.

- i. For acquisition projects that are expressly term-limited in the Agreement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement and incorporated documents, WACs, or any applicable state or federal law or regulation.
- ii. When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

26. CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.

- a. The following provisions shall be in force for this agreement:
 - i. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
 - a. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
 - b. In a reasonably safe condition for the project's intended use;
 - c. Throughout its estimated useful service life so as to prevent undue deterioration;
 - d. In compliance with all federal and state nondiscrimination laws, regulations and policies.
 - ii. Open to the public. Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
 - a. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
 - b. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 - c. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

27. RECORDED NOTICE OF GRANT.

At the request of RCO, another state agency, or a federal agency, Sponsor shall record a notice of grant on property subject to this Agreement and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to provide constructive notice of the grant and project and to ensure that the present and future use of the project area is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

28. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS.

- a. A corporate Sponsor, including any nonprofit Sponsor, shall:
 - i. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the Sponsor's obligation to the project as identified in the Agreement.
 - ii. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor's obligation to the qualified successor if requirements are met.
 - iii. Maintain sites or facilities open to the public and may not limit access to members.

29. PROVISIONS FOR FEDERAL SUBAWARDS.

The following provisions shall be in force for this agreement:

- a. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- b. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- c. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319,

12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, paragraph C.

- d. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- e. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- f. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION.

- g. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- h. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- i. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION and the Regional Office of the Environmental Protection Agency (EPA).
- j. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying

with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

- k. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- l. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- m. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- n. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS.

Use of Sport Fish Restoration Logo. Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service's Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS.

The following provisions shall be in force for this agreement:

- a. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- b. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- c. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement.
- d. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.
- e. **Government Agencies.** The requirement of Subsection a through d above shall not apply if the Sponsor is a federal, state, or municipal government which has established an adequate program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy to the RCO.
- f. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does undertake to review, approve, or monitor the safety of the design, construction, or operation of the project and does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer as a result of the project which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS.

This project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), therefore the "Land and Water Conservation Fund General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

33. PROVISIONS FOR FARMLAND AND FORESTLAND PRESERVATION PROJECTS.

The following sections of this Agreement shall not apply if they are included and covered separately in a recorded RCO-approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

- a. Income and Income Use; Stewardship and Monitoring; Acknowledgement and Signs; Provisions Applying To Acquisition Projects: Conveyance of Rights to the State of Washington, Building and Structures, and Hazardous Substances; Long-Term Obligations of the Projects and Sponsors: Perpetuity; and Construction, Operation, Use and Maintenance of Assisted Projects.

34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS.

The following provisions shall be in force for this Agreement if the project is funded in part or wholly from the Puget Sound Acquisition and Restoration program. The Sponsor agrees to the following terms and conditions:

- a. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency's General Terms and Conditions "Indirect Cost Rate Agreements," if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.
- b. Credit and Acknowledgement. In addition to the ACKNOWLEDGEMENT AND SIGNS section, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- c. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.

- d. **Drug Free Workplace Certification.** Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.
- e. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- f. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement: “You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.” The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term. The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.
- g. **Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities. The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor

affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- h. **Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.
- i. **Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- j. **Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.
These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows: Purchased Goods 8% MBE 4% WBE; Purchased Services 10% MBE 4% WBE; Professional Services 10% MBE 4% WBE. Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
 - i. Include qualified minority and women's businesses on solicitation lists.
 - ii. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 - iii. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 - iv. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 - v. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- k. **MBE/WBE Reporting.** In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 - l. There are any funds budgeted in the contractual/services, equipment or construction lines of the award; and/or \$3,000 or more is included for supplies; or there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items

(a) and (b). When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first. The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form. MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators also can answer any questions. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- m. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained.
- n. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- o. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- p. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- q. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.
- r. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

- s. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.
- t. Lobbying & Litigation. By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 - I. Certification Regarding Lobbying, EPA Form 6600-06:
http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 - II. Disclosure of Lobbying Activities, SF LLL:
http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf
- u. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.
- v. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices). Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information. As of January 1, 2020, the limit is \$654.71 per day \$81.83 per hour.
- w. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.
- x. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency's Office of International and Tribal Affairs (OITA) BEFORE

travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

- y. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

- z. Light Refreshments And/Or Meals.

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- 1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- 2) A description of the purpose, agenda, location, length and timing for the event; and,
- 3) An estimated number of participants in the event and a description of their roles.

Cost for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

- aa. State grant cybersecurity.

- (a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
- (b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.
- (2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the AGecy using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

36. ORDER OF PRECEDENCE.

- a. This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- i. Federal law and binding executive orders;

- ii. Code of federal regulations;
- iii. Terms and conditions of a grant award to the state from the federal government;
- iv. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- v. State Constitution, RCW, and WAC;
- vi. Agreement Terms and Conditions and Applicable Manuals
- vii. Applicable deed restrictions, and/or governing documents.

37. LIMITATION OF AUTHORITY.

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

38. WAIVER OF DEFAULT.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

40. SPECIFIC PERFORMANCE.

RCO may enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

41. TERMINATION AND SUSPENSION.

- a. The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.
- b. For Cause.

- i. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
 - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
 - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
 - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
 - d. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
 - ii. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- c. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
- i. The Sponsor was not in default; or
 - ii. Failure to perform was outside Sponsor's control, fault or negligence.
- d. Rights of Remedies of the RCO.
- i. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
 - ii. In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
 - iii. Non-Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation

- is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
- iv. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
 - v. **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

42. DISPUTE HEARING.

- a. Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
 - i. The disputed issues;
 - ii. The relative positions of the parties;
 - iii. The Sponsor's name, address, project title, and the assigned project number.
- b. In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.
- c. Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.
- d. The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

- e. Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.
- f. All costs associated with the implementation of this process shall be shared equally by the parties.

43. ATTORNEYS' FEES.

In the event of litigation or other action brought to enforce the terms of this Agreement each party agrees to bear its own attorney fees and costs.

44. GOVERNING LAW/VENUE.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

45. SEVERABILITY.

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

46. END OF AGREEMENT.

This is the end of the agreement.

RESOLUTION R-5437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE JUANITA CREEK CULVERT REPLACEMENT AT 137TH PL - RCO FISH PASSAGE GRANT APPLICATION.

WHEREAS, the City of Kirkland wishes to apply for the RCO PRISM Fish Passage Barrier Removal Grant Application for Project No. 20-1615 REST, under Project Name: JUANITA CREEK CULVERT REPLACEMENT AT 137TH PL KIRK; and

WHEREAS, this resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office); and

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above.

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

Section 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

Section 2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Rachel Konrady – Surface Water Planner
Project contact (day-to-day administering of the grant and communicating with the RCO)	Patrick Herbig – Project Engineer
RCO Grant Agreement (Agreement)	Tracey Dunlap – Deputy City Manager
Agreement amendments	Tracey Dunlap – Deputy City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that	Tracey Dunlap – Deputy City Manager

are typical recorded on the property with the county.	
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The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

Section 3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>.

We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

Section 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

Section 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Section 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

Section 7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

82 Section 9. Our organization acknowledges that if it receives
83 grant funds managed by the Office, the Office will pay us on only
84 a reimbursement basis. We understand reimbursement basis
85 means that we will only request payment from the Office after we
86 incur grant eligible and allowable costs and pay them. The Office
87 may also determine an amount of retainage and hold that amount
88 until all project deliverables, grant reports, or other responsibilities
89 are complete.

90
91 Section 10. [for Development, Renovation, Enhancement,
92 and Restoration Projects Only-If our organization owns the
93 project property] Our organization acknowledges that any
94 property owned by our organization that is developed, renovated,
95 enhanced, or restored with grant assistance must be dedicated
96 for the purpose of the grant in perpetuity unless otherwise allowed
97 by grant program policy, or Office in writing and per the
98 Agreement or an amendment thereto.

99
100 Section 11. [for Development, Renovation, Enhancement,
101 and Restoration Projects Only-If your organization DOES NOT
102 own the property] Our organization acknowledges that any
103 property not owned by our organization that is developed,
104 renovated, enhanced, or restored with grant assistance must be
105 dedicated for the purpose of the grant as required by grant
106 program policies unless otherwise provided for per the Agreement
107 or an amendment thereto.

108
109 Section 12. [Only for Projects located in Water Resources
110 Inventory Areas 1-19 that are applying for funds from the Critical
111 Habitat, Natural Areas, State Lands Restoration and
112 Enhancement, Riparian Protection, or Urban Wildlife Habitat grant
113 categories; Aquatic Lands Enhancement Account; or the Puget
114 Sound Acquisition and Restoration program, or a Salmon Recovery
115 Funding Board approved grant] Our organization certifies the
116 following: the Project does not conflict with the Puget Sound
117 Action Agenda developed by the Puget Sound Partnership under
118 RCW 90.71.310.

119
120 Section 13. This resolution/authorization is deemed to be
121 part of the formal grant application to the Office.

122
123 Section 14. Our organization warrants and certifies that
124 this resolution/authorization was properly and lawfully adopted
125 following the requirements of our organization and applicable laws
126 and policies and that our organization has full legal authority to
127 commit our organization to the warranties, certifications, promises
128 and obligations set forth herein.

129 Passed by majority vote of the Kirkland City Council in open
130 meeting this ____ day of _____, 2020.

131
132 Signed in authentication thereof this ____ day of
133 _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
Leslie R. Miller, Deputy Director

Date: July 10, 2020

Subject: RESOLUTION OF INTENT TO CONTINUE TO PARTICIPATE AS A JOINT AGREEMENT CITY WITHIN THE KING COUNTY CDBG/HOME CONSORTIUM FOR 2021-2023

RECOMMENDATION:

That the City Council approves the resolution to remain in the King County Community Development Block Grant (CDBG) and HOME (Home Investment Partnership Program) Consortium as a Joint Agreement City from 2021 through 2023.

By taking action on this memo during approval of the consent agenda, the City Council is approving the resolution.

BACKGROUND DISCUSSION:

The City of Kirkland has participated in the King County Urban Consortium as a Joint Agreement City since 2015. The City has the option to change its relationship with the Consortium every three years. As a Joint Agreement City, the City and the County each receive some of the CDBG funds attributable to the City, with each having different responsibilities for program administration. The County retains half of the planning and administration allocation to provide contract oversight and satisfy federal administrative requirements. The City receives the other half of the planning and administration allocation, which is used to pay for staff to provide the necessary program support. The City will also receive a portion of the human services and capital CDBG funds to allocate to eligible projects that are selected by the City.

Key aspects of the Joint Agreement include:

- County-administered activities (through the Consortium):
 - **King County is the official grantee and will have primary responsibility to HUD**, with Kirkland in effect serving as a subcontractor.

- **The King County Consortium Consolidated Housing and Community Development Plan (“Consolidated Plan”)** will guide the investment of CDBG funds and is a requirement of HUD. King County prepares the Consolidated Plan on behalf of and with the assistance of Consortium members and will update it periodically to ensure continued eligibility.
- **Home Repair Program.** Kirkland homeowners with low and moderate income can apply for grants or loans to repair their homes.
- **Housing Stability Program.** Kirkland residents with low and moderate income who are at risk for homelessness, eviction or foreclosure may be eligible for emergency grants to help them remain in their homes.

HUD grant compliance for these CDBG programs is administratively challenging and requires expertise. Having King County administer the grants as a Joint Agreement City relieves the City of this responsibility and liability. The agreement also allows the money to be distributed much more efficiently by King County than if Kirkland had to create individual home repair and stability programs.

➤ City and County shared administered activities:

- **Capital Funding.** The City Council will determine how capital funds will be allocated (subject to CDBG requirements and consistent with the Consortium’s Consolidated Plan). King County will administer capital contracts (up to two capital projects per year, not including those projects funded with CDBG funds from other sources).

Capital funds can be directed to one or more of the following activities:

- ✓ **Allocate capital funding to ARCH** to be used for affordable housing projects;
- ✓ **Fund non-profit organizations** to acquire, construct and/or rehabilitate human service facilities or housing which serves our low and moderate-income residents;
- ✓ **Fund City of Kirkland projects** for public infrastructure and park projects which serve low and moderate-income neighborhoods.

➤ City-administered activities:

- **Human Services Funding.** The City Council will determine how human services funds will be allocated (subject to CDBG requirements and consistent with the Consortium’s Consolidated Plan). Non-profit organizations serving Kirkland residents can apply for funds for human service programs which serve low and moderate-income residents. Kirkland will administer all human services contracts. An application process will be incorporated into the City’s bi-annual Human Services Grant Program, with review by the Council-appointed Human Services Commission.

Below is a chart with estimated 2021 CDBG funding under the Joint Agreement:

<i>Activity</i>	<i>Estimated 2021 Allocation</i>
Housing Repair <i>(Kirkland portion of Consortium total)</i>	\$97,327
Housing Stability <i>(Kirkland portion of Consortium total)</i>	\$19,465
Capital Activity Delivery <i>(Kirkland portion of Consortium total)</i>	\$7,786
Planning and Administration – County Share	\$38,931
Subtotal – Funds Remaining w/ Consortium:	\$163,509
Planning and Administration – Kirkland Share	\$38,931
Human Services – Kirkland to Distribute	\$38,931
Capital Projects – Kirkland to Direct Distribution	\$147,936
Subtotal – Funds Allocated to Kirkland:	\$225,798
Total	\$389,307

Home Investment Partnerships Program (HOME)

The Home Investment Partnerships Program (HOME) provides HUD grants that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

HOME funds are administered by King County in cooperation with the King County CDBG/HOME Consortium member cities.

Attachments:

Attachment A 2015-2017 Interlocal – CDBG

Attachment B 2015-2017 Interlocal - HOME

RESOLUTION R-5438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND INTENDING TO CONTINUE TO PARTICIPATE AS A JOINT AGREEMENT CITY UNDER THE KING COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) CONSORTIUM.

1 WHEREAS, the City of Kirkland has participated as a Joint
2 Agreement City in the King County CDBG/HOME Consortium, governed
3 by Interlocal Agreements since 2015; and
4

5 WHEREAS, participating as a Joint Agreement City allows the
6 City of Kirkland to receive funds in support of programs and projects
7 that directly benefit our community, including but not limited to home
8 repair, affordable housing, community facilities, public infrastructure,
9 and human services; and
10

11 WHEREAS, King County requires that the City of Kirkland inform
12 the County and HUD by July 25, 2020 if it wants to discontinue
13 participating in the Consortium as a Joint Agreement City of January 1,
14 2021.
15

16 NOW, THEREFORE, be it resolved by the City Council of the City
17 of Kirkland as follows:
18

19 Section 1. The City Council supports the City of Kirkland
20 continuing to participate in the King County Consortium under a joint
21 agreement and authorizes the City Manager to sign the Interlocal
22 Cooperation Agreement.
23

24 Passed by majority vote of the Kirkland City Council in open
25 meeting on the _____ day of _____, 2020.
26

27 Signed in authentication thereof this _____ day
28 of _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

Addendum B: 2015-17 HOME

**JOINT INTERLOCAL AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the "County") and the City of Kirkland, (hereinafter the "City") said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the "Act"), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as "CDBG", for expenditure during the **2015, 2016 and 2017** funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development ("HUD"), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, upon HUD approval of the joint request and cooperation agreement, a metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification, and for the CDBG program, will be treated by HUD as any other unit of general local government that is a part of the urban county; and

WHEREAS, a metropolitan city or an urban county may be part of a consortium; and

WHEREAS, the County and the City agree that it is mutually desirable and beneficial to form a consortium that includes other participating jurisdictions ("Consortium") to implement the terms of this Interlocal Agreement; and

WHEREAS, the CDBG Regulations require the acceptance of the consolidated housing and community development plan ("Consolidated Plan") by participating jurisdictions; and

WHEREAS, the County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program," and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, for purposes of the Emergency Solutions Grant Program, hereinafter referred to as “ESG”, and to cooperate in undertaking ESG activities; and

WHEREAS, the County shall undertake CDBG, ESG and HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, the County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, the County and the City are committed to targeting CDBG, ESG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, the County and the City recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, the County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Joint Interlocal Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chapter 39.34, is for planning the distribution and administration of CDBG, ESG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2015, 2016 and 2017 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes.

II. DEFINITIONS

- A. “JRC” means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.
- B. “CDBG Consortium Partners” means jurisdictions that are official HUD-recognized participants in the CDBG Consortium through a signed Interlocal Agreement.
- C. “Consolidated Plan” is the King County Consortium Consolidated Housing and Community Development Plan, a HUD-required plan that identifies needs and contains a strategic plan to guide the investment of HUD CDBG, HOME and ESG funds for a multi-year period not to exceed five years.
- D. “Entitlement amount” means the amount of funds that a metropolitan city is entitled to receive under the Entitlement Grant Program as determined by formula set forth in Section 106 of the Act.
- E. “Program income” means gross income received by the City directly generated from the use of City CDBG funds which includes income from the Housing Repair Program projects within the City and a pro rata share of net income generated from float loan activity. Pro rata calculations will use the amount in II (B).
- F. “Recaptured funds” means a fund balance that remains at the close of a project activity, cancellation of an awarded project or a repayment of funds that is required due to determination of ineligible activity by HUD, change of use from original grant award or sale of property.
- G. “New stand-alone capital project” means a project that requires the establishment of a new HUD Integrated Disbursement & Information System (“IDIS”) activity number as opposed to an existing project where supplemental funding is being added.
- H. “Stand-alone public service project” means a project that has not been funded by the sub-regional process utilized by those non-entitlement consortium cities signing the King County Consortium Interlocal Cooperation Agreement for the Community Development Block Grant Program in the applicable program year. A City’s stand-alone public service project may consist of more than one contract with more than one agency, as long as only one HUD IDIS activity number is required for the project activity, and the City submits all information, reports and invoices to the County as one project activity.
- I. “Joint Agreement Cities” means CDBG entitlement cities that choose to participate in the King County CDBG Consortium for administration of CDBG funds as a party to this Agreement.

III. GENERAL DISTRIBUTION OF FUNDS

The distribution of CDBG funds between the County and the City, as a participant in the King County urban county consortium as a Joint Agreement partner, shall be governed by the provisions below.

- A. Each year the County will retain, for all of the administration, planning and fund management responsibilities of the County, an amount of the Administration and Planning set-aside of the City's CDBG entitlement equal to fifty (50) percent of the maximum amount allowable by HUD for Administration and Planning. The remaining fifty (50) percent of the maximum amount allowable by HUD for Administration and Planning will be allocated by the City and may be used to plan and administer the City's CDBG projects in accordance with this Agreement. The maximum amount currently allowed by HUD for the Administration and Planning set-aside is twenty (20) percent of the City's CDBG entitlement plus twenty (20) percent of program income. If the current maximum allowable percentage for Administration and Planning is changed for the CDBG Program at the federal level, the City and County may negotiate to change the percentage of funds retained for administration, planning and fund management.
- B. The County will retain an amount equal to two (2) percent of the City's CDBG entitlement plus two (2) percent of program income each year for eligible project management related costs for the implementation of capital projects funded by the City. This amount may not be adequate to cover a subsequent capital project after recapture of funds from a previous project, and will be negotiated between the City and the County, based on the circumstances.
- C. The Human Services Set-aside shall be the maximum allowable by HUD for human services [currently fifteen (15) percent of the funds available from the City's CDBG entitlement plus fifteen (15) percent of program income]. Five (5) percent of the Human Services Set-aside shall be retained for Consortium-wide public services addressing homelessness, as determined by the CDBG Consortium partners and stakeholders pursuant to the current Consortium Consolidated Plan. The remaining ten (10) percent will be available for public services as allocated by the City in accordance with this Agreement.
- D. Twenty (20) percent of the funds available from the City's CDBG entitlement plus twenty (20) percent of program income shall be retained for the Consortium-wide Housing Repair program. The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or in the need for housing repair that justifies an increase or decrease. The remaining capital funds will be allocated by the City in accordance with this Agreement.
- E. The balance of the City's entitlement and any remaining program income and recaptured funds from city-funded projects, may be allocated to projects selected by the City, provided they are consistent with the provisions of Section IV below.
- F. The CDBG Consortium Partners may propose King County Consortium CDBG, ESG and HOME Guidelines, for approval by the JRC, to guide the Consortium regarding details of program implementation, including, but not limited to, funding guidelines, frequency of application processes, Consortium procedures and goals for geographic equity in the distribution of funds over time.

IV. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds shall be used to support the goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan.
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, ESG regulations at 24 CFR Part 576, HOME Program regulations at 24 CFR Part 92, and all other applicable federal regulations.
- C. The City agrees to a maximum of two new stand-alone capital projects per year with a maximum of one project that may trigger Davis Bacon labor standards annually. Capital funds not used for these stand alone capital projects may be allocated to sub-regional projects by the City unless returned by City to the sub-regional fund. The City may be allowed to do one additional stand-alone capital project in a given year, if there is a compelling reason, and the City secures agreement from another Joint Agreement City that is only doing one project in the applicable year, to loan the City their capacity for a second project.
- D. Public Service funds. The City agrees to a maximum of four stand-alone public service projects, which each require only one HUD IDIS activity number per project each year. The City may have as many contracts with agencies as desired for each project activity. Funds contributed to a sub-regional public service project would not count as part of the four stand-alone projects in this Agreement.
- E. No project funding minimum is established in this Agreement. Project minimums that may be established by the JRC for the CDBG Consortium sub-regional funding shall not be binding on the Joint Agreement cities.
- F. Section 108 Loans. The City may participate in Section 108 Loan activity of the Regular CDBG Consortium, and may initiate a request for the CDBG Consortium to consider a Section 108 Loan of an amount larger than six times 60 percent of the City's entitlement amount, but within the limits of JRC adopted CDBG Guidelines, if the City participates in all other Section 108 Loans of the Regular CDBG Consortium and pays an equitable percentage of any Section 108 Loans that require repayment with CDBG funds. The Section 108 Loan request must be reviewed and approved by the JRC.

If the City does not elect to participate with the Regular CDBG Consortium in Section 108 Loans, then the City may approach the County to consider a Section 108 Loan of the limited amount of six times 60 percent of the City's entitlement amount, with any potential loan repayment to be exclusively the responsibility of the City, and with the workload required to execute the Section 108 Loan to be negotiated between the City and the County on a per loan basis.

V. JOINT RECOMMENDATIONS COMMITTEE

An inter-jurisdictional Joint Recommendations Committee ("JRC") was established through the 2009 – 2011 CDBG Consortium Interlocal Cooperation Agreement and through King County Code 24.13, and is hereby adopted as part of this Agreement.

- A. **Composition**—The JRC for the CDBG, ESG and HOME Consortium is composed of three county representatives and eight cities representatives.
1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.
 2. Four of the cities representatives shall be from those non-entitlement consortium cities signing the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program, two from each sub-region.
 3. The remaining four cities representatives shall be from cities that qualify to receive CDBG or entitlement funds directly from HUD that are signing either a Joint Agreement or HOME Program Agreement. These latter four representatives shall have no vote on matters specific to the jurisdictions of the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program.
 4. Two of the eight cities representatives shall be rotated among the CDBG Joint Agreement Cities. The two representatives will vote on issues affecting Joint Agreement Cities that are specific to this Agreement.
 5. For the two Joint Agreement City rotating positions, the Joint Agreement Cities will notify the County by the end of the second week in February of each year, who the two Joint Agreement City representatives will be for that year.
 6. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members of the entire body of eleven members of the JRC for the CDBG/HOME Consortium shall constitute a quorum for voting matters in which all members of the JRC are eligible to vote. For voting items of the Regular CDBG Consortium, in which only seven members identified in sub-sections 1 and 2 of this section may vote, four members shall constitute a quorum, made up of two King County representatives and two city representatives.
- B. The King County Executive shall appoint the three county representatives. The participating cities of the King County Consortium Interlocal Cooperation Agreement shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Sound Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Sound Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this Agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons

who report directly to the chief administrative officer, who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

C. Powers and Duties—The JRC shall be empowered to:

1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG, ESG and HOME Programs, including but not limited to the Consolidated Plan and related plans and policies.
2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds, ESG funds and HOME Program funds, including the Administrative Set-aside.
3. Monitor and ensure that for all geographic areas and participating jurisdictions that benefit from CDBG, ESG and HOME Program funded activities over time, so far as is feasible considering eligible applications submitted within the goals, objectives and strategies of the Consolidated Plan: 1) there is equity in distribution of funds pursuant to proportion of the region's low to moderate-income population; and, 2) equity is achieved over time pursuant to Consortium Guidelines adopted by the JRC.

D. Advisory Committees to JRC — In fulfilling its duty to review and recommend projects and programs to be undertaken with CDBG, ESG and HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

VI. RESPONSIBILITIES AND POWERS OF KING COUNTY

- A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG, ESG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG, ESG and HOME Programs, including final responsibility for selecting and executing activities, ensuring compliance with federal requirements and submitting to HUD the Consolidated Plan, Annual Action Plan, and related plans. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

The County will bear responsibility for:

1. the HUD-related portions of program planning
 2. preparing and submitting the Annual Action Plan and application to HUD preparing and submitting amendments to the Annual Action Plan
 3. setting up the projects in the HUD IDIS system
 4. preparing and submitting all other HUD-required planning documents (Consolidated Plan and any amendments; the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan; the Homeless Continuum of Care Plan and the Homeless Management Information System; the Lead Paint Hazard Reduction Plan; etc.)
 5. working with Regular CDBG Consortium members and Joint Agreement Consortium members to develop common guidelines, operating procedures and/or best practices that will help clarify consortium processes and facilitate coordination and strong working relationships.
- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
- C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG, ESG and HOME Program Administrative Set-asides and appropriation of all CDBG, ESG and HOME Program funds.
- D. The King County Executive, as administrator of the CDBG, ESG and HOME Program, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the Urban County Consortium. County Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties.

- G. King County Executive staff shall have the authority and responsibility to communicate and consult with the Joint Agreement City on CDBG, ESG and HOME Program policy and program matters in a timely manner.
- H. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG, ESG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
- I. King County Executive staff shall administer contracts and provide technical assistance and monitoring, both in the development of viable CDBG, ESG and HOME Program proposals and in complying with CDBG, ESG and HOME Program contractual requirements.
- J. King County Executive staff shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment of whether preparation of an environmental impact statement is required. Additional environmental review costs may be charged directly to individual project activity and will be addressed in the proposed project application.
- K. King County Executive staff shall implement City funded capital projects, except City administered projects as noted below.
- L. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds is disposed of or used in accordance with federal regulations.

VII. RESPONSIBILITIES OF THE CITY

- A. The City shall cooperate in the development of the Consolidated Plan and related plans.
- B. The City shall assign a staff person to be the primary contact for the County on CDBG, ESG and HOME Program issues. The assigned CDBG, ESG and HOME Program contact person is responsible for communicating relevant information to others at the city.
- C. The City will bear all responsibility for local annual program planning, using financial projections that will be provided by the County.

The City will ensure:

- 1. that all selected projects (1) are an eligible activity, (2) meet a national objective, and (3) are consistent with the goals, objectives and strategies of the King County Consortium Consolidated Housing and Community Development Plan and all applicable JRC Guidelines and Policies,
- 2. that the public participation requirements are met and documented and will provide certification of such to the County,

3. that all requested information by the County will be submitted in a timely manner that allows the County enough time to meet HUD timelines, and
 4. that the need for amendments to the annual Action Plan will be minimized, and the City will observe deadlines for submitting Action Plan materials pursuant to the CDBG Consortium's adopted guidelines.
- D. The Joint Agreement city and/or their funded agencies owning community facilities or other real property acquired or improved in whole or in part with CDBG funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
1. During the period of the use restriction, the City shall notify County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.
 2. During the period of the use restriction, if the City property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the applicable regulations, the City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG funds).
 3. The City will inform any agency awarded capital funding of the requirement for security documents to be recorded for each capital project activity in accordance with execution of a contract between the awarded agency and the County, and will inform the agency that the County will incorporate the security requirement into the contracting process.
- E. City staff shall implement CDBG-funded projects within the program year and submit both vouchers and required reports to the County in a complete and timely manner. Prior to the first and last payment on capital projects exclusive of Housing Repair, acquisition and Community Based Development Organization projects, pre-approval must be received from County staff that federal labor requirements have been met.
- F. City legislative bodies shall approve or disapprove via motion or resolution all CDBG activities, locations, and allocations submitted by Joint Agreement City staff.
- G. The City will be responsible for subcontracting with third parties for services provided by a Community Based Development Organization for employee development services; and for public service and city managed projects, except for labor standards and relocation where responsibility will be shared with the County (see below). If federal requirements have an unforeseen budget implication (for example, if the City has not foreseen the need for relocation) the City will be responsible for the increased budget.

- H. The City shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described below.
- I. The City certifies that it has adopted and is enforcing:
 - 1. a policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. a policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- J. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions not limited to: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.
- K. The City understands that it may not apply for CDBG grant entitlement funds from HUD for the period of participation in this Agreement.
- L. The City in its participation in the CDBG urban county consortium through this Interlocal Agreement understands that it is also part of the Urban County for the HOME Program and that it may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation; and also understands that the city is part of the urban county for the ESG Program and may only receive a formula allocation for ESG through the urban county consortium.
- M. When undertaking activities and/or projects with CDBG funds distributed under this Agreement, the City shall retain full civil and criminal liability as though these funds were locally generated.
- N. The City retains responsibility in fulfilling the requirements of the State Environmental Policy Act under which County shall have review responsibility only.

VIII. SHARED RESPONSIBILITY

- A. Federal Labor Standards:
 - 1. The County will determine appropriate wage rates for inclusion in the construction bids and contracts, and hold preconstruction conferences with contractors, which City staff will also be required to attend.
 - 2. The County will be responsible for reviewing and approving weekly certified contractor payrolls (wage rates, benefits, proper apprentice-journey ratios, etc.). The County will complete a review of initial payrolls

submitted to County staff within 10 working business days of receipt from the contractor or the City before payment will be made by the contracting agency.

3. The County will enforce contractor compliance with federal labor standards if the City waits to pay first and last construction draws until after the County approves the certified payrolls. If the City pays before the County approves, the City will be responsible for any compliance problems.
4. The County will be responsible for submitting information for the semi-annual contractor/subcontractor report and the Section 3 report to HUD.
5. The County will provide technical assistance to identify Davis-Bacon issues during the application process.
6. The County will handle non-compliance issues provided the above requirements are met.

B. Uniform Relocation Act/Barney Frank:

1. The City is responsible for identifying proposed projects that may trigger relocation and replacement housing requirements, and for budgeting sufficient funds in the project up front to address these issues.
2. The County will provide advice and technical assistance if consulted ahead of time and will handle any necessary relocation processes.
3. The City and/or funded agency will be responsible for any unforeseen relocation costs. Any unresolved relocation cost will be charged against the City's grant amount after due diligence is completed in collecting payment of funds from the funded agency.

C. Financial/Fund Management:

The County will be responsible for contracting with HUD for the grant funds; recording and tracking loan repayments and other program income; determining funds available under the caps; setting up and drawing down from IDIS; paying vouchers submitted by the city; doing budget revisions upon amendment; reconciling balances, program income, and funds available for carry over or reallocation at year's end; tracking overall expenditure rate; financial reporting to HUD, etc.

D. Reporting:

1. The City will report accomplishments to the County on each of their public service and stand alone projects.
2. The County will prepare all required reports to HUD, including, but not limited to: Consolidated Housing and Community Development Plan, Action Plan, Consolidated Annual Performance and Evaluation Report ("CAPER"), semi-annual reports on contracting/subcontracting, Section 3, Davis Bacon and labor standards, Analysis of Impediments to Fair

Housing Choice and Fair Housing Action Plan, and quarterly Federal Cash Transaction Reports.

3. The County will report quarterly on capital project status and on housing repair activity. The Housing Stability Program report will be prepared and reviewed twice a year, with updates provided, as warranted, on the geographic location of clients served.

E. Monitoring:

1. The City will annually monitor the agencies with which it subcontracts to ensure compliance with all federal, state and county requirements associated with CDBG funding with an on-site monitoring visit not less than every two years.
2. The County will monitor the City (and may monitor selected subcontracting agencies). County will be monitored by HUD, the State Auditor, and by the HUD Inspector General.
3. County staff will communicate with City staff at least quarterly to send relevant reports, monitor, provide technical assistance, and discuss capital project status. County and City staff will determine, collectively, if a face-to-face meeting is required from time to time.

F. The City will provide the County all information necessary from its application process for contracting and implementation purposes for all other stand-alone capital projects.

G. City staff may participate in other Consortium-wide planning activities envisioned in the Consolidated Plan such as Interjurisdictional Advisory Group meetings regarding the HOME Program, Housing Stability Program, Regional Affordable Housing Program (“RAHP”) and other regional and sub-regional processes.

H. The City and County understand that they may not sell, trade or otherwise transfer all or any portion of the urban county consortium CDBG funds to another metropolitan city, urban county unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

IX. GENERAL TERMS

- A.** This Agreement shall extend through the **2015, 2016 and 2017** program years, and shall remain in effect until the CDBG funds, ESG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this Agreement or elects not to participate in the new qualification period by the date set forth by the United States

Department of Housing and Urban Development (HUD) in subsequent Urban County Qualification Notices. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, King County will notify each participating city in writing of its right not to participate, and a copy of King County's written notification will be sent to HUD by the date specified in the urban county qualification schedule. Each party to this Agreement must adopt amendments necessary to meet the requirements for cooperation agreements as set forth in the Urban County Qualification Notice applicable for a subsequent three-year county qualification period, and to submit such amendment to HUD, as provided in the notice. Failure to comply with the notice will void the automatic renewal for such qualification period.

- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.
- C. It is understood that by signing this Agreement, the City shall accept and agree to comply with the policies and implementation of the King County Consortium Consolidated Plan.
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. City agrees to affirmatively further fair housing and will ensure that no CDBG, ESG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI (A) of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports. The City acknowledges that the urban county consortium is prohibited from funding activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.
- F. Parties to this Agreement agree to negotiate in good faith any issues that may arise that are not specifically addressed by this Agreement.

- G. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.**
- H. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement.**

- I. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

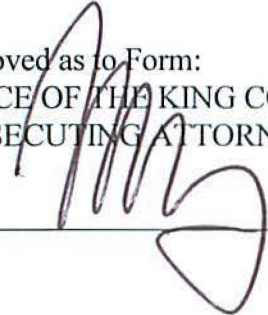

for King County Executive

Adrienne Quinn
Printed Name

Director, Department of Community and
Human Services
Title

7/25/14
Date

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



CITY OF KIRKLAND


By: Signature

Kurt Triplett
Printed Name

City Manager
Title

5/23/14
Date

Approved as to Form:
CITY OF KIRKLAND
CITY ATTORNEY



City Attorney

ATTEST:
CITY OF KIRKLAND



City Clerk

Addendum A: 2015-17 CDBG

**HOME INVESTMENT PARTNERSHIPS PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into between King County, hereinafter referred to as the "County," and the City of Kirkland hereinafter referred to as the "City," said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, King County is an urban county, as defined by 24 CFR 92.2 and 24 CFR 570.3; and

WHEREAS, a unit of general local government that is located within in an urban county may be part of a HOME consortium only through the urban county; and

WHEREAS, the City and King County agree that it is mutually desirable and beneficial to enter into a consortium arrangement for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program";

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

1. This Agreement is made pursuant to the National Affordable Housing Act of 1990, as amended, 42 USC § 12701 et. seq. (the "Act") and RCW 39.34, the Intergovernmental Cooperation Act.
2. The City and the County agree to cooperate to undertake or assist in undertaking HOME Program housing assistance activities which are eligible under 24 CFR Part 92.
3. The County is hereby authorized to act as the representative member on behalf of the Consortium for the purposes of the HOME Program. The County as the applicant, grantee and lead entity for the HOME Program funds has responsibility for and assumes all obligations in the executing the HOME Program, including the ability to adopt amendments to this Agreement for the purpose of adding new members on behalf of the HOME Consortium and for the purpose of incorporating changes necessary to meet U.S. Department of Housing and Urban Development (HUD) requirements for consortium agreements under the applicable HUD notice of procedures for designation of consortia as a participating jurisdiction for HOME; final responsibility for selecting and executing activities; ensuring compliance with federal requirements and submitting to HUD the Consolidated Housing and Community Development Plan (Consolidated Plan), Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

The City agrees to cooperate fully with the County in the development and preparation of the Consolidated Plan and related plans, and to prepare and provide those elements specifically pertaining to the City.

4. This Agreement shall remain in full force and effect for the period necessary to plan and carry out all activities that will be funded from HOME funds awarded for the **2015, 2016 and 2017** federal fiscal years, the three-year qualification period that coincides with the Agreement for the Distribution and Administration of the King County Consortium's Community Development Block Grant, or until the County's designation as a participating HOME jurisdiction or an urban county is rescinded by the United States Department of Housing and Urban Development, whichever is shorter.
5. This Agreement will be automatically renewed for participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, King County shall notify each HOME consortium member in writing of its right to decide not to participate in the Consortium for the next qualification period, and King County will send copies of those written notices to the HUD local field office by the date specified in the qualification notice. Unless the County or the City provides written notice it wishes to amend the Agreement, or elects not to participate in the new qualification period in writing to both King County and the HUD local field office by the date set forth in the HUD qualification notice applicable to subsequent three-year qualification periods, this Agreement shall automatically renew. Before the beginning of each new qualification period, King County shall submit to HUD a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment, and if the Consortium's membership has changed, the state certification required under 24 CFR, Section 92.101(a)(2)(i). This automatic renewal provision will be void if King County fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.
6. The City and the County agree to adopt any amendments to this Agreement other than the incorporation of changes necessary to meet the requirements for cooperation agreements set forth in the applicable HUD HOME consortia qualification notice for a subsequent three-year qualification period, which King County as the lead entity shall act upon pursuant to Section 3 of this Agreement. King County shall submit any other amendments adopted by the City and County to the HUD local field office by the applicable deadline.
7. During the term of this Agreement, neither the County nor the City may withdraw from participation from their respective obligations under this Agreement.
8. By executing the HOME Agreement, the City understands that it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.
9. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
10. The parties to this Agreement hereby agree to affirmatively further fair housing and to ensure that no HOME funds are expended for activities that do not affirmatively further fair housing

within the boundaries of their jurisdiction or for activities that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section 3 of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.

11. **Joint Recommendations Committee Composition.** An inter-jurisdictional Joint Recommendations Committee ("JRC") shall be established through the 2015 – 2017 Consortium Interlocal Cooperation Agreement.

The JRC shall be composed of three county representatives and eight cities representatives.

The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.

Four of the cities representatives shall be from non-entitlement consortium cities signing the King County Consortium Regular Interlocal Cooperation Agreement Regarding the Community Development Block Grant (CDBG) Program, two from each sub-region, as appointed by Sound Cities Association.

The remaining four cities representatives shall be from cities that qualify to receive CDBG funds directly from HUD, but are signing a Joint Agreement Regarding the CDBG Program and a HOME Program Agreement with King County; or receive their own CDBG grant directly from HUD and signing a HOME Program-only Agreement with King County. These latter four representatives shall have no vote on matters specific to the jurisdictions of the King County Consortium Regular Interlocal Cooperation Agreement Regarding the CDBG Program.

Two of the eight cities representatives shall be rotated among the HOME Program-only Agreement Cities, and two of the eight cities representatives shall be rotated among the cities signing a Joint Agreement Regarding the CDBG Program and a HOME Program Agreement. Those four representatives will vote on issues affecting HOME Program Agreement Cities that are specific to this Agreement.

For the HOME Program-only Agreement Cities' rotating positions, the HOME Program Agreement Cities will notify the County by the end of the second week in February of each year, who the two HOME Program-only Agreement City representatives will be for that year.

The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members shall constitute a quorum.

12. **JRC Appointments.** The King County Executive shall appoint the three county representatives. The participating cities of the King County Consortium Interlocal Cooperation Agreement for the Community Development Block Grant Program shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Suburban Cities Association or other agreed-upon mechanism for the

execution of shared appointing authority. The Suburban Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.

13. Powers and Duties of the JRC. The JRC shall be empowered to:
 - a. Review and recommend to the King County Executive all policy matters concerning the King County CDBG Consortium and HOME Program Consortium, including but not limited to the Consolidated Plan and related plans and policies.
 - b. Review and recommend to the King County Executive the projects and programs to be undertaken with King County CDBG Consortium funds and HOME Program Consortium funds, including the Administrative Set-aside.
 - c. Monitor and ensure that all geographic areas and participating jurisdictions benefit fairly from King County CDBG Consortium and HOME Program Consortium funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.
14. Advisory Committees to the JRC. In fulfilling its duty to review and recommend projects and programs to be undertaken with HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.
15. The City shall assist the County in developing the Consortium's HOME Program by participating in development of the Consolidated Plan to accommodate both the collective and individual housing objectives contained within local comprehensive plans or other adopted plans of the City and the County.
16. The City and County shall each assign a staff person to serve as the primary contact for the administration of this Agreement. The assigned contact person is responsible for communicating relevant information to their respective jurisdiction.
17. This Agreement applies to the Consortium's acceptance of other federal housing-related funds which may be allocated by formula to the Consortium. Allocation decisions for these funds will be subject to policies and procedures developed by the advisory committees to the JRC and adopted by the JRC.

18. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

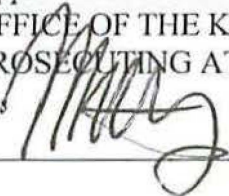

for King County Executive

Adrienne Quinn
Printed Name

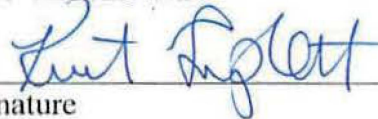
Director, Department of Community and
Human Services
Title

7/25/14
Date

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



CITY OF KIRKLAND


By: Signature

Kurt Triplett
Printed Name

City Manager
Title

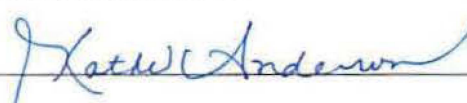
5/23/14
Date

Approved as to Form:
CITY OF KIRKLAND
CITY ATTORNEY



City Attorney

ATTEST:
CITY OF KIRKLAND



City Clerk

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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Mary Gardocki, Park Planning and Development Manager
Lynn Zwaagstra, Director of Parks & Community Services

Date: July 21, 2020

Subject: Resolution Authorizing Application to the State of Washington Requesting Matching Grant Funding for David Brink Park Shoreline Renovation

RECOMMENDATION:

That the City Council approves the attached Resolution authorizing the City Manager to sign the Washington State Recreation and Conservation Office Applicant Resolution/Authorization. This is a grant application to the State of Washington Recreation & Conservation Office for matching funding for renovation improvements to the David Brink Park. Applications are due August 10, 2020.

By taking action on this memo during approval of the consent calendar, the City Council is authorizing application to the State of Washington requesting matching grants funds for David Brink Park Shoreline Renovation.

BACKGROUND DISCUSSION:

Staff is requesting that the City Council authorize staff to apply for an Aquatics Land Enhancement Account (ALEA) grant to help fund renovation activities at David Brink Park. A Shoreline, Structures, and Dock assessment performed by an engineering firm in 2014 identified several deficiencies at the park. Additionally, part of the bulkhead has failed at the south end. The project's overall goal is to address safety issues along the shoreline through repair, replacement and removal of aging shoreline protection bulkhead features and create two pocket beaches to restore the natural aquatic ecosystem.

The State Recreation and Conservation Office (RCO) grant application process requires the applicant to provide a Resolution authorizing the application. The Resolution would authorize the application and direct the City Manager to sign the RCO Applicant Resolution/Authorization form. The RCO offers grants to statewide communities on a biennial basis.

Staff anticipate applying for up to \$500,000 of funds for the project with a matching fund requirement of \$125,000. Currently \$1,575,000 is allocated in the CIP (Dock and Shoreline Program) for this project.

Grant and Project Timeline:

August 10, 2020	Grant Applications Due
July 2021	Grants Awarded
Fall / Winter – 2021	Anticipated Construction / Completion

Attachment A: Resolution Authorizing WA RCO Applicant Resolution/Authorization

Attachment B: Washington State Recreation and Conservation Office Applicant Resolution/Authorization Form

RESOLUTION R-5439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING APPLICATION FOR FUNDING ASSISTANCE FOR AQUATIC LANDS ENHANCEMENT ACCOUNT PROGRAM PROJECT TO THE WASHINGTON STATE RECREATION AND CONSERVATION OFFICE AS PROVIDED IN CHAPTER 79A.25 REVISED CODE OF WASHINGTON AND WASHINGTON ADMINISTRATIVE CODE TITLE 286, AND SUBSEQUENT LEGISLATIVE ACTION.

WHEREAS, the City of Kirkland is seeking funding assistance for a David Brink Park Shoreline Renovation project; and

WHEREAS, the City of Kirkland has approved a Parks Recreation and Open Space Plan which includes recommendations on dock and shoreline improvements; and

WHEREAS, under the provisions of the Aquatic Lands Enhancement Account, as provided in Chapter 79A.25 RCW and Washington Administrative Code Title 286, state grant assistance is requested to aid in financing the cost of facility development; and

WHEREAS, the City Council considers it in the best public interest to complete the David Brink Park project described in the funding assistance application.

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

Section 1. The Director of Parks and Community Services is authorized to make formal application to the Recreation and Conservation Office for grant assistance.

Section 2. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above.

Section 3. The City certifies that its matching share of the project funding will be derived from Kirkland Park Levy Funds and revenues and that the City is responsible for supporting all non-cash commitments to this project should they not materialize.

Section 4. The City acknowledges that the grant assistance, if approved, will be paid on a reimbursement basis, meaning the City will only request payment from the Recreation and Conservation Office after eligible and allowable costs have been incurred and payment remitted to the City's vendors, and that the Recreation and Conservation Office will hold retainage until the project is deemed complete.

39 Section 5. The City acknowledges that any facility developed
40 through grant assistance from the Recreation Conservation Funding Board
41 must be reasonably maintained and made available to the general public
42 at reasonable hours and times of the year according to the type of area
43 or facility unless other restrictions have been agreed to by the Recreation
44 and Conservation Office Director or the Recreation and Conservation
45 Funding Board.

46
47 Section 6. The City acknowledges that any facility developed with
48 grant assistance from the Recreation and Conservation Funding Board
49 must be dedicated for public outdoor recreation purposes and be retained
50 and maintained for such use for perpetuity unless otherwise provided and
51 agreed to by the City and the Recreation and Conservation Funding Board.

52
53 Section 7. This Resolution shall become part of a formal
54 application to the Recreation and Conservation Office for grant assistance.

55
56 Section 8. The City provided appropriate opportunity for public
57 comment on this application.

58
59 Passed by majority vote of the Kirkland City Council in open
60 meeting this _____ day of _____, 2020.

61
62 Signed in authentication thereof this ____ day of _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk



Applicant Resolution/Authorization

Organization Name (sponsor) City of Kirkland

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) 20-1758: David Brink Park Shoreline Renovation

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Park Planning and Development Manager
Project contact (day-to-day administering of the grant and communicating with the RCO)	Park Planning and Development Manager
RCO Grant Agreement (Agreement)	Deputy City Manager
Agreement amendments	Deputy City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Deputy City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title City Manager Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.



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

MEMORANDUM

To: Kurt Triplett, City Manager

From: Michael Olson, Director of Finance and Administration
Kyle Butler, Financial Planning Supervisor
Kevin Lowe Pelstring, Budget Analyst

Date: July 10, 2020

Subject: Monthly Financial Dashboard Report through May 31, 2020

RECOMMENDATION:

It is recommended that the City Council receive the monthly Financial Dashboard Report for May 2020.

BACKGROUND DISCUSSION

This report was previously provided to the Council Finance and Administration Committee and will now be presented to the City Council each month on the consent agenda.

The Financial Dashboard is a high-level summary of some of the City's key revenue and expenditure indicators. It provides a budget to actual comparison for year-to-date revenues and expenditures for the general fund, as well as some other key revenues and expenditures. The report also compares this year's actual revenue and expenditure performance to the prior year.

We continue to see the effects of COVID-19 and the Governor's stay-at-home order reflected in this report, although the full scope of its impact is not yet known because of expected reporting lags in some revenue sources. Notably, the May results include Sales Tax revenues through March, when COVID-19 first started to impact consumer activity in Kirkland, but due to an overpayment (which will be corrected in June receipts), the expected fall in Sales Tax is somewhat masked. Factoring in this negative adjustment, Sales Tax through May is actually down 5.6%. The Dashboard notes that Property Tax receipts are lower than this time last year because of King County's pandemic-related decision to push the due date from April 30 to June 1. Development Fees are 37.9% of budget, significantly below the 41.7% budget threshold primarily due to COVID-19 impacts on permitting activity. However, it is not as dramatic a reduction as the year-to-year comparison from 2019 appears to show (-15.1%), because of extraordinary permitting activity in 2019 stemming from the approval of major structures of Kirkland Urban and Totem Lake.

Financial Planning will continue to monitor and project these and all City revenues being affected by COVID-19, providing that information where needed to inform policy decisions.

Attachment A

May 2020 Financial Dashboard
 July 10, 2020

Revenues (through 5/31/20):

- **General Fund Revenues** are 42.9% of budget, which is modestly above the 41.7% budget threshold, primarily due to the net effect of the City's conservative sales tax policy (described below), the timing of Property Tax distributions from King County, and a significant decline in development fees. Relative to the same period in 2019, General Fund Revenues are down 3.5% mostly due to significant declines in Development Fees and Property Taxes (the latter is temporary).
- **Sales Tax** is 45.5% of budget, which is significantly above the 41.7% budget threshold, primarily due to the City's modified two-year sales tax lag policy (i.e., sales tax budgeted in 2020 is based on 2018 actual revenue). Relative to the same period in 2019, Sales Tax is down 1.0%; however, this excludes a \$494,927 correction for two overpayments to the City that were applied to the City's June receipts. Factoring in this negative adjustment, Sales Tax through May is down 5.6%. The economic impact of COVID-19 is particularly evident in the May sales tax receipts, which are down 29.8% compared to May 2019 (including the \$494,927 correction), with the following business sector groups being of particular note: Auto/Gas Retail (-83.5%), Retail Eating/Drinking (-57.2%), and Contracting (-12.3%). As a reminder, there is a two-month lag between when sales tax is generated and when it is distributed to the City, so May receipts are for March retail activity.
- **Property Taxes** are 47.6% of budget, which is significantly above the 41.7% budget threshold but below what is typically received through May, which is 52% of budget. This temporary shortfall is directly related to the King County property tax due date being pushed out from April 30 to June 1. Relative to the same period in 2019, Property Taxes are down 6.9% for the same reason. While not quite meeting the "Red" status, we will need to watch Property Taxes receipts after the new deadline to note any rise in delinquencies.
- **Utility Taxes** are 42.9% of budget, which is modestly above the 41.7% budget threshold, primarily due to higher than expected Gas Utility Tax revenues related to the winter weather. Relative to the same period in 2019, Utility Taxes are down 1.4% mostly due to a 15.1% decline in telephone utility taxes, which is greater than expected.
- **Development Fees** are 37.9% of budget, which is significantly below the 41.7% budget threshold, and are down 15.1% relative to the same period in 2019 primarily due to the effect of the COVID-19 stay-at-home order and major development permits related to the Totem Lake and Kirkland Urban sites that were issued in 2019 creating a comparatively higher level of activity last year. Permit activity from both of these sites will pick back up again later in 2020 if they continue to follow the expected timeline set before COVID-19.
- **Business Fees** are 43.5% of budget, which is modestly above the 41.7% budget threshold, and are up 8.0% relative to the same period in 2019 due to a temporary anomaly as the City's business license renewal timing is re-aligned by the Washington State Department of Revenue.

Expenditures (through 5/31/20):

- **General Fund Expenditures** are 42.3% of budget, which is slightly above the 41.7% budget threshold primarily due to higher than expected Fire Suppression Overtime and other COVID-19 related costs. Some of these costs may be reimbursed in the second half of 2020 through the CARES Act.
- **General Fund Salaries/Benefits** are 40.4% of budget, which is modestly below the 41.7% budget threshold, due to position vacancy savings.
- **Fire Suppression Overtime** is 55.8% of budget, which is significantly above the 41.7% budget threshold, due to overtime incurred from COVID-19 quarantine procedures for firefighters. However, relative to the same period in 2019, Fire Suppression Overtime is down 11.1%.

City of Kirkland Financial Dashboard									
Annual Budget Status as of 5/31/2020				Budget Threshold (% Complete) : 41.7%					
	2020 Budget	Year-to-Date Actual 2020	% Received/ % Expended	May YTD	April YTD	Year-to-Date Actual 2019	YTD Change: 19 to 20		
							\$	%	
General Fund									
Total Revenues	102,699,968	44,073,935	42.9%			45,675,774	(1,601,839)	-3.5%	
Total Expenditures	102,125,555	43,146,102	42.2%			38,355,014	4,791,087	12.5%	
Key Indicators (All Funds)									
Revenues									
Sales Tax	23,130,166	10,533,629	45.5%			10,637,002	(103,373)	-1.0%	
Property Taxes	19,995,776	9,517,922	47.6%			10,220,551	(702,628)	-6.9%	
Utility Taxes	14,211,368	6,102,540	42.9%			6,190,173	(87,633)	-1.4%	
Development Fees	11,282,715	4,280,571	37.9%			5,041,720	(761,149)	-15.1%	
Business Fees	3,662,591	1,591,574	43.5%			1,474,310	117,264	8.0%	
Gas Tax	1,935,654	658,169	34.0%			686,923	(28,753)	-4.2%	
Expenditures									
General Fund Salaries/Benefits	73,117,562	29,553,724	40.4%			28,191,888	1,361,836	4.8%	
Fire Suppression Overtime	861,545	480,939	55.8%			541,281	(60,343)	-11.1%	
Contract Jail Costs	539,630	136,848	25.4%			97,604	39,243	40.2%	
Fuel Costs	604,912	118,729	19.6%			158,963	(40,234)	-25.3%	
Status Key									
Revenues are higher than expected or expenditures are lower than expected						NOTES:			
Revenues or expenditures are within expected range						(1) Excludes Fire Suppression Overtime			
WATCH - Revenues lower/expenditures higher than expected range									

(1)

**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: Greg Piland, Financial Operations Manager

Date: July 9, 2020

Subject: REPORT ON PROCUREMENT ACTIVITIES FOR COUNCIL MEETING OF July 21, 2020.

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 June 18, 2020 are as follows:

	Project/Purchase	Process	Estimate/Price	Status
1.	Mental health professional services	Request for proposals process completed with no submission. Direct negotiation contract.	\$240,000.00	Contract awarded to Behavioral Health Crisis Consulting PLLC of Redmond, WA.
2.	CKC to RCC regional connector construction project	Invitation for bids	\$2,678,910.11	Contract awarded to Interwest Construction, Inc. of Burlington, WA.
3.	2020 annual striping program	Invitation for bids	\$623,257.50	Contract awarded to Specialized Pavement Marking, Inc.
4.	Computer replacements for Planning and Building Department	Cooperative purchase	\$77,977.71	Purchase order awarded to Dell Marketing LP of Chicago, IL.
5.	Ladder truck repair	Direct hire by authorized repair facility	\$55,580.63	Purchase order awarded to True North Emergency Equipment Inc., of Marysville, WA.

**CITY OF KIRKLAND****Planning and Building Department****123 5th Avenue, Kirkland, WA 98033****425.587.3600- www.kirklandwa.gov**

MEMORANDUM

To: Kurt Triplett, City Manager

From: Allison Zike, AICP, Senior Planner
Jeremy McMahan, Deputy Planning & Building Director
Adam Weinstein, AICP, Planning & Building Director

Date: July 9, 2020

Subject: Amendments to the Kirkland Zoning Code (KZC) Related to Rooftop Amenities and Appurtenances
File Number CAM19-00502

Staff Recommendation

Receive briefing on the status of the proposed rooftop amenity zoning code amendments and provide staff with direction on the following key questions:

1. Should rooftop common rooms *and* rooftop amenities be restricted on properties adjoining low-density residential zones?
2. Based on Council's discussion of question #1, if rooftop common rooms *and* rooftop amenities are prohibited in areas adjoining low-density residential zones, is there a need to require further public benefit for these items in areas of the City not adjoining low-density residential zones?
3. What types of public benefit incentives should be offered in exchange for allowing *rooftop amenities* to exceed the maximum structure height? What types of public benefit incentives should be offered in exchange for allowing *rooftop common rooms* to exceed the maximum structure height?
4. If chosen as a public benefit, does Council wish to distinguish a "green roof" element from a landscaped space requirement? Does Council have any guidance as to appropriate sizing standards for this element?

Background

City Council received a briefing on the rooftop amenity code amendments at their June 16, 2020 meeting. Project background, review of barriers to provision of rooftop amenities in the existing Zoning Code, all public comments received before publication of the June 16 packet, analysis of areas adjoining low-density residential zones, summaries of the Houghton Community Council (HCC) and Planning Commission (PC) recommendations, and the proposed code amendments recommended by the PC are included in the [June 16, 2020 City Council Packet](#).

City Council Direction

Following the June 16, 2020 staff briefing, Council provided the two main points of direction below to guide further revisions to the proposed code amendments:

1. Expand the application of “adjoining” regulations to include the entire parcel if any portion of that parcel is within 100 feet of a low-density residential zone. Council direction was clear that this limitation would apply to rooftop common rooms but less clear if this would apply to rooftop amenities.
2. Explore more ways to require the provision of public benefit when proposing rooftop common rooms and amenities over the maximum structure height, and specifically research requiring affordable housing as one such public benefit. Council direction was clear that this limitation would apply to rooftop common rooms but less clear if this would apply to rooftop amenities.

Planning Commission Recommended Code Amendments

Following consideration of public comments and HCC recommendations, the PC recommended adoption of code amendments to clarify existing regulations for rooftop appurtenances and to increase flexibility for the provision of rooftop amenities and common rooms on multi-family and commercial buildings. The PC recommended amending KZC 5, KZC 50.62, KZC 115.115, and KZC 115.120 as summarized below.

1. Add a definition for “Rooftop Amenities”
2. Add a definition for “Rooftop Common Room”
3. Add an intent section for Rooftop Appurtenances and Rooftop Amenities
4. Clarify screening requirement hierarchy for rooftop appurtenances
5. Revise regulations to allow elevator/stair equipment up to 15 feet above the maximum building height by right (without a modification process) when necessary to access rooftop amenity spaces (a modification process would be required for elevator/stair equipment up to 15 feet above maximum building height on parcels adjoining low-density residential zones)
6. Add a new section to allow rooftop amenities including railings on multi-family and commercial buildings, to exceed the maximum building height and set forth the allowed height and area for those amenities; require public benefit in exchange for rooftop amenities to exceed the maximum structure height
7. Within new rooftop amenity code section, allow rooftop common rooms on multi-family and commercial buildings, and set forth maximum height and area standards and required design elements for such rooms (rooftop common rooms would be prohibited on portions of structures adjoining low-density residential zones); require public benefit in exchange for rooftop common rooms to exceed the maximum structure height
8. Add language specifying that any projects requiring land use review (e.g., Process IIA, Design Review) will use that same process to review any rooftop appurtenance/amenity modifications

9. Move screening and location standards for mechanical units that are not on a rooftop to KZC 115.115 Required Yards
10. Revise KZC 50.62 to allow rooftop appurtenances, rooftop amenities, and rooftop commons rooms through a modification process in the CBD 1A and 1B zones.

Attachment 2 shows a table summarizing the proposed allowances for rooftop appurtenances and amenities, including an indication of whether they would be allowed by right or require a modification process, options for public benefits required, and the change from the existing Zoning Code.

Public Comments

All public comments received before publication of the June 16 packet are included in the [June 16, 2020 City Council Packet](#). Public comments received after publication of the June 16th packet are included as Attachment 3. Public comments received continue to express concern about the potential impacts of rooftop amenities and rooftop common rooms on low-density residential zones.

Questions for City Council

Staff is seeking clarification and direction from Council on the follow questions, listed below with staff analysis.

Question #1: Should rooftop common rooms *and* rooftop amenities be restricted on properties adjoining low-density residential zones?

Council comments from the June 16, 2020 meeting directed staff to expand the application of “adjoining” regulations to include the entire parcel if any portion of that parcel is within 100 feet of a low-density residential zone. This is a more stringent application than that recommended by the Planning Commission. The restrictive areas are shown in Attachment 1 as the yellow-shaded areas (low-density residential zones), the areas encompassed by the adjoining buffer line in red, and the grey hatched areas denoting the entire parcels where any portion adjoins low-density residential zones. In other words, the only parcels where stacked multi-family or commercial structures could incorporate rooftop common rooms (and rooftop amenities based on Council’s direction on this point) above maximum structure height are those parcels showing no shading/hatching.

Council direction was clear that this limitation would apply to rooftop common rooms but less clear if this would apply to rooftop amenities.

Question #2: Based on Council’s discussion of question #1, if rooftop common rooms *and* rooftop amenities are prohibited in areas adjoining low-density residential zones (including the entire Market Street Corridor), is there a need to require further public benefit for these items in areas of the City not adjoining low-density residential zones?

Staff is seeking clarity on the areas of the City in which there is desire for public benefits in exchange for rooftop common rooms and/or rooftop amenities to exceed

the maximum structure height. Council could decide that the previous direction on a need for public benefit was more directly related to mitigating the potential impacts of these items on low-density residential areas. If Council's direction on the above question #1 is to prohibit rooftop common rooms *and* rooftop amenities above the maximum structure height adjoining low-density residential zones, there may not be a need to further mitigate impacts in the remaining areas of the City where such items would be allowed. The PC recommended code amendments already include a provision for public benefit in exchange for rooftop common rooms only, where an applicant would be required to provide one of the below options:

- 1) A landscaped area on the rooftop equal to the square footage of the rooftop common room, or
- 2) A street-level public plaza equal to the square footage of the rooftop common room, or
- 3) Public use of the rooftop common room, either as public access or as use of the rooftop common room as publicly accessible retail, restaurant, or similar space

Question #3: What types of public benefit incentives should be offered in exchange for allowing *rooftop amenities* to exceed the maximum structure height? What types of public benefit incentives should be offered in exchange for allowing *rooftop common rooms* to exceed the maximum structure height?

Council direction on questions #3 and #4 may not be necessary after discussion of questions #1 and #2. At their June 16 meeting, Council provided staff with direction to explore more ways to require the provision of public benefits when proposing rooftop common rooms or amenities over the maximum structure height and was specifically interested in affordable housing as a public benefit. Council direction was clear that this limitation would apply to rooftop common rooms but less clear if this would apply to rooftop amenities. Below is a list of possible options for public benefit options, with staff notes summarizing opportunities and challenges of requiring and administering each benefit. Council should decide which options should be required, or provided as an option, for both rooftop common rooms and rooftop amenities when such items are proposed above the maximum structure height.

Related to the discussion of public benefit, Council could consider the inherent public benefit that rooftop amenity space may provide in the City. While larger, multi-family buildings place more demand on the City's public park spaces, residents of those buildings will benefit from additional outdoor recreational space. This access outdoor rooftop space provided via these code amendments would be required to extend to all building residents, including those residing in any affordable housing units (note that one of the best known rooftop amenity spaces in Kirkland is on Imagine Housing's Velocity project at the South Kirkland Transit Oriented

Development site). Voluntary, or required, landscaping on rooftops can provide environmental benefits such as providing additional canopy cover, habitat “patches” for pollinators in urban areas, and improving climate resilience by reducing urban heat effects. Additionally, though subjective, the aesthetics of a designed rooftop amenity space may be a preferred alternative to a solely utilitarian rooftop.

PROPOSED PUBLIC BENEFIT	PROPOSED AMOUNT OR SIZING STANDARD	OPPORTUNITIES	CHALLENGES
“Green Roof” or Rooftop Landscaped Area	Percentage of amenity area, or area equal to area of rooftop common room	Easy to require and review during permit process. Aesthetic and environmental benefits.	If “green roof” requirement, staff will need to establish performance standards for “green roofs” that do not currently exist in Zoning Code
Street-level Public Plaza	Percentage of amenity area, or area equal to area of rooftop common room	Easy to review during permit process and track compliance long-term. Widespread public benefit.	Staff will need to undertake further research to determine appropriate sizing standard commensurate with the proposed rooftop amenities
Public Use of Rooftop Common Room or Amenity Space	N/A	Possible widespread benefit-likely limited to commercial structures with retail/restaurant components	No existing City agreements or templates to require public use. Difficult to track compliance long-term.
Affordable Housing Payment	TBD	Additional payments into City’s Housing Trust Fund account.	No method for calculating in-lieu fee amounts exist for items other than dwelling units. Planning and City Attorney Office staff will need to do extensive research to determine how to assign a value to amenities for each unique project, and furthermore, it is unknown how to tie those amenities to a metric that can be used to calculate a fee. At this time, staff cannot confirm this option is feasible.

Question #4: If chosen as a public benefit, does Council want to distinguish a “green roof” element from a landscaped space requirement? Does Council have any guidance as to appropriate sizing standards for this element?

Council direction on question #4 may not be necessary after discussion of questions #1 and #2. The PC recommended code amendments included a landscaping public

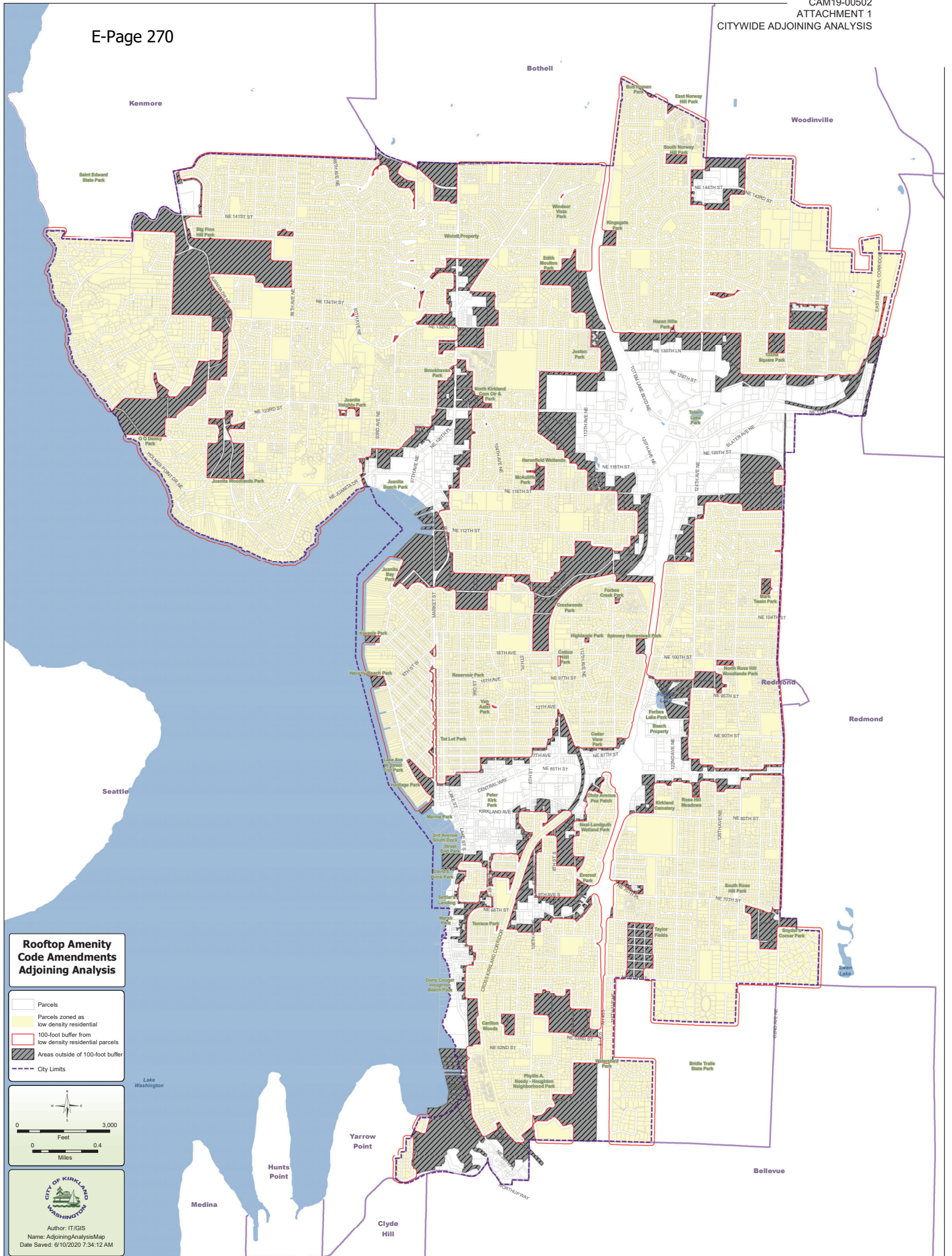
benefit option associated with rooftop common rooms only, where one option for public benefit would be a requirement to provide rooftop landscaped area equal to the area of the rooftop common room. As proposed in the code amendments from the June 16 Council Packet, any area available for planting on a rooftop, such as planters or a growing medium integrated into the roof deck, could count towards this requirement.

Council's June 16 direction included reference to a "green roof" requirement, which is a more defined term than "landscaping" and would generally be interpreted within to reference a more intentionally planned infrastructure element. If this is, indeed, what Council desires as a public benefit option, staff will take direction to draft a "green roof" standard into the zoning code or find an appropriate standard to reference.

Attachments:

1. Citywide Adjoining Analysis Map
2. Proposed Code Amendment Summary Table
3. Public Comments Received After June 16, 2020 Council Packet Publication

cc: File Number CAM19-00502
Interested Parties/Parties of Record
Planning Commission
Houghton Community Council



ROOFTOP AMENITY/APPURTENANCE PROPOSED CODE AMENDMENT SUMMARY

Below is a table summarizing the proposed allowances for rooftop appurtenances and amenities to exceed maximum structure height, whether they would be allowed by right or require a modification process, and what public benefit is required. **Highlighted text shows items requiring City Council Direction.**

ALLOWED TO EXCEED MAXIMUM STRUCTURE HEIGHT BY RIGHT*				
Item	Maximum Height (above max. structure ht)	Maximum Area	Public Benefit Options	Change from Current Adopted Code
Rooftop Appurtenances – Elevators and Equipment/Stair Enclosures <u>not</u> adjoining** low-density residential zones	15 feet above max. building height	Minimum necessary (elevator overrun can include min. exit vestibule necessary); Must be counted in total footprint of all rooftop appurtenances	None	Changes to by-right allowance rather than requiring a modification process. Increases height flexibility up to 15 feet, rather than the height of the floor below (which is typically less than 15 feet).
Rooftop Appurtenances – Other	4 feet above max. building height	10% of building footprint	None	No change.
Rooftop Amenities – On parcels not adjoining** low-density residential zones?	4 feet above max. building height	None	1) A landscaped area on the rooftop equal to the square footage of the rooftop common room or green roof requirement	Existing code prohibits rooftop amenities from exceeding maximum structure height. New public benefit requirement.
Railings	Minimum necessary for Building Code compliance, but no more than 4 feet above max. building height	None. Must be setback 5 feet from building edge	2) A street-level public plaza equal to the square footage of the rooftop common room 3) Public use of the rooftop common room, either as public access or as use of the rooftop common room as publicly accessible retail, restaurant, or similar space 4) Affordable housing fee	Existing code prohibits railings from exceeding maximum structure height. New public benefit requirement.
ALLOWED TO EXCEED MAXIMUM STRUCTURE HEIGHT WITH MODIFICATION*				
Item	Maximum Height (above max. structure ht)	Maximum Area	Public Benefit Options	Change from Current Adopted Code
Rooftop Appurtenances – Elevators and Equipment/Stair Enclosures adjoining** low-density residential zones	15 feet above max. building height	Minimum necessary (elevator overrun can include min. exit vestibule necessary); Must be	None	Increases height flexibility up to 15 feet, rather than the height of the floor below (which is typically less than 15 feet).

CAM19-00502
ATTACHMENT 2
CODE AMENDMENT SUMMARY TABLE

		counted in total footprint of all rooftop appurtenances		
Rooftop Appurtenances – Other	Not to exceed height of story below	25% of building footprint	None	None
Rooftop Common Room***	Not to exceed height of story below	500 square feet or 10% of building footprint, whichever is less	<p>1) A landscaped area on the rooftop equal to the square footage of the rooftop common room or green roof requirement</p> <p>2) A street-level public plaza equal to the square footage of the rooftop common room</p> <p>3) Public use of the rooftop common room, either as public access or as use of the rooftop common room as publicly accessible retail, restaurant, or similar space</p> <p>4) Affordable housing fee</p>	Existing code prohibits rooftop common rooms from exceeding maximum structure height. Includes new public benefits.

* See recommended code amendments for special regulations in the CBD 1A and 1B zones

** "Adjoining" comprises parcels that are partially or wholly within a buffer extending 100 feet from any area zoned for low-density residential uses. Adjusted how adjoining buffer is applied per Council Direction

***Not allowed adjoining** low-density residential zones

From: Allison Zike
Sent: Thursday, July 9, 2020 10:22 AM
To: Allison Zike
Subject: FW: CAM19-00502 Rooftop Amenities and Appurtenances

From: Zhan Xiao <zhan.xiao@gmail.com>
Sent: Wednesday, July 8, 2020 11:58 AM
To: Allison Zike <AZike@kirklandwa.gov>
Subject: Re: CAM19-00502 Rooftop Amenities and Appurtenances

Dear Allison,

I am writing to you today to provide the following comments regarding CAM19-00502 (Rooftop Appurtenances). Our city has experienced significant growth over the last 15-20 years and to support this growth have built high-density living/office buildings. With this additional office/living space being mostly focused in our core business areas, it has expanded to border low-density zones and as such feel it is important to strike the right balance between ensuring privacy, noise and property investments are not adversely impacted. At the same time, it is important to provide flexibility to help Kirkland further develop as a great place to live and work. In support of this, I would like to offer the following points I feel will help strike the balance we need to ensure harmony in sensitive areas where high-density meets low-density. Here are my ideas I feel Planning should adopt:

1. Throughout the city in all low density and medium density zones, allow rooftop amenities that are 4' or less in height and cannot extend above allowed building height and preserve existing zoning concerning rooftop appurtenances.
2. Prohibit rooftop amenities and preserve existing zoning concerning rooftop appurtenances throughout the City where the current "Maximum Height of Structure" is 32' above ABE or less and any part of the property is within 100' of a low density zone.
3. Proceed based on the City staff recommended approach to allow more rooftop amenities and taller appurtenances elsewhere – generally for tall buildings located in high density commercial or high density multi-family areas.

In these situations, the increased height and mass of the structures on top of these buildings is sufficiently removed from the street and from people so the impact on the neighborhood is reduced and manageable.

4. Create an exception to #2 above to allow rooftop amenities and taller rooftop appurtenances on portions of buildings more than 140' away from the property boundary adjacent to any low density zone.

This is intended to create flexibility for shorter large footprint developments where the added structure height of the amenities and appurtenances is located well away from low density zones and thus reduce use conflicts and enhance community.

Allison, I would like to kindly ask you to seriously consider the above four points in crafting the code for CAM19-00502 that you plan to present to the KCC at the July 21st meeting. I feel it strikes the right balance where low-density meets stacked office/living buildings and also accommodates our downtown area.

Sincerely,
Zhan & Yuki
1121 1st ST, Kirkland

NOTICE: This e-mail account is part of the public domain. Any correspondence and attachments, including personal information, sent to and from the City of Kirkland are subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may be subject to disclosure to a third party requestor, regardless of any claim of confidentiality or privilege asserted by an external party.

From: Christiane Leibrandt <c.leibrandt@live.com>
Sent: Wednesday, July 8, 2020 7:27 AM
To: Allison Zike
Subject: CAM19-00502 Rooftop Appurtenances

Dear Ms. Zike,

We're writing to you today to provide the following comments regarding CAM19-00502 (Rooftop Appurtenances). Our city has experienced significant growth over the last 15-20 years and to support this growth has built high-density office/living buildings. With this additional office/living space being mostly focused in our core business areas, it has expanded to border low-density zones and as such feel it is important to strike the right balance between ensuring privacy, noise and property investments are not adversely impacted. At the same time, it is important to provide flexibility to help Kirkland further develop as a great place to live and work. In support of this, we would like to offer the following points we feel will help strike the balance we need to ensure harmony in sensitive areas where high-density meets low-density. Here are our ideas we feel Planning should adopt:

1. Throughout the city in all low density and medium density zones, allow rooftop amenities that are 4' or less in height and cannot extend above allowed building height and preserve existing zoning concerning rooftop appurtenances.
2. Prohibit rooftop amenities and preserve existing zoning concerning rooftop appurtenances throughout the City where the current "Maximum Height of Structure" is 32' above ABE or less and any part of the property is within 100' of a low density zone.
3. Proceed based on the City staff recommended approach to allow more rooftop amenities and taller appurtenances elsewhere – generally for tall buildings located in high density commercial or high density multi-family areas.
In these situations, the increased height and mass of the structures on top of these buildings is sufficiently removed from the street and from people so the impact on the neighborhood is reduced and manageable.
4. Create an exception to #2 above to allow rooftop amenities and taller rooftop appurtenances on portions of buildings more than 140' away from the property boundary adjacent to any low density zones. This is intended to create flexibility for shorter large footprint developments where the added structure height of the amenities and appurtenances is located well away from low density zones and thus reduce use conflicts and enhance community.

Ms. Zike, we're asking you to seriously consider the above four points in crafting the code for CAM19-00502 that you plan to present to the KCC at the July 21st meeting. We feel it strikes the right balance where low-density meets stacked office/living buildings and also accommodates our downtown area.

Sincerely,
Werner and Christiane Leibrandt

From: Andy Kispert <akispert@gmail.com>
Sent: Tuesday, July 7, 2020 9:50 PM
To: Allison Zike
Cc: Alice Dobry; Terry Danysh
Subject: Comments on CAM19-00502 and one consolidated email

Hi Allison,

I accidentally sent you a partially constructed email before and have re-copied the previous message into this entire one. Please disregard the other message as I have included it all below:

I wanted to thank both you and Jeremy for taking the time to discuss with some principal members of the Friends of the Market Street Corridor (FMSC) on Tuesday, June 30th regarding CAM19-00502. During our discussion I wanted to ensure both you and Jeremy understood that while views are nice, equally and perhaps more important to both Alice and myself (and other property owners in the same general area) is both privacy and noise. Due to the topography along 1st street, many properties sit slightly higher (on average about 15-20 feet) and as such with the buildings right behind us (along Market Street) we are at eye-level from more than one floor with the roofs of these buildings as well as being on average 60-80 feet away. I would like to reemphasize and ask you to seriously consider drafting code that for the moment, and until the buildings are zoned to be at least 4 stories to consider not having rooftop amenities/decks on such buildings as they will really erode any sense of privacy for properties along 1st street. In addition, I would like to bring up the issues with noise. I know the City would like to simply apply the same noise ordinances we already have on the books; however, these ordinances were written awhile back and I don't feel they adequately deal with noise emanating from elevated platforms such as rooftop decks. Equally, I would like to ask that you and Jeremy consider that along Market Street, we already deal with a fair bit of noise due to traffic and loud cars (noise generators) and as such at this moment having rooftop decks on low/mid-level buildings will only serve to exacerbate. Notwithstanding the above, I know there are existing

projects in the downtown Kirkland area that are not 4+ stories (Triangle Project) and that are near low-density zones; however with significantly large footprints and as such these buildings ought to be able to take advantage of CAM19-00502. So, with this in mind, and through working with members of FMSC, property owners residing in the West of Market Neighborhood (and I'm sure other low-density that abut newer mid/high rise high-density living/office space), we have crafted the following points that we feel would both address our needs concerning privacy, noise and yes, to a degree views, and the needs of projects in-flight that the City is also trying to accommodate:

1. Throughout the city in all low density and medium density zones, allow rooftop amenities that are 4' or less in height and cannot extend above allowed building height and preserve existing zoning concerning rooftop appurtenances.
2. Prohibit rooftop amenities and preserve existing zoning concerning rooftop appurtenances throughout the City where the current "Maximum Height of Structure" is 32' above ABE or less and any part of the property is within 100' of a low density zone.
3. Proceed based on the City staff recommended approach to allow more rooftop amenities and taller appurtenances elsewhere – generally for tall buildings located in high density commercial or high density multi-family areas.

In these situations, the increased height and mass of the structures on top of these buildings is sufficiently removed from the street and from people so the impact on the neighborhood is reduced and manageable.

4. Create an exception to #2 above to allow rooftop amenities and taller rooftop appurtenances on portions of buildings more than 140' away from the property boundary adjacent to any low density zone.

This is intended to create flexibility for shorter large footprint developments where the added structure height of the amenities and appurtenances is located well away from low density zones and thus reduce use conflicts and enhance community.

With Point #4 from above, this would permit projects that will not be that tall, but have a sufficiently large building footprint to be able to take advantage of CAM19-00502 even in the event they abut a low-density zone as long as portions of their roofs are at least 140' from a low-density zone. Additionally, for low/mid-rise buildings with smaller footprints that also abut low-density zones, as soon as the zoning is changed that permit adequately tall buildings (4+ stories),

these buildings should be of sufficient height such that rooftop decks will not peer down and into low-density properties given the difference in height and will still preserve some privacy for both rooftop occupants and abutting low-density properties.

Allison, I'm asking you and Jeremy to seriously consider the above four points in crafting the code for CAM19-00502 that you plan to present to the KCC at the July 21st meeting. In fact, during our up-coming discussion I'd be more than happy to discuss this in more detail as I feel it strikes the right balance between "edge" areas between low-density and stacked office/living buildings and also accommodates our downtown area where we will continue to have high-density office/living space.

Sincerely,

Alice & Andy

From: Jeremy McMahan
Sent: Monday, June 29, 2020 8:12 AM
To: Allison Zike
Subject: FW: Very concerned about Proposed decisions by the planning Commission!

Follow Up Flag: Follow up
Flag Status: Completed

From: michael.griff2@frontier.com <michael.griff2@frontier.com>
Sent: Sunday, June 28, 2020 3:16 PM
To: Planning Commissioners <planningcommissioners@kirklandwa.gov>
Cc: Janice Coogan <JCoogan@kirklandwa.gov>; Kurt Triplett <KTriplett@kirklandwa.gov>
Subject: Very concerned about Proposed decisions by the planning Commission!

Hello Planning Commission,

I want to relay that I am strongly against the rezoning of Market Street to allow for any higher commercial buildings! Again you are letting developers ruin our city. Not the first time you've tried this over the last 25 years since my family have lived here. It seems to be a reoccurring theme. What can we do to stop this? AGAIN? Do we have to always rise up every time you do this to us?

Can you please send me the exact list serve description so that I can follow this.

I am also against any transit on the cross Kirkland corridor! This should be pedestrian and bike access only!

Can you please send me the exact list serve description so that I can follow this.

As you can tell from the tone of my email I am really tired of having to address the building issues over that last 25 years.

Mike Griff
412 15th Ave
Kirkland, WA

NOTICE: This e-mail account is part of the public domain. Any correspondence and attachments, including personal information, sent to and from the City of Kirkland are subject to the Washington State Public Records Act, Chapter 42.56 RCW, and may be subject to disclosure to a third party requestor, regardless of any claim of confidentiality or privilege asserted by an external party.

From: OUR Kirkland <noreply-kirkland@qscend.com>
Sent: Monday, June 22, 2020 3:03 PM
To: Allison Zike
Subject: Update for Service Request #8084 (Contact City Council) -

Follow Up Flag: Follow up
Flag Status: Completed

Service request ID 8084 has been re-routed to a new user or group.

Re-Route Details

Date/Time 6/22/2020 3:03 PM

User abolen

Routed to azike

Comments Service Request rerouted to azike

Service Request Details

ID 8084

Date/Time 6/22/2020 2:43 PM

Type Contact City Council

Address 1523 1st St, Kirkland

Comments Dear Kirkland City Council Members,

We live at 1523 1st Street and became aware via neighbors of a proposed change to zoning along Market that would allow buildings to go higher than currently zoned for? For multiple reasons we strongly object to this proposal.

1- We bought our home AFTER verifying that the building in front of us to the West could not go higher than current height allowing us to believe and pay for the view we have.

2- Increased noise would certainly occur

3- Home values on 1st and even part way up the East/West streets would plummet which seems very unfair to those of us on 1st

4- Traffic would certainly increase and Market is already VERY heavy in afternoons and mornings.

5- It seems singled out to Market street residents, in fact EAST of Market would be very impacted and it's hard to see the public benefit to this as it is primarily a residential neighborhood with many long time residents who pay significant taxes according to the current values we have.

It seems this was spawned with little to no input from or surveying of existing residents , almost like a covert operation, which once we heard of it we are strongly objecting to this.

Please abide by the zoning rules we all agreed to when purchasing our homes and do not pass any such changes against the collective will of the residents here.

Sincerely,

Peter W Lang and Family

[View in QAlert](#)

From: cpierce456@yahoo.com
Sent: Tuesday, June 16, 2020 1:29 PM
To: Council Meeting Comment; Allison Zike
Cc: Carol Pierce
Subject: Rooftop Amenities And Appurtenances

Dear Kirkland Council Members,

I disapprove of the City-wide, one-size-fits-all, rooftop code amendment.

I have owned/lived in my home at 1405 1st St. since 1977. I am not one of Kirklands property investors, one who buys/sells properties, yet I am invested in and care about Kirkland. I have been in my home for many years and want to stay here.

There is an alley and an office building west of me. The Market Street property (corner of Market and 14th Ave.) and the new construction (corner of Market and 13th Ave.), could add rooftop amenities. Laura Westlund Realty on (corner Market and 14th Ave.) will likely be replaced in the next few years, and will have amenities.

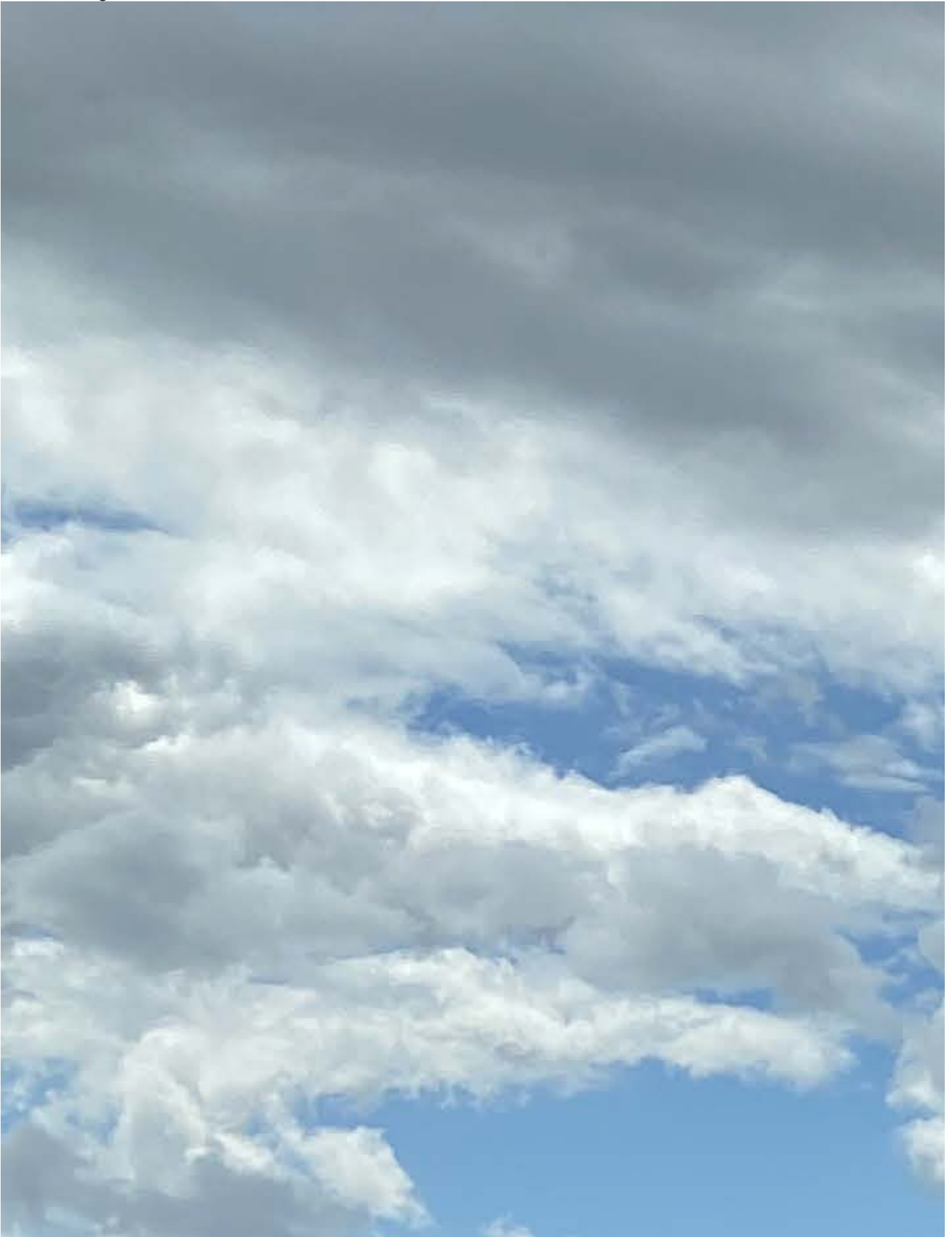
How is this fair to me?? I can't make use of the space above my 25 foot limit, or better yet, how does a large rooftop deck with clutter, noise and loss of views benefit me? Also, any resulting screening from these decks doesn't fix the privacy issue for me, and could become another wall? I hope you don't ignore the Kirkland residence who actually live adjacent to office buildings. Vote no on this, or at least keep it away from a single family homes like mine.

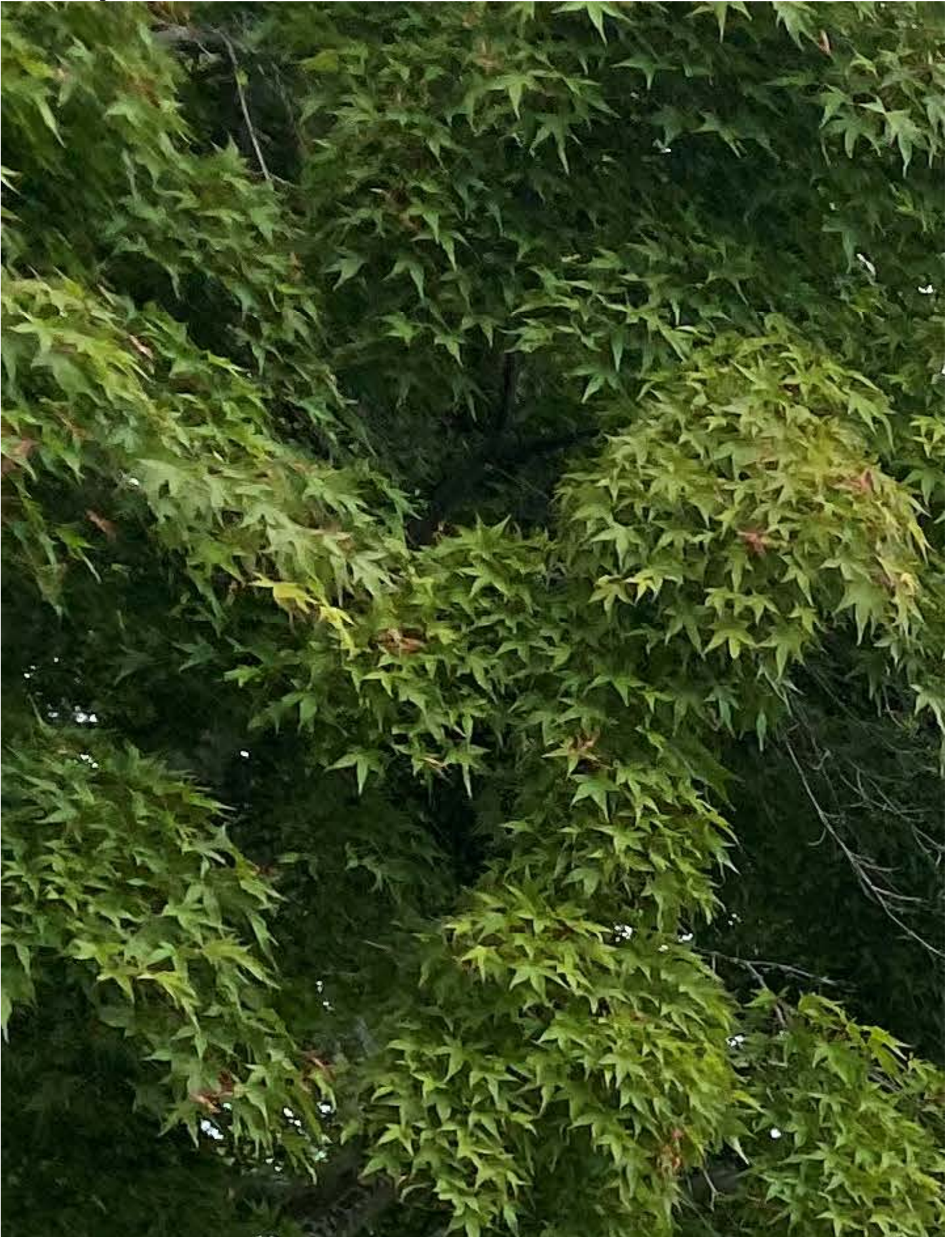
Sincerely,
Carol Pierce
1405 1st Street
Kirkland

From: Terry Dessert <terrydessert1@gmail.com>
Sent: Tuesday, June 16, 2020 2:32 PM
To: Allison Zike
Subject: House perspective

Follow Up Flag: Follow up
Flag Status: Completed

Hello Allison, I wanted to take a photo to give you a perspective on the homes on the west side of first Street. The first picture is directly out of my kitchen window. The small yellow house with blue trim windows was purchased a year or two ago and will be developed. The stucco house is currently a home and a business. The second photo shows the home across the street from me, on the east side I wanted to take a photo to give you a perspective on the homes on the west side of first Street. The first picture is directly out of my kitchen window. The small yellow house with blue trim and Windows was purchased a year or two ago and will be developed. The stucco house is currently a home and a business. I just cannot imagine that small yellow house turning into a 35 foot building With a rooftop deck as it could according to this potential change. Second home is on the Eastside at first Street more distance between them and market and much higher to preserve their view. Thank you for allowing my input, Terry Dessert





**CITY OF KIRKLAND****City Attorney's Office****123 Fifth Avenue, Kirkland, WA 98033 425.587.3030****www.kirklandwa.gov**

MEMORANDUM

To: Kurt Triplett, City Manager

From: Kevin Raymond, City Attorney

Date: July 14, 2020

Subject: RESOLUTION AUTHORIZING EXECUTION OF PSERN OPERATOR INTERLOCAL AGREEMENT

RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing and directing the City Manager to execute the attached Puget Sound Emergency Radio Network (PSERN) Operator Interlocal Cooperation Agreement (Operator ILA). The Operator ILA is the subject of a special presentation by PSERN staff at the Council's July 21, 2020 meeting.

BACKGROUND DISCUSSION:

As described in the special presentation, the region is in the process of replacing its countywide emergency public safety radio network. The current system is at the end of its useful life and soon will no longer be supported by its hardware and software manufacturer. In 2015, the voters of King County approved an additional regular property tax levy increase for nine years beginning in 2016. Proceeds from the tax levy are being used to support the replacement emergency public safety radio network, PSERN. Like its predecessor, PSERN will serve nearly 200 separate police, fire, emergency medical and other governmental agencies in the county, including Kirkland.

PSERN was created in 2015 through a memorandum of agreement (MOA) and an initial interlocal cooperation agreement providing for the implementation of the new PSERN system (Implementation Period ILA). The Implementation Period ILA commits all parties that approved the ILA to adopting the subsequent Operator ILA. Like the proposed Operator ILA, the Implementation Period ILA consists of twelve parties, including Kirkland. In addition to King County and the City of Seattle, PSERN is made up of (1) the five member cities of the Eastside Public Safety Communications Agency (EPSCA); namely, Bellevue, Issaquah, Kirkland, Mercer Island and Redmond; and (2) the five member cities of the Valley Communications Center (ValleyCom); namely, Auburn, Federal Way, Kent, Renton and Tukwila.

The Implementation ILA was approved by the legislative bodies of all twelve of its members. Since then, PSERN has been governed by a Joint Board, with one voting representative each

from King County, the City of Seattle, ESPCA and ValleyCom. Kirkland City Manager Kurt Triplett has served as the EPSCA representative on the PSERN Joint Board. Kirkland's City Attorney has served as the lead attorney for the EPSCA cities on EPSCA and PSERN matters. ESPCA was also created by interlocal cooperation agreement and will continue for purposes of designating its Joint Board member under the Operator ILA and the close-out of the Implementation Period ILA.

There are many benefits to the new PSERN system in addition to the anticipated end of the existing system's useful life. The new system includes advanced digital technology and improved capacity, capability and connectivity as part of a new 20 plus year contract with the vendor, Motorola. PSERN will be a single billing agency with uniform rates, operational standards and system performance requirements. The system will improve coverage throughout the county to accommodate population growth in the previously less densely populated portions of the county, including along I-90 and Highways 2 and 410. PSERN will include updates, upgrade and repairs to both system and dispatch consoles, and includes the purchase of more than 17,000 new end use radios and infrastructure support 24 hours per day, seven days per week.

The costs of PSERN to each of its members, including Kirkland, will be determined in accordance with a Cost Allocation Model that was adopted (as Exhibit 4) to the Implementation Period ILA. PSERN estimates that first year costs to Kirkland under the Operator ILA will be between \$123,000 (for a mixed staff model – direct hires and contracted services) and \$131,000 (all staff direct hires). These figures assume continued use by the City of approximately 356 emergency radios. As a rough basis for comparison, the City paid \$126,981 to EPSCA in 2019.

The PSERN Joint Board, including its EPSCA representative, City Manager Kurt Triplett, have unanimously recommended that all member legislative bodies, including the Kirkland City Council, approve execution of the PSERN Operator ILA. The Operator ILA was carefully negotiated and agreed to by the parties and their legal counsel for well over a year prior to Joint Board approval.

cc: Resolution
Operator ILA

See also: Special Presentation Materials

RESOLUTION R-5441

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING AND DIRECTING THE CITY MANAGER TO SIGN ON BEHALF OF THE CITY OF KIRKLAND THE PUGET SOUND EMERGENCY RADIO NETWORK (PSERN) OPERATOR INTERLOCAL COOPERATION AGREEMENT.

1 WHEREAS, King County currently has a
2 countywide emergency public safety radio network, the
3 King County Emergency Radio Communication System
4 ("KCERCS"), supports over seventeen thousand radios and nearly
5 two hundred separate police, fire, emergency medical and other
6 governmental agencies; and
7

8 WHEREAS, portions of KCERCS are separately owned by
9 the Eastside Public Safety Communications Agency
10 ("EPSCA"), Valley Communications Center ("ValleyCom"), the
11 City of Seattle, and King County, with a jointly owned switch
12 controlling the entire network; and
13

14 WHEREAS, the KCERCS system is over twenty years old
15 and is increasingly unsupported by the supplier of the
16 system's equipment, software and related parts; and
17

18 WHEREAS, the cities of Auburn, Bellevue, Federal Way,
19 Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton,
20 Seattle, and Tukwila and King County ("Parties") have
21 determined that it is in the public interest that a new public
22 safety radio system, referred to as the Puget Sound Emergency
23 Radio System ("PSERN"), be implemented to provide public safety
24 agencies and other user groups in the region with improved
25 coverage and capacity, as well as uniformly high-quality radio
26 communications; and
27

28 WHEREAS, the Parties in 2015 entered into the Puget
29 Sound Emergency Radio Implementation Period
30 Interlocal Cooperation Agreement ("Implementation Period
31 ILA") that designates King County as the lead agency
32 for planning, procurement, financing, implementation and
33 limited operation of PSERN. The Implementation Period ILA
34 also establishes a Joint Board to oversee the PSERN Project
35 implementation; and

36 WHEREAS, the Parties each gave their 800 MHz
37 frequencies to the PSERN Project that will become elements of the
38 new PSERN system and will eventually be owned by the PSERN
39 Operator; and

40
41 WHEREAS, the Parties to the Implementation Period ILA
42 have negotiated a separate agreement, the Puget Sound
43 Emergency Radio Network Operator Interlocal Cooperation
44 Agreement to create a new separate governmental agency under
45 RCW 39.34.030(3)(b) that is organized as a non-profit corporation
46 under Chapter 24.06 RCW to assume the ownership and control
47 of PSERN following full system acceptance; and

48
49 WHEREAS, in addition to creating the new agency to be
50 called the PSERN Operator, the PSERN Operator ILA establishes
51 the terms for governance of the PSERN Operator and the terms
52 under which the PSERN Operator will undertake responsibility for
53 the ownership, operations, maintenance, management and on-
54 going upgrading/ replacing of the PSERN system during its useful
55 life; and

56
57 WHEREAS, the PSERN Joint Board, created by the
58 Implementation Period ILA, has approved the PSERN Operator ILA
59 by unanimous vote as of February 27, 2020 for legislative approval
60 by the Parties.

61
62 NOW, THEREFORE, be it resolved by the City Council of the
63 City of Kirkland as follows:

64
65 Section 1. The City Manager is hereby authorized and
66 directed to sign all documents necessary to enact the Puget Sound
67 Emergency Radio Network Operator Interlocal Cooperation
68 Agreement in substantially the same form as Attachment A to this
69 resolution, with King County and the cities of Auburn, Bellevue,
70 Federal Way, Issaquah, Kent, Mercer Island, Redmond, Renton,
71 Seattle and Tukwila for the Puget Sound Emergency Radio
72 Network Operator and to take all actions necessary to implement
73 the terms of the interlocal agreement.

74 Passed by majority vote of the Kirkland City Council in open
75 meeting this _____ day of _____, 2020.

76
77 Signed in authentication thereof this _____ day of
78 _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

PUGET SOUND EMERGENCY RADIO NETWORK OPERATOR INTERLOCAL COOPERATION AGREEMENT

This Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to chapter 39.34 RCW (the "Interlocal Cooperation Act") by and among King County and the cities of Auburn, Bellevue, Federal Way, Issaquah, Kent, Kirkland, Mercer Island, Redmond, Renton, Seattle, and Tukwila, each a political subdivision or municipal corporation of the State of Washington (individually, a "Party" and collectively, the "Parties").

RECITALS

A. The Parties, under various interlocal agreements, have been responsible for the ownership, operation and maintenance of various elements in the current King County Emergency Radio Communications System (KCERCS), a voice radio system that is nearly twenty years old and is increasingly unsupported by the supplier of the system's equipment, software and related repairs.

B. The Parties determined that it is in the public interest that a new public safety radio system be implemented that will provide public safety agencies and other user groups in the region with improved coverage and capacity, as well as uniformly high-quality emergency radio communications. Said new system is referred to herein as the "Puget Sound Emergency Radio Network System" or "PSERN System."

C. The costs of implementing the PSERN System are financed through a funding measure approved by voters at the April 2015 election.

D. The Parties executed a separate agreement ("Implementation Period ILA") that designates King County to act as the lead agency for planning, procurement, financing and implementation of the PSERN System with the oversight of a Joint Board established pursuant to the Implementation Period ILA.

E. The Implementation Period ILA contemplates that the Parties will create a new separate governmental agency under RCW 39.34.030(3)(b) that is organized as a non-profit corporation under Chapter 24.06 RCW as authorized by the Interlocal Cooperation Act to assume the ownership and control of the PSERN System following Full System Acceptance and be responsible for the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System during its useful life.

F. The purpose of this Agreement is to create the new governmental agency to be known as the "PSERN Operator" and establish the terms for governance of the PSERN Operator and the terms under which the PSERN Operator will undertake the ownership, operations, maintenance, management and on-going upgrading/replacing of the PSERN System. NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following:

1.0 RULES OF CONSTRUCTION AND DEFINITIONS

1.1 Rules of Construction

1.1.1 Unless the context requires otherwise, the singular form of a word shall also mean and include the plural (and vice versa), and the masculine gender shall also mean and include the feminine and neutral genders (and vice versa).

1.1.2 References to statutes or regulations include all current and future statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

1.1.3 References to sections, exhibits, attachments or appendices to this Agreement and references to articles or sections followed by a number shall be deemed to include all subarticles, subsections, subclauses, subparagraphs and other divisions bearing the same number as a prefix.

1.1.4 The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

1.1.5 The words “shall” or “will” shall be deemed to require mandatory action.

1.1.6 Words such as “herein,” “hereof” and “hereunder” are not limited to the specific provision within which such words appear but shall refer to the entire Agreement taken as a whole.

1.1.7 Words such as “person” or “party” shall be deemed to include individuals, political subdivisions, governmental agencies, associations, firms, companies, corporations, partnerships, and joint ventures.

1.1.8 References to “days” shall mean calendar days unless expressly stated to be “Business Days.” If the due date for a task, payment, or any other requirement falls on a Saturday, Sunday or holiday observed by King County, the due date shall be deemed to be the next Business Day.

1.1.9 The headings and captions inserted into this Agreement are for convenience of reference only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

1.1.10 This Agreement was negotiated and prepared by the Parties and their respective attorneys. The Parties acknowledge and agree that the rule of construction that an ambiguous contract should be construed against the drafter shall not be applied in any construction or interpretation of this Agreement.

1.2 Definitions

Words and terms used in this Agreement and not otherwise defined herein (including in the recitals which are hereby incorporated into this Agreement by this reference) shall be given their ordinary and usual meanings or their well-known technical industry meanings except that the following terms are defined for this Agreement as follows:

1.2.1 Board of Directors or Board means the board described in Section 4.0 of this Agreement and shall be the governing body of the PSERN Operator.

1.2.2 Agreement means this Puget Sound Emergency Radio Network Operator Interlocal Cooperation Agreement, as it may hereafter be amended or modified from time to time, together with all exhibits and appendices hereto, as they may hereafter be amended or modified.

1.2.3 Consolidated Service Area means those geographic areas of King County, Pierce County and Snohomish County, Washington, previously served by the emergency radio networks of King County, the City of Seattle, EPSCA and Valley Com, and which areas are to be prospectively served by the PSERN System. The Consolidated Service Area shall also include those other geographic areas that are added to the area served by the PSERN System as expanded in accordance with action of the Board of Directors.

1.2.4 Director means a person designated as a member of the Board of Directors pursuant to Section 4.2 of this Agreement.

1.2.5 Dispatch Center means an organization that has entered into an agreement with King County or the PSERN Operator for console service on the PSERN System.

1.2.6 EPSCA means the Eastside Public Safety Communications Agency, formed pursuant to chapters 39.34 and 24.06 RCW, created by the cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond, or its successor agency.

1.2.7 Executive Director means the chief executive officer for the PSERN Operator appointed by and serving at the pleasure of the Board of Directors.

1.2.8 Full System Acceptance or FSA means the determination issued to the PSERN System Contractor upon the Contractor satisfactorily completing the final system development phase milestone pursuant to King County Contract No. 5729347 (Contract for the Design, Development, Implementation, Testing and On-Going Support, Maintenance and Upgrade of the Puget Sound Emergency Radio System, executed on December 17, 2014).

1.2.9 KCERS means the King County Emergency Radio Communication System.

1.2.10 Operations Period means the period that commences with the first full month after FSA and continuing through the life of the PSERN System.

1.2.11 PSERN Transitional Employee means an individual: (1) who, at the time of FSA, is employed by King County, the City of Seattle, EPSCA, or ValleyCom in a management, administration, finance, operations, and/or maintenance position for a subregion of KCERCS; (2) whose employment with King County, the City of Seattle, EPSCA, or ValleyCom will be eliminated as a direct result of the PSERN project; and (3) who will not be hired by the PSERN Operator in a comparable capacity because the PSERN Operator has no or fewer comparable positions.

1.2.12 Puget Sound Emergency Radio Network Operator or PSERN Operator means the governmental agency formed under this Agreement and RCW 39.34.030(3)(b) that is organized as a nonprofit corporation under chapter 24.06 RCW as authorized by the Interlocal Cooperation Act for the purpose of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period.

1.2.13 Puget Sound Emergency Radio Network System or PSERN System means the land mobile radio system constructed under the Implementation Period ILA. It also means all equipment, software, and other work deployed during the Operations Period to provide public safety communication service(s) or an addition to an existing infrastructure during the Operations Period to provide new or additional public safety communication service(s).

1.2.14 System means an infrastructure that is deployed to provide public safety communication service(s) or an addition to an existing infrastructure to provide new or additional public safety communication service(s).

1.2.15 Service Rate means the rate or rates charged to User Agencies in accordance with the Rate Model at Exhibit A, or as it may be amended by action of the Board of Directors.

1.2.16 Services means voice, data, video, or other communication services provided to User Agencies and Dispatch Centers through an agreement with King County or the PSERN Operator.

1.2.17 User Agency means an entity that is authorized under an agreement with King County or the PSERN Operator to register and use a radio or other device on the PSERN System.

1.2.18 Valley Communications Center or Valley Com means the Governmental Administrative Agency formed by interlocal agreement under Chapter 39.34 RCW, created by the cities of Auburn, Federal Way, Kent, Renton, and Tukwila.

2.0 DURATION OF AGREEMENT

This Agreement shall be effective on the date it is last signed by an authorized representative of each the Parties and is filed and/or posted as provided in Section 15.2 ("Effective Date"). This Agreement shall remain in effect until terminated as provided in Section 12.0.

3.0 PURPOSE OF THE AGREEMENT; FINANCING; SERVICES

The purpose of this Agreement is to provide communication Services throughout the Operations Period to User Agencies and any other agencies permitted to be licensed in the 800 MHz Public Safety Radio Spectrum pursuant to 47 C.F.R. Part 90 that are within the boundaries of the Consolidated Service Area. To effectuate this purpose, the Parties hereby create a governmental administrative agency called the “Puget Sound Emergency Radio Network Operator”. The Parties each assign to the PSERN Operator the responsibility of owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period as permitted by the Interlocal Cooperation Act. The PSERN Operator shall be formed pursuant to RCW 39.34.030(3)(b) and shall be organized as a nonprofit corporation under chapter 24.06 RCW.

The Parties hereto acknowledge and agree that each is executing this Agreement in order to facilitate the creation of the PSERN Operator as a separate governmental administrative agency pursuant to the Interlocal Cooperation Act and not a “joint board” within the meaning of RCW 39.34.030(4)(a). All debts, obligations and liabilities incurred by the PSERN Operator shall be satisfied exclusively from the assets and properties of the PSERN Operator and no creditor or other person shall have any right of action against the Parties hereto, the User Agencies or any other public or private entity or agency on account of any debts, obligations, or liabilities of the PSERN Operator unless explicitly agreed to in writing by the Party hereto, the User Agency, or such entity or agency.

The expenses of the PSERN Operator shall be financed through a funding measure approved by voters at the April 2015 election and with user fees (Service Rates) to be assessed against and paid by all User Agencies. It is the intent of the Parties that Service Rates be computed as provided in Exhibit A and be set to cover all operating expenses of the PSERN Operator, unless otherwise directed by the Board of Directors.

This Agreement shall not obligate the Parties to incur debt on behalf of the PSERN Operator. Each Party’s financial obligations to PSERN shall be limited to payment of Service Rates unless otherwise agreed upon in writing.

The PSERN Operator shall have the responsibility and authority for providing communication Services as provided in this Agreement, including but not limited to owning, operating, maintaining, managing and ongoing upgrading/replacing of the PSERN System during the Operations Period and all related incidental radio communications functions.

4.0 BOARD OF DIRECTORS

4.1 Creation of Board of Directors

The PSERN Operator shall be governed by a Board of Directors that is hereby created pursuant to the Interlocal Cooperation Act and chapter 24.06 RCW that shall act in the best interests of PSERN and in furtherance of the purpose of this Agreement. The Board’s

composition, powers, responsibilities, quorum and meeting requirements shall be included in the PSERN Operator's articles of incorporation or bylaws.

4.2 Composition of the Board of Directors

4.2.1 The Board of Directors shall be composed of the four following voting members:

4.2.1.1 the King County executive, or a designee of the executive approved by the King County council;

4.2.1.2 the City of Seattle mayor, or his/her designee;

4.2.1.3 one mayor or city manager or his/her designee representing the Cities of Bellevue, Issaquah, Kirkland, Mercer Island and Redmond (the "EPSCA Cities"); and

4.2.1.4 one mayor or city manager or his/her designee representing the Cities of Auburn, Federal Way, Kent, Renton and Tukwila (the "Valley Com Cities").

4.2.2 The Board of Directors shall also include two nonvoting members to comment and participate in discussions but who are not entitled to vote on any matter. One nonvoting member shall be appointed by the King County Police Chiefs Association and one member selected jointly by the King County Fire Commissioners Association and the King County Fire Chiefs Association.

4.2.3 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall provide written notice of its initial Board of Directors member and alternate member to the Chair of the Joint Board established under the Implementation Period ILA. Thereafter, notice of a change to a Party's Board of Directors member or alternate shall be effective upon delivery of written notice to the Chair of the Board of Directors. The notice shall include the name and contact information for the new member or alternate.

4.2.4 An authorized representative of King County, the City of Seattle, the Valley Com Cities and the EPSCA Cities shall promptly replace any vacancy in its Board of Directors member or alternate and may, at any time, replace its Board of Directors member or alternate by giving notice as provided in Section 4.2.3. If the County or the City of Seattle fails to fill a vacancy for its Board of Directors member and alternate, its chief executive officer or his/her designee shall attend all meetings until one of the vacancies is filled. If one of the groups of cities listed in Sections 4.2.1.3 or 4.2.1.4 fails to fill a vacancy for its Board of Directors member and alternate, then the chief executive officer or his/her designee of one of the cities in that group shall attend all meetings until one of the vacancies is filled.

4.2.5 The officers of the PSERN Operator shall consist of a Chair, Vice Chair, a Secretary, a Treasurer and such other officers and assistant officers as may be deemed necessary and set forth in the bylaws. Any two or more offices may be

held by the same person, except the offices of Chair and Secretary. The officers shall be elected from among the voting members of the Board. The Chair shall preside at the meetings of the Board of Directors. The Vice Chair shall serve in the absence of the Chair.

4.3 Quorum and Meeting Procedures

4.3.1 A quorum for a meeting of the Board of Directors shall be all four of the Board members who have voting authority. Action by the Board of Directors shall require the affirmative vote of all four voting Board members, except as provided otherwise in this Agreement.

4.3.2 Any Board of Directors member who has voting authority may request that a vote on a measure be deferred until the next meeting. The measure shall then be deferred for one meeting unless the other three voting members find either that there is an emergency requiring that the vote be taken at the originally scheduled meeting or that a delay would likely result in harm to the public, User Agencies or the PSERN Operator. A vote on the same measure shall not be deferred a second time without the concurrence of the majority of the Board of Directors' voting members.

4.3.3 The Board of Directors shall establish bylaws and procedures for its operations and meetings including setting a regular meeting schedule and location, providing for the scheduling of special and emergency meetings, and providing for attendance by telephone or other electronic voice communication.

4.3.4 The regular meeting schedule shall be established by the Board of Directors, with a minimum of two meetings being held each calendar year. Special or emergency meetings may be called by the Chair or by at least two voting members of the Board.

4.3.5 The first meeting of the Board of Directors will be held as soon as practicable and necessary to begin operations of the PSERN Operator. The members described in Section 4.2.3 shall attend the meeting and shall elect a Chair and Vice Chair to serve a term that will begin upon election and extend through the remainder of that calendar year and the calendar year immediately following. Thereafter, the Board of Directors shall elect a Chair and Vice Chair at the final meeting of each year to allow each to serve a two-year term that will begin on January 1 of the following year.

4.3.6 The Board of Directors shall hold an annual meeting to coincide with the first regular meeting each year. During the annual meeting, the Executive Director shall report on the state of the PSERN Operator.

4.3.7 The Board of Directors shall take actions by vote and each voting Board member shall be entitled to one vote. All votes shall have equal weight in the decision-making process. Any voting Board member may call for a vote on an issue. Meetings shall be conducted according to the most recent edition of Robert's Revised Rules of Order unless otherwise directed by the Board of Directors.

4.3.8 Board members must be present at a meeting to vote and may not vote by proxy, provided that, if provided for in the bylaws, a member may participate in Board meetings and may vote on Board issues via telephone or other electronic voice communication.

4.3.9 The Board of Directors shall comply with applicable requirements of the Washington State Open Public Meetings Act, Chapter 42.30 RCW.

4.3.10 An alternate attending Board of Directors meetings on behalf of a regular member of the Board shall be considered to be a member for purposes of that meeting and entitled to exercise all rights of the member to participate in such meetings, including participating in discussion, making motions, and voting on matters coming before the Board.

4.3.11 Notwithstanding any other provision in this Agreement, the Board of Directors may take action by three affirmative votes when each of the following conditions is met: (1) a matter has been identified for action in the notice or proposed agenda for at least two meetings in a row, and (2) both meetings were regularly scheduled meetings or properly notified and scheduled special meetings in accordance with the bylaws and RCW 42.30, and (3) the same voting member failed to attend both meetings and failed to send an alternate. In this event, for this one action item only, a quorum of the Board of Directors will consist of three members.

4.4 Board of Directors Actions

The PSERN Operator, through its Board of Directors, shall have all powers allowed by law for interlocal agencies created under RCW 39.34.030 and chapter 24.06 RCW, as they now exist or may hereafter be amended, and as authorized, amended, or removed by the Board of Directors, as provided for in this Agreement, and including but not limited to the following:

- a. Amend this Agreement, subject to Section 15.13;
- b. Establish committees and advisory groups to perform activities related to the PSERN System;
- c. Adopt and amend budgets and approve expenditures;
- d. Adopt and amend policies and bylaws for the administration and regulation of the PSERN Operator;
- e. Adopt and amend purchasing and contracting policies consistent with state law;
- f. Direct and supervise the activities of the Operating Board;
- g. Direct the activities of the Executive Director;

- h. If the Board determines that the Executive Director will be directly hired as an employee of the PSERN Operator, then the Board shall hire, set the compensation for, and be authorized to terminate the employment of the Executive Director.
- i. If the Board determines that the Executive Director will be a contracted employee from another governmental agency, the Board will contract for an “at will” employee approved by the Board and who may be terminated from the position by a unanimous vote by the Board.
- j. Evaluate the Executive Director's performance and give the Executive Director a written evaluation of his or her performance at least annually;
- k. Establish a fund or special fund or funds as authorized by RCW 39.34.030;
- l. Establish Service Rates in accordance with Exhibit A or any amendments thereto;
- m. Review and amend terms of use for User Agencies, as necessary;
- n. Conduct regular and special meetings;
- o. Approve PSERN operation and maintenance standards;
- p. Determine the Services the PSERN Operator shall offer and the terms under which they will be offered;
- q. Approve agreements with third parties;
- r. Incur financial obligations in the name of the PSERN Operator to make purchases or contracts for Services to implement the purposes of this Agreement; provided, however, nothing in this Agreement shall authorize the PSERN Operator to issue bonds or incur indebtedness in the name of any Party hereto or that shall be considered a debt or a guarantee of any Party hereto without its express written consent;
- s. Purchase, take, receive, lease, take by gift, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, in the name of the PSERN Operator;
- t. Sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all of its real or personal property, or any interest therein, and assets;
- u. Sue and be sued, complain and defend, in all courts of competent jurisdiction;
- v. Hold licenses for radio frequencies;

- w. Recommend action to the legislative bodies of the Parties and User Agencies;
- w. Delegate the Board of Directors' authority under this Agreement subject to any applicable law and to such limitations and conditions as the Board of Directors may establish;
- x. Enter into agreements with other agencies to accomplish tasks for the PSERN Operator such as agreements for services such as procurement and property leasing;
- y. Contract for staff through agreements with other agencies that specify the employment policies, compensations amounts, and supervisory structure that will apply to such staff;
- z. Exercise any powers necessary to further the goals and purposes of this Agreement that are consistent with the powers of the Parties;
- aa. Add parties to this Agreement and concurrently amend the membership of the Board of Directors, subject to the limitations of Section 15.13;
- bb. Take necessary actions to prepare and plan for a public safety radio system(s) to succeed the PSERN System;
- cc. To the extent permitted by law, accept loans or grants of funds from any federal, state, local or private agencies and receive and distribute funds; and
- dd. The PSERN Operator shall have no power to levy taxes.

4.5 Impasse Resolution Procedure

4.5.1 If a matter requiring Board action is moved at a Board of Directors meeting but fails for lack of a unanimous vote by all four (4) Directors, a voting Director may submit written notice of an impasse to the other Directors and the Executive Director. The notice shall include a statement of the action being sought and the history of any Board deliberation or vote(s) on the matter.

4.5.2 Within seven (7) days of receipt of a notice of impasse, the Board Chair shall designate a mediator to assist the Board in resolving the impasse. The mediator shall be experienced in resolving disputes among public sector and/or nonprofit agencies and may not be an employee or consultant of any of the Parties, unless otherwise agreed to by the Parties.

4.5.3 The Parties agree that it is essential to the success of the PSERN System that any impasse be resolved as quickly as possible and accordingly agree to instruct their respective Directors to cooperate with the mediator in good faith, including expediting responses to any mediator requests for information and discussion.

4.5.4 The mediator shall promptly investigate the impasse and the respective positions of the voting Directors. The mediator may recommend one or more non-binding alternatives for resolving the impasse. Regardless of the outcome of the mediation, the cost of the mediator's fees and expenses shall be divided into four equal parts to be paid by (1) the County, (2) the City, (3) the EPSCA Cities and the (4) Valley Com Cities. The EPSCA Cities and Valley Com Cities shall each be responsible for apportioning their one quarter share of the costs among their members and for informing the PSERN Operator of the apportionment. The PSERN Operator shall pay the mediator and invoice each Party for its share. Each Party shall pay the PSERN Operator within thirty (30) days of the Party's receipt of the invoice.

4.5.5 If the impasse is not resolved within ten (10) days of the mediator providing his/her recommendation(s), the Elected Executives Committee (EEC) shall meet with the Board of Directors to attempt to resolve the impasse. The EEC shall be composed of the King County Executive; the Mayor of the City of Seattle; one elected official designated by the EPSCA Cities; and one elected office designated by the Valley Com Cities. The Board of Directors and the EEC shall convene to consider the matter and attempt to reach a resolution, which may include re-submitting the matter for a Board of Directors vote, not later than twenty (20) days after the date the mediator provided his/her recommendation(s).

5.0 OPERATING BOARD

The Board of Directors will create an Operating Board of PSERN System User Agencies, which will include at least one fire commissioner as a member, to provide advice and perform other duties as deemed appropriate by the Board of Directors. The obligation to create and maintain an Operating Board shall be included in the PSERN Operator's articles of incorporation or bylaws.

6.0 EXECUTIVE DIRECTOR

If the Executive Director is directly hired as an employee of the PSERN Operator, the Board shall be responsible for the appointment and termination of the Executive Director. If the Board enters into an agreement with another governmental agency to contract for an Executive Director, the agreement shall give the Board the authority to appoint the Executive Director and to terminate the Executive Director from his/her position.

The Executive Director shall report to the Board of Directors and shall regularly advise the Board on matters related to the operation and functions of the PSERN System and the PSERN Operator, including proposed budgets, financial and liability issues, and all other appropriate matters related to the PSERN System and the PSERN Operator. The Executive Director may also request assistance from the Operating Board to address tasks calling for technical and user-related expertise.

6.1 Executive Director Duties

The Executive Director shall:

- a. Manage the PSERN Operator's day-to-day activities consistent with applicable policies, procedures, and standards;
- b. Retain appropriate PSERN Operator staff either through the direct hire of such staff or through an agreement with an agency to provide such staff;
- c. Hire, evaluate, supervise, discipline, and terminate staff in compliance with applicable budget, policies, procedures, agreements and standards;
- d. Propose and administer Annual Budgets including a contingency;
- e. Consistent with applicable budget and procurement policies adopted by the Board, approve expenditures and sign contracts in amounts as established by the Board of Directors without additional approval of the Board of Directors;
- f. Track the performance of PSERN systems and Services;
- g. Provide support to the Board of Directors;
- h. Recommend policies, procedures, and standards, and changes thereto, including without limitation policies governing the procurement of goods, services, public works and improvements, staffing and emergency responses;
- i. Provide written monthly reports to the Board of Directors describing the PSERN Operator's budget status, PSERN System performance against targets, partial or full PSERN System outages, purchases equal to or greater than \$10,000, and usage statistics;
- j. Maintain and manage records in accordance with applicable state and federal laws and regulations;
- k. Prepare an annual report for the PSERN Operator as required by RCW 23.95.255; and
- l. Perform other duties as assigned by the Board of Directors.

6.2 Qualifications and Status of the Executive Director

The Executive Director shall have experience or comparable equivalent skills in the technical, financial and administrative fields of public safety radio and his or her appointment shall be on the basis of merit only. If the Executive Director is directly hired by the PSERN Operator, he/she will serve in an "at will" position that may not be modified by any PSERN Agency policy, rule, or regulation regarding discipline or termination of PSERN Agency employees, and accordingly, the Executive Director may only be terminated from his or her position by the Board of Directors.

7.0 EMERGENCY PROCEDURES

In the case of an emergency, the Executive Director shall have the authority to issue a determination of emergency under applicable law. The Executive Director shall communicate to the Board of Directors each decision made pursuant to any emergency determination as soon as reasonably possible and shall issue a written finding of the existence of the emergency no later than two weeks following the award of any contract executed pursuant to the emergency determination.

8.0 PSERN OPERATOR EMPLOYMENT

8.1 Employees Generally

The Board of Directors shall require the PSERN Operator to comply with all applicable federal, state and local laws, ordinances and regulations pertaining to all current and future employees. In addition, the PSERN Operator shall be an equal opportunity employer and make reasonable efforts to maintain a diverse work force.

8.2. Employment of Current Regular Employees

8.2.1 Offer of Employment

8.2.1.1 As of the Effective Date of this Agreement, there are 3.0 FTE City of Seattle employees and 8.0 FTE King County employees who are employed to primarily work on KCERCS infrastructure and whose job duties will be assumed by the PSERN Operator after FSA ("Qualified Employees"). It is the intention of the Parties that each of those Qualified Employees have the option of working for the PSERN Operator and that the PSERN Operator and the County and City of Seattle will work cooperatively to transition the employees who accept such option to work for the PSERN Operator on a schedule that does not adversely impact public safety functions prior to FSA.

8.2.1.2 Directly Hired Employees

If the Board of Directors determines that PSERN Operator staff shall be directly hired by the PSERN Operator and to implement the intent of Section 8.2.1., then no later than the date to be set by the Board of Directors, the PSERN Operator will offer employment to each of the Qualified Employees for similar employment with the PSERN Operator. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the Board of Directors. Each Qualified Employee who accepts the offer shall become a "Transferring Employee." The PSERN Executive Director shall use best efforts to ensure each Transferring Employee a smooth and prompt transition to employment with the PSERN Operator.

The Board of Directors shall require the PSERN Operator to use its best efforts to offer the Transferring Employees opportunities for professional advancement and a package of employee benefits that are similar to the

opportunities and benefits available to the Transferring Employees at their current agency at the time of transition to PSERN employment.

8.2.1.3 Agency-Provided Employees

If the Board of Directors determines that PSERN Operator staff will be contracted for through an agreement with another governmental agency, then no later than the date set by the Board of Directors, the agency providing such staff will offer employment to each of the Qualified Employees for similar employment with the agency for PSERN Operator work. The offer shall remain open for no more than thirty (30) days unless otherwise determined by the agency providing the PSERN Operator staff. Each Qualified Employee who accepts the offer shall become an "Agency Employee." The agency providing PSERN Operator staff shall use best efforts to ensure each Agency Employee a smooth and prompt transition to employment with the agency and work for the PSERN Operator.

8.2.2 Retirement Benefits

If the Board of Directors determines that PSERN Operator staff shall be directly hired, then the PSERN Operator will participate in the Public Employees' Retirement System (PERS) and will offer PERS retirement benefits through the Washington State Department of Retirement Systems to Transferring Employees and Transitional Employees.

8.3 Temporary Employment of PSERN Transitional Employees

8.3.1 Any PSERN Transitional Employee who requests temporary employment with the PSERN Operator shall be employed as a temporary employee by the PSERN Operator or if the PSERN Operator does not directly hire its employees, then by the agency providing staff for the PSERN Operator.. The period of temporary employment shall not exceed eighteen (18) months from the time of transition to such employment or a shorter duration if requested by the PSERN Transitional Employee. The time of transition shall be within 60 days after FSA unless another date is agreed to by the PSERN Operator and the PSERN Transitional Employee.

8.3.2 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees shall be entitled to a salary and package of benefits similar to what the Transitional Employee received prior to his or her transition to PSERN Operator work. The full cost of compensation, including salary and benefits, provided to PSERN Transitional Employees shall be paid by the PSERN Operator, either directly or pursuant to an agreement with another agency for the provision of staff.

8.3.3 While employed as temporary employees performing work for the PSERN Operator, PSERN Transitional Employees must meet all employment requirements applicable to permanent PSERN Operator employees or employees of the applicable employing agency. Nothing in this Agreement shall preclude the

PSERN Operator's or applicable employing agency's ability to take employment action, up to and including termination of employment, regarding a PSERN Transitional Employee who fails to meet any requirement of his/her employment.

8.3.4 Nothing in this section shall preclude the PSERN Operator or an applicable employing agency from hiring a PSERN Transitional Employee serving as a temporary employee to a permanent position.

8.4 No Third-Party Beneficiaries.

Employees affected by this Agreement are not intended to be third-party beneficiaries to this Agreement and cannot sue to enforce its terms.

9.0 Service Level Requirements

9.1 Contractor Services

The PSERN Operator shall ensure the following services are provided by the Contractor throughout the expected service life of the PSERN System:

- (i) technical support;
- (ii) infrastructure repair;
- (iii) System updates; and
- (iv) System upgrades.

9.2 Minimum Performance

The PSERN Operator shall ensure the following minimum performance requirements for the PSERN System:

- (i) DAQ 3.4;
- (ii) 97% reliability;
- (iii) 97% portable on-street coverage in the Primary Bounded Area;
- (iv) 95% portable on-street coverage in the Highway Buffer Covered Areas;
- (v) grade of service of 1.0;
- (vi) 99.999% availability of backhaul;
- (vii) at least 17db added signal above the baseline PSERN design within the three (3) polygon coverage areas shown in Exhibit B; and
- (viii) provide 97% portable on-street coverage with 97% SAR (service area reliability) in the three (3) polygon coverage areas shown in Exhibit B.

10.0 RESERVED

11.0 WITHDRAWAL AND REMOVAL

11.1 Withdrawal of a Party

11.1.1 A Party may withdraw from this Agreement effective on the last day of a calendar year by giving written notice to the Board at least two years prior to the proposed effective date for withdrawal.

11.1.2 Any Party that has given notice of its intent to withdraw must meet with the Executive Director or his or her designee to develop a departure plan that is intended to ensure an orderly separation of the Party from the PSERN Operator in a manner that is consistent with this Agreement. The departure plan may include the transfer of funds and equipment or other assets and such plan must be approved by unanimous vote of the Board of Directors.

11.1.3 Costs of Withdrawal

11.1.3.1 A Party that withdraws shall remain responsible for any obligations that arose prior to the effective date of the withdrawal and for any that are specified under Section 15.17 as surviving a withdrawal.

11.1.3.2 As a condition of withdrawal, the withdrawing Party must pay any direct costs resulting from the withdrawal. The Board of Directors may also set a different withdrawal date as it deems appropriate; however, the withdrawal date shall not be later than one year after the withdrawing Party's proposed withdrawal date.

11.1.3.3 Any costs or other amounts owed by a withdrawing Party under this Agreement or any other agreement between the withdrawing Party and the PSERN Operator shall be paid prior to the effective date of the withdrawal or, if such amounts are not then known or established, then within thirty (30) days after the amount is known or established. However, the withdrawing Party shall not be responsible for amounts not known or established within one hundred (100) days of the date of withdrawal.

11.1.4 A member of the Board of Directors representing a Party that has given notice of withdrawal which is effective at a future date, shall be authorized to cast votes with the Board of Directors only on budgets and other items to be implemented prior to the withdrawal date unless permission to vote on a matter is granted by all remaining Board members.

11.1.5 A Party that has given its notice of withdrawal may revoke its notice of withdrawal by delivering a written notice of such revocation to the Board of Directors. The Board, in its sole discretion, may by unanimous vote of the remaining members of the Board, determine to accept or deny the revocation and under what conditions any acceptance shall be permitted.

11.1.6 If a Party withdraws from this Agreement, the withdrawing Party will forfeit any and all rights it may have to PSERN System real, personal, or intellectual property and any rights to participate in the PSERN Operator, unless otherwise provided by the Board of Directors.

11.2 Removal of a Board Member.

The Board of Directors may, by majority vote and for cause, remove a Board member from the Board of Directors and terminate the Board member's right to participate in governance of the PSERN Operator. Immediately after the vote removing a Board member, the Party's alternate shall become its Board of Directors member. If the Party has not designated an alternate, the vacancy provisions in Section 4.2.4 shall apply. Cause for removal may include failure to act in good faith in participating in the Board of Directors and willful, arbitrary failure to perform the Board member's obligations as set forth in this Agreement.

12.0 DISSOLUTION AND TERMINATION

12.1 Three (3) or more Directors may, at any one time, call for a vote on the complete dissolution of the PSERN Operator and termination of this Agreement. Upon both: (a) the affirmative vote of a majority of the full Board for dissolution and termination; and (b) the affirmative vote of a majority of the Parties' legislative bodies for dissolution and termination, the Board shall establish a task force to determine how the PSERN System assets and liabilities will be divided upon such dissolution and termination. For purposes of this section, each Party shall determine what constitutes an affirmative vote of its legislative body.

12.2 Approval of the plan for disposition of the PSERN System assets and liabilities (the "Disposition Plan") shall require a unanimous affirmative vote of the full Board. If the Board fails to approve the Disposition Plan within one (1) year of the last legislative body vote under Section 12.1.b, the Parties shall proceed with the impasse resolution procedures in Section 4.5.

12.3 Following the approval of the Disposition Plan, the PSERN Operator shall wind up business in accordance with the Disposition Plan and any other terms set by the Board. The Board shall set the date for termination of this Agreement by affirmative majority vote of the full Board.

13.0 LEGAL RELATIONS

13.1 Employees and No Third Party Beneficiaries

13.1.1 Nothing in this Agreement shall make any employee of one Party an employee of another Party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded by virtue of their employment. No Party assumes any responsibility for the payment of any compensation, fees, wages, benefits or taxes to or on behalf of any other Party's employees. No employees or agents of one Party shall be deemed, or represent themselves to be, employees of another Party.

13.1.2 It is understood and agreed that this Agreement is solely for the benefit of the Parties and gives no right to any other person or entity.

13.2 Indemnification.

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Parties and their respective officials and employees, from any and all claims, arising out of, or in any way resulting from, the indemnifying Party's willful or negligent acts or omissions arising out of this Agreement. No Party will be required to indemnify, defend, or save harmless any other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of that other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, these indemnity provisions shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to each of the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. Any loss or liability resulting from the negligent acts, errors, or omissions of the Board of Directors, Operating Board, Executive Director and/or staff, while acting within the scope of their authority under this Agreement, shall be borne by the PSERN Operator exclusively.

13.3 Insurance

The Board of Directors, Executive Director, and PSERN Operator shall take such steps as are reasonably practicable to minimize the liability of the Parties, including but not limited to the utilization of sound business practices. The Board of Directors shall determine which, if any, insurance policies or self-insurance programs for governmental entities authorized in the State of Washington may be reasonably and practicably acquired to cover liability exposures and other potential losses arising from the operations of the PSERN Operator and the activities of the Parties pursuant to this Agreement (which may include Directors and Officers, Commercial General Liability, Auto, Workers' Compensation, Stop Gap/Employer's Liability, errors and omissions, crime/ fidelity insurance, CyberRisk, property damage or loss), and shall direct the acquisition of same.

14.0 PUBLIC RECORDS

14.1 The Executive Director shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with the policies, procedures and retention schedules as may be established by the Board of Directors.

14.2 Each Party shall keep records related to the PSERN System and PSERN Operator as required by law and in accordance with such the policies, procedures and retention schedules as may be established by the Party, and each Party shall be responsible for responding to public disclosure requests addressed to it in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Party.

14.3 The Executive Director shall be responsible for responding to public disclosure requests addressed to the PSERN Operator in accordance with the Washington Public Records Act, Chapter 42.56 RCW, and such procedures as may be established by the Board of Directors.

15.0 GENERAL

15.1 RESERVED

15.2 Filing of Agreement

Pursuant to RCW 39.34.040, prior to its entry into force, this Agreement shall be filed with the King County Recorder's Office or, alternatively, listed by subject on a Party's web site or other electronically retrievable public source.

15.3 Time of the Essence

The Parties recognize that time is of the essence in the performance of the provisions of this Agreement.

15.4 Compliance with Laws

During the term of this Agreement, the Parties hereto agree to comply with all federal, state, and local laws as necessary to carry out the terms of this Agreement. Further, to the extent that any emergency communication Services involve the retention, security, confidentiality or other handling of certain "protected" health information under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations thereunder by the U.S. Department of Health and Human Services and other applicable laws including chapter 70.02 RCW, the Washington Uniform Health Care Information Act, as amended, the Parties agree to comply with such laws and execute documents as necessary to implement the requirements under such laws.

15.5 Specific Performance

In the event a Party fails to perform an obligation under this Agreement, the other Parties or any one of them shall have the right to bring an action for specific performance, damages and any other remedies available under this Agreement, at law or in equity.

15.6 No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver, excuse, or consent shall be in writing and signed by the Party or Parties claimed to have waived or consented. If the waiving or consenting Party is the PSERN Operator, then the writing must be signed by all of the voting members of the Board of Directors. Waiver of any default of this Agreement shall not be deemed a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach. Waiver of such default and waiver of such breach shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval of all Parties.

15.7 Parties Not Relieved of Statutory Obligation

Pursuant to RCW 39.34.030(5), this Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law except that, to the extent of actual and timely performance thereof by the Board of Directors, the performance may be offered in satisfaction of the obligation or responsibility.

15.8 Nondiscrimination

The Parties shall comply with the nondiscrimination requirements of applicable federal, state and local statutes and regulations.

15.9 No Assignment

No Party shall transfer or assign a portion or all of its responsibilities or rights under this Agreement, except with the prior authorization of the Board of Directors.

15.10 Merger, Consolidation or Sale of All or Substantially All Assets

Approval of the merger or consolidation of the PSERN Operator with another entity, or the sale of all or substantially all assets of the PSERN Operator, shall require a unanimous vote of the Board of Directors.

15.11 Dispute Resolution

If one or more Parties believe another Party has failed to comply with the terms of this Agreement, the affected Parties shall attempt to resolve the matter informally. If the Parties are unable to resolve the matter informally, any Party may submit the matter to mediation under Section 4.5. In any event, if the matter is not resolved, then any Party shall be entitled to pursue any legal remedy available.

15.12 Entire Agreement

The Parties agree that this Agreement, including any attached exhibits, constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

15.13 Amendments

15.13.1 Except as provided in this Section, the Agreement may be amended by the Board of Directors from time to time in order to carry out the corporate purposes of the PSERN Operator. Any such modification shall be in writing and executed by the Chair of the Board of Directors after providing not less than thirty (30) days' advance written notice to all Parties of such proposed modification, and upon unanimous approval of the Board of Directors. However, the following terms of this Agreement may only be amended in writing after approval of each of the legislative bodies of Seattle, King County, EPSCA, and Valley Com; however, for purposes of this legislative determination, EPSCA and Valley Com will each be responsible to

determine what constitutes legislative approval or disapproval from their member cities, before tendering their single vote on amendment:

- a. Expansion of the PSERN Operator's scope of services or Party funding obligations described in Section 3.0.
- b. The composition of the Board of Directors.
- c. Addition of new Parties.
- d. Voting rights of members of the Board of Directors.
- e. Powers of the Board of Directors.
- f. Hold harmless and indemnification requirements.
- g. Provisions regarding duration, dissolution, termination or withdrawal.
- h. The conditions of this Section.

15.13.2 Nothing in this Section 15.13 shall be construed to require legislative authority consent for the agreement to serve an additional User Agency.

15.14 Notices

15.14.1 Any notice under this Agreement shall be in writing and shall be addressed to the Parties as listed below. Any notice may be given by certified mail, courier delivery, or personal delivery. Notice is deemed given when delivered. Email, acknowledgement requested, may be used for notice that does not allege a breach or dispute under this Agreement. Email notice is deemed given when the recipient acknowledges receipt.

15.14.2 The names and contact information set forth in this Agreement shall apply until amended in writing by a Party providing new contact information to each other Party and the date the amendment is effective.

15.15 Conflicts

15.15.1 In the event that any conflict exists between this Agreement and any exhibits hereto, the Agreement shall control.

15.15.2 In the event of a conflict between any provision of this Agreement and a provision of the Implementation Period ILA, the Implementation Period ILA shall control unless otherwise determined by the Board of Directors pursuant to vote under Section 4.3.1.

15.16 Choice of Law; Venue

This Agreement and any rights, remedies, and/or obligations provided for in this Agreement shall be governed, construed, and enforced in accordance with the substantive and procedural laws of the State of Washington. The Parties agree that the Superior Court of King County, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

15.17 Severability

The provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated by a court of competent jurisdiction to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of this Agreement and the remaining provisions shall remain in full force and effect.

15.18 Survival Provisions

The following provisions shall survive and remain applicable to each of the Parties notwithstanding any termination or expiration of this Agreement and notwithstanding a Party's withdrawal or removal from this Agreement.

Section 13	Legal Relations
Section 14	Public Records
Section 15.16	Choice of Law; Venue

15.19 Counterparts

This Agreement shall be executed in counterparts, any one of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

15.20 Execution

This Agreement shall be executed on behalf of each Party by its duly authorized representative, pursuant to an appropriate motion, resolution, or ordinance of such Party.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed their names and indicated the date of signing in the spaces provided below.

KING COUNTY

CITY OF AUBURN

Name _____
Title _____

Date _____

Approved as to Form:

Deputy Prosecuting Attorney

CITY OF BELLEVUE

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ISSAQUAH

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KENT

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF KIRKLAND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF REDMOND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MERCER ISLAND

Name _____

Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF RENTON

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF SEATTLE

Name _____
Title _____

Date _____

Approved as to Form:

City Attorney

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF TUKWILA

Name _____
Title _____

Date _____

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

Cost Allocation Model

For the first year of PSERN System operation, rates to be paid by each User Agency and Dispatch Center will be computed as provided in this Exhibit A. The PSERN System annual operating budget and the number of public safety radios, other radios, and consoles will be known quantities at the time the rates are computed.

Division of Budget Between Radios and Consoles

Percentage of annual budget to be paid with radio user fees = X.

Percentage of annual budget to be paid with console user fees = Y.

$X = \frac{[83\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for radio-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

$Y = \frac{[17\% \text{ of employee-related costs in the PSERN System annual operating budget} + \text{annual vendor costs for console-related equipment}]}{\text{PSERN System annual operating budget}} \times 100.$

Public Safety and Other Radio Rates

X% of the PSERN System annual operating budget will be paid with public safety radio rates and other radio rates combined.

The other radio rate shall be 78% of the public safety radio rate.

$X\% \text{ of PSERN System annual operating budget} = [12 \times \text{the monthly public safety radio rate} \times \text{the number of public safety radios}] + [12 \times \text{the monthly other radio rate} \times \text{the number of other radios}].$

Console Rates

Y% of the PSERN System annual operating budget will be paid with console rates.

$Y\% \text{ of PSERN System annual operating budget} = 12 \times \text{the monthly console rate} \times \text{the number of consoles}.$

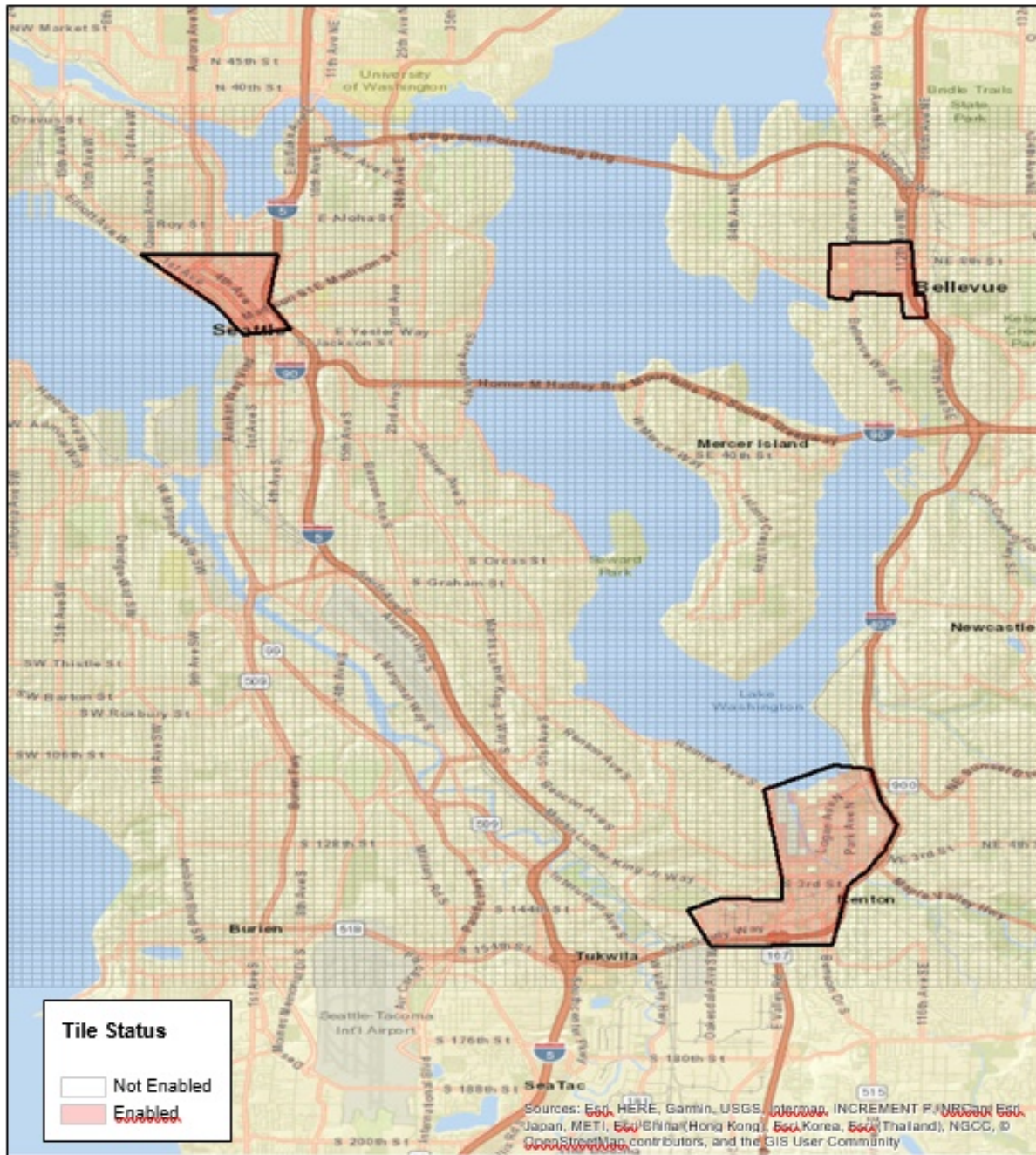
END OF EXHIBIT A.

Exhibit B

Polygon Coverage Areas with Added Signal



Puget Sound Emergency Radio Network
May 17, 2019



Motorola Solutions Confidential Restricted

Pricing 7-1



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

MEMORANDUM

To: City Council

From: Kurt Triplett, City Manager

Date: July 14, 2020

Subject: REVISED SAFE, INCLUSIVE AND WELCOMING FRAMEWORK

Recommendation

City Council reviews the revised draft Resolution R-5434 (Attachment A), affirming that Black lives matter and establishing a framework to becoming a safe, inclusive and welcoming community. The Council also provides feedback for final adoption at the August 4, 2020 Council meeting. The revised Resolution incorporates changes based on comments received from the community and the Council during the July 7th public hearing as well as from additional Council and stakeholder input.

Background

Since the tragic killing of George Floyd by a police officer on May 25, 2020 in Minneapolis, Minnesota there have been numerous marches and rallies in Kirkland calling for an end to structural racism and for the City to demonstrate that Black lives matter. At the June 16, 2020 Council meeting, the Council issued a statement directing the City Manager to develop a framework for the City's response to the community. At the July 7, 2020 Council meeting, the Council held a public hearing on the draft framework, Resolution R-5434.

R-5434 was drafted based on four key guiding principles.

- Build on previous City work to become safe, inclusive and welcoming.
- Listen, learn and partner with the Black community and People of Color on actions and outcomes.
- Create broad community engagement to identify actions to increase the safety of Black residents and visitors and reduce structural racism.
- Create policy and program outcomes that are specific, measurable, timely and funded.

The engagement with the Black community, non-profits, community-based organizations, experts and other community members is intended to inform the Council's 2021-2022 Biennial Budget deliberations in the fall of 2020, as well as potential legislative actions for the Council or state legislature.

Revisions to R-5434

The revisions to R-5434 are shown in track changes in Attachment A. Highlights are included below.

A new "WHEREAS" section is added stating:

WHEREAS, community members have encouraged the City to evaluate police policies against Campaign Zero's "8 Can't Wait" actions to end police violence, and to commit to President Barack Obama's four part Mayor's Pledge, which includes: reviewing the City's police use of force policies; engaging the Kirkland community by including a diverse range of input, experiences, and stories in the review; reporting the findings of the review to the community and seeking feedback; and reforming the City's police use of force policies; and Resolution R-5434 incorporates the elements of both initiatives;

In Section 1, the "Transparency" strategies, a new subsection "*Developing a School Resource Officer public dashboard;*" has been added.

In Section 2, the "Accountability" strategies, the scope is expanded beyond police use of force and two new subsections are added:

- *Conducting a comprehensive review of City procurement and contracting processes and documents to eliminate barriers for disadvantaged businesses enterprises to compete for City projects;*
- *Evaluating whether the public art and public symbols in Kirkland are welcoming to all community members and expanding the diversity of public art to be more inclusive.*

Contracting and Procurement

On July 10, the City Manager met with Kirkland residents Luis Navarro and Ollie Garrett. Mr. Navarro is the Director of Workforce Development, Office of Equity Diversity and Inclusion and the Port of Seattle, and Ms. Garrett is President and CEO of PMT Solutions in Bellevue and also President of the Tabor 100, an association of entrepreneurs and business advocates who are "committed to economic power, educational excellence and social equity for African-Americans and the community at large." Mr. Navarro and Ms. Garrett provided insight on how the City of Kirkland could increase the participation of women and minority-owned businesses in Kirkland projects and assist City Finance and Capital Projects staff to identify barriers and remove them. As a result of that meeting, staff added the subsection on procurement and contracting. Future meetings with Mr. Navarro and Ms. Garret are being scheduled.

Staff is seeking Council input and direction on final changes to Resolution R-5434. The final Resolution and funding options will be brought back for discussion and action at the August 4 Council meeting.

Attachment A: Revised Resolution R-5434

RESOLUTION R-5434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AFFIRMING THAT BLACK LIVES MATTER AND 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

1 WHEREAS, On February 21, 2017 the City Council adopted
2 Resolution R-5240 declaring Kirkland a Safe, Inclusive and Welcoming
3 Community for all people; and
4

5 WHEREAS, following adoption of Resolution R-5340, the City has
6 taken many budgetary and policy actions to make progress towards this
7 goal but recognizes there is still much more to be done to achieve
8 equity, justice and inclusion for everyone; and
9

10 WHEREAS, since the tragic killing of George Floyd by a police
11 officer on May 25, 2020 in Minneapolis, Minnesota, there have been
12 dozens of protests, marches and rallies in Kirkland calling for an end to
13 structural racism and for the City to demonstrate that Black lives matter;
14 and
15

16 WHEREAS, at the June 16, 2020 City Council meeting, the
17 Council issued a formal statement to the community on issues of
18 structural racism and injustice and requesteding that the City Manager
19 develop "a framework for a citywide response to the issues of bias and
20 racism towards our Black and brown community members" to be
21 presented at the July 7, 2020 Council meeting; and
22

23 WHEREAS, the June 16 statement also asked the City Manager
24 to bring to the July 7, 2020 Council meeting "a request for necessary
25 resources for early implementation actions and community-wide
26 conversations on these critical topics"; and
27

28 WHEREAS, the Eastside Race and Leadership Coalition has for
29 several years brought together local stakeholders from across the
30 community in pursuit of a vision in which the diversity of leaders in local
31 government, social service and non-profit organizations, commerce and
32 education sectors reflect those living in the communities, and that the
33 decisions they make respect the cultural and social differences of those
34 living, working, learning and growing in these communities and
35 eliminate barriers that would otherwise keep them from achieving their
36 fullest potential; and
37

WHEREAS, several notable Black leaders from the Eastside Race and Leadership Coalition formed a group called the Right to Breathe Committee, and since June 12, 2020th have been engaging the City in discussions and have called upon the City to abolish systemic Anti-Blackness to ensure equal justice, provide oversight and accountability through equitable shared decision-making that embodies the phrase "nothing about us without us", and de-escalate encounters involving people enforcing laws and rules against Black people; and

WHEREAS, community members have encouraged the City to evaluate police policies against the national Campaign Zero's "8 Can't Wait" campaign to end police violence, and to commit to President Barack Obama's four part "Mayor's Pledge, which includes: reviewing the City's police use of force policies; engaging the Kirkland community by including a diverse range of input, experiences, and stories in the review; reporting the findings of the review to the community and seeking feedback; and reforming the City's police use of force policies;

WHEREAS, this resolution incorporates elements of the "8 Can't Wait" and "Mayor's Pledge" initiatives and is also intended to create a path to progress on the goals of community stakeholders seeking change;for all the reasons stated above;

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

Section 1. The City Manager is hereby directed to develop Transparency strategies to allow the community and the Council to understand how the City as an organization is performing. These strategies shall include but are not limited to:

- a. Developing a police "use of force" public dashboard;
- a.b. Developing a School Resource Officer public dashboard;
- b.c. Developing a Human Resources public dashboard;
- c.d. Developing a Human Services public dashboard; and
- d.e. Other strategies identified by the community and the Council.

Section 2. The City Manager is further directed to develop Accountability strategies to allow the community and the Council to understand the City's current police use of force policies and identify possible changes to such policies and other City organizational structures, programs, and policies. These strategies shall include but are not limited to:

- a. "8 Can't Wait" police use of force policy review;
- b. Contracting for third party policy use of force review and use of force data evaluation and analysis;
- c. Structured Council use of force policy and data deliberations;
- e.d. Evaluating options for independent civilian oversight of police use of force.
- d.e. Developing a police body camera pilot program;
- e.f. Review of national best practices for alternatives to police for

- 89 serving those experiencing homelessness, behavioral health
 90 issues, drug addiction and other community challenges;
 91 g. Contracting for a City organizational "equity assessment" to
 92 identify gaps in diversity, inclusion and proposed action steps
 93 to address the gaps;
 94 h. Conducting a comprehensive review of City procurement and
 95 contracting processes and documents to eliminate barriers
 96 for disadvantaged businesses enterprises to compete for City
 97 projects;
 98 i. Evaluating whether the public art and public symbols in
 99 Kirkland are welcoming to all community members and
 100 expanding the diversity of public art to be more inclusive.
 101 ~~f. and~~
 102 g-j. Other strategies identified by the community and the
 103 Council.
 104

105 Section 3. The City Manager is further directed to develop
 106 Community Engagement strategies to facilitate citywide conversations
 107 about structural racism and policy and program solutions. These
 108 strategies shall include but are not limited to:
 109 a. Community engagement process centered around Black
 110 people;
 111 b. Targeted additional stakeholder engagement;
 112 c. Town Halls, virtual meetings and small group discussion;
 113 d. Surveys, mailers and social media campaigns;
 114 e. Council retreat and public hearings; and
 115 f. Other strategies identified by the community and the
 116 Council.
 117

118 Section 4. The City Manager is further directed to develop
 119 Funding strategies to implement the entire framework set forth in this
 120 resolution. These strategies shall include but are not limited to:
 121 a. Funding an outside review of police use of force;
 122 b. Funding a body camera pilot project;
 123 c. Funding community engagement strategies;
 124 d. Reserving additional funding to implement ideas from
 125 community engagement, a national best practices review,
 126 and the equity assessment; and
 127 e. Meeting other funding needs identified by the community
 128 and the Council
 129

130 Section 5. The City Manager is hereby directed to return to the
 131 Council by August 4, 2020 with funding recommendations for Council
 132 authorization to implement the elements of the framework resolution.
 133

134
135
136 Passed by majority vote of the Kirkland City Council in open
137 meeting this ____ day of _____, 2020.
138
139 Signed in authentication thereof this ____ day of _____,
140 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

DRAFT

**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: Joe Sanford, Fire Chief
Andreana Campbell, Management Analyst

Date: July 16, 2020

Subject: ORDINANCE O-4731 AUTHORIZING THE CITY TO PLACE A MEASURE ON THE NOVEMBER 3, 2020 BALLOT THAT LIFTS THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 IN ORDER TO FUND FIRE AND EMERGENCY MEDICAL SERVICES CAPITAL AND OPERATING INVESTMENTS.

RECOMMENDATION

Council consider updated Ordinance O-4731 (Attachment A) for final adoption. The ordinance authorizes placement of a permanent levy lid lift on the November 2020 ballot to fund fire and Emergency Medical Services (EMS) capital and operating investments. The July 21, 2020 Council meeting is the last meeting where the Council may take action to place the measure on the ballot. The final ordinance includes adjustments based on Council feedback at the July 7 Council meeting as well as an additional one cent adjustment to the levy rate to account for a potential drop in the City's 2021 assessed valuation as discussed later in the memo. A track changes version of the ordinance is provided as Attachment A(1).

BACKGROUND

At their July 7 Council meeting, Council received a presentation from staff on updates made to draft Ordinance O-4731 that incorporated Council's feedback from the previous Council meeting. Council also received two applications for the pro committee and one application for the con committee. The Council appointed all three and reauthorized the City Clerk to recruit for the remaining three positions.

Staff presented updates to Section 1 of the draft ordinance focused on accomplishing a balance between accountability and flexibility to achieve ballot measure investments. The Council direction was to ensure that voters are clear what the levy will deliver, and that the City will be transparent and accountable in delivering those commitments.

With the help of the City's Bond Counsel, the edits shown in this section of the memorandum were what was presented to Council. Focusing first on accountability, staff presented updated language in Section 1 requiring the proper officials at the City to produce an annual accountability report similar to the City's annual accountability report outlined in the parks and

streets levies in 2012. Second, staff presented a list of dedicated projects and staffing investments outlined in Section 1 of the ordinance. The chart below lists each project and staffing investment along with a brief description.

Commitments Listed in Section 1 of O-4731	Description
Acquire pandemic response equipment, including stockpiling personal protective equipment	Purchase of gowns, gloves, masks, thermometers, pulse oximeters, hepa filters, and other resources to replenish what has been used in response to COVID-19 to date, and to be able to continue responding to the current pandemic and future emergencies.
Acquire, construct, improve and equip a new Fire Station in Totem Lake, including the acquisition of land	Fire Station 27 is over 45 years old and nearing the end of its useful life. To improve response times and firefighter/EMT health and safety the City would build a new Fire Station 27 East of I-405 near Evergreen Hospital. It would house up to eight firefighter/EMTs, provide a negative pressure off gassing room for bunker gear, vehicle exhaust systems in the bay, and allow greater coverage to the Kingsgate and Totem Lake neighborhoods.
Modernize, improve, expand, and/or renovate existing Fire Stations for firefighter health and safety, including Fire Station 21 in Juanita, Fire Station 22 in Houghton and Fire Station 26 in Rose Hill	Fire Station 22 is nearly 45 years old and in need of major renovations to improve seismic resiliency and provide greater health and safety standards for firefighter/EMTs. Fire Stations 21 and 26 both require firefighter/EMT health and safety upgrades as they were constructed in the 1990s, just a few years before the NFPA standards were published. All three stations would be renovated to include seismic upgrades, dedicated room for medical gas storage, bunker storage, decontamination, furring and insulation to existing brick, and restroom reconfiguration to improve response times.
Facility seismic renovations and capacity expansion for Fire Station 21 in Juanita, Fire Station 22 in Houghton and Fire Station 26 in Rose Hill	All four fire stations built between 1972 and 1994 were constructed primarily of brick. While station 27 would be replaced entirely with a brand-new station that houses an increased number of firefighter/EMTs, the other three are also in need of increased capacity and seismic upgrades to protect firefighters and serve our growing community.
Hire approximately 20 additional full-time equivalent firefighter/emergency medical technicians (EMTs) and staff	To provide one additional full-time firefighter/EMT on duty 24 hours per day, 7 days per week, the Fire Department must hire five firefighter/EMTs. Staffing for four new full-time positions, requires hiring 20. These 20 would provide a dedicated aid car in the South at Station 22 (10), a third firefighter/EMT to cross staff new Station 24 (5), and one additional firefighter/EMT to improve response times (5) at either Station 21 or Station 26.

Modernize and upgrade technology and public safety facilities and equipment	All four stations would be provided with upgraded fire suppression and fire notification systems, source capture exhaust for vehicles and heaters in the bays, and HVAC systems would be replaced.
Fund additional operating, maintenance, vehicle and capital expenses to provide enhanced public safety services	Stations 21, 22, and 26 will need general long-term maintenance such as replacement flooring, paint, roof repairs, insulation, and replacement counters. This levy would also help fund the replacement of fire engines, and aid cars as they reach the end of their useful lives.
Other public safety operations, maintenance, improvements, equipment and services as determined by the Council should anticipated investments become infeasible or City public safety needs significantly change	As this is proposed to be a permanent levy, the services provided by the Fire Department and the equipment necessary may evolve over time. This language allows future Councils to adapt to any necessary changes. In addition, some facility investments may prove infeasible or prohibitively expensive. This language allows future Councils to adjust facility investments in these unlikely scenarios.

Ordinance O-4731 is proposed to be a permanent levy. It is difficult to anticipate how the services provided by the Fire Department and the equipment necessary may change over the coming decades. The ordinance provides flexibility for future Councils to adapt to any necessary changes once the initial commitments have been achieved. In addition, some facility investments may prove infeasible or prohibitively expensive. Future Councils may need to adjust facility investments in response to these unforeseen conditions. Updated language in Section 1 provides future Councils flexibility to adapt to these scenarios.

Council also requested that staff update Section 1 to reduce ambiguity around the phrase, "and other uses of levy proceeds." New language is included in Ordinance O-4731 and the edits may be viewed in Attachment A(1).

Council also reviewed an updated ballot title incorporating edits from their June 16 meeting. That draft ballot title included updates on the overall maximum tax rate, and language incorporating the property tax exemption RCW 84.36 as requested by Council. Below with edits shown, is the final proposed ballot measure title included in Ordinance O-4731 (Attachment A) that staff is recommending for Council's adoption at the July 21 Council meeting. The proposed language includes an additional one cent levy rate adjustment to offset potential loss of assessed value as described in more detail later in the memo.

CITY OF KIRKLAND PROPOSITION NO. 1
LEVY LID LIFT FOR
FIRE AND EMERGENCY MEDICAL SERVICES AND FACILITIES

The City Council of the City of Kirkland adopted Ordinance No. O-4731 concerning funding for fire and emergency medical services and facilities. This proposition would fund public safety, including stockpiling pandemic personal protective equipment, constructing a new fire station, seismically renovating existing stations, ~~acquiring equipment~~, and hiring ~~additional~~ new firefighters/EMTs to improve response times by increasing the City's regular property tax by ~~approximately~~ \$0.232513/\$1,000 to a maximum rate of \$1.221951/\$1,000 assessed valuation for collection in 2021. The 2021 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, ~~disabled~~ veterans, and others would be exempt, per RCW 84.36.

POTENTIAL 2021 REDUCTION IN ASSESSED VALUE (AV)

At a King County City Manager/City Administrator's virtual meeting in early July, Assessor John Arthur Wilson mentioned that current information is AV trends are showing a slight decrease in the high value areas on the Eastside, while south King County is increasing. In follow up conversations with the Assessor's Office, more detailed data on specific jurisdiction trends will not be available until the Fall. If the AV in Kirkland decreases in 2021, the levy will not collect the projected revenue needed to fully fund the ballot measure investments on the current timeframe expected by voters. Options to respond to lower revenues include reducing the

investments paid for by the levy or extending the timeframe over which the investments are made.

To help quantify the potential level of concern, Financial Planning staff researched the last time assessed values decreased, which occurred during the Great Recession. The first chart on the following page depicts the impact the Great Recession had on Kirkland's assessed valuation in the years 2010 and 2011 and the percent change year to year. Assessed valuation fell 13.7% in 2010 and another 5.3% in 2011. The relatively strong residential real estate market makes such significant AV drops highly unlikely. Therefore, staff has conservatively used a 5% drop in assessed value as a potential "worst case scenario" when considering levy adjustments. An additional one cent added to the levy rate would offset a 5% reduction in AV.

Year	Assessed Value	Percent Change from Prior Year
2009	\$ 13,108,188,338	
2010	\$ 11,313,599,319	-13.7%
2011	\$ 10,709,950,883	-5.3%

The next chart shows the estimated decrease in assessed valuations on four different scenarios (2%, 3%, 5%, 13.7%) for the year 2021. The first two columns depict the projected assessed valuations (including the impact of RCW 84.36.381) and the percentage change year after year. The next six columns show estimated revenue generation in relation to Kirkland's assessed valuation for tax rates of \$0.22513/\$1,000AV, \$0.23013/\$1,000AV and \$0.23513/\$1,000AV respectively. Scenario B adds a half cent increase in the levy rate. Scenario C includes a full one cent increase. The chart demonstrates that an additional half cent is will offset a 2-3% reduction in AV, and a full one cent addition is needed to approximately offset a 5% reduction in AV.

		Scenario A: \$0.22513 cents		Scenario B: \$0.23013 cents		Scenario C: \$0.23513 cents	
Change in Assessed Valuation	Assessed Value (AV) including tax exemption in RCW 84.36.381	Estimated Revenue from Levy Rate of \$0.225/\$1,000 AV	Difference Compared to Expected Revenue of \$7,011,140	Estimated Revenue from Levy Rate of \$0.23/\$1,000 AV	Difference Compared to Expected Revenue of \$7,011,140	Estimated Revenue from Levy Rate of \$0.235/\$1,000 AV	Difference Compared to Expected Revenue of \$7,011,140
Same as 2020	\$31,160,621,400	\$ 7,015,191	\$ -	\$ 7,170,994	\$ 155,803	\$ 7,326,797	\$ 311,606
-2.0%	\$30,537,408,972	\$ 6,874,887	\$ (140,304)	\$ 7,027,574	\$ 12,383	\$ 7,180,261	\$ 165,070
-3.0%	\$30,225,802,758	\$ 6,804,735	\$ (210,456)	\$ 6,955,864	\$ (59,327)	\$ 7,106,993	\$ 91,802
-5.0%	\$29,602,590,330	\$ 6,664,431	\$ (350,760)	\$ 6,812,444	\$ (202,747)	\$ 6,960,457	\$ (54,734)
-13.7%	\$26,894,546,825	\$ 6,054,769	\$ (960,421)	\$ 6,189,242	\$ (825,949)	\$ 6,323,715	\$ (691,476)

ECONOMIC ENVIRONMENT

Financial Planning staff have also spent the past week attempting to quantify how likely a 2021 recession scenario may be that could lead to a decrease in assessed valuation. At the May 29th Council Retreat, staff shared two potential economic recovery models from the Government Finance Officers Association (GFOA) used to develop Kirkland's long-term forecast:

1. "V-shaped" Recovery – indicating a shallower drop in revenues but a slow and gradual recovery.
2. "Big V" Recovery – indicating a steeper and deeper drop in revenues but a quicker recovery.

Those recovery models were based on initial data and anecdotal information gathered by various economic forecasters through April 2020. Although we now have more data, the ability to forecast an accurate recovery has not increased. In fact, the Washington State Economic and Revenue Forecast Council's (ERFC) June 17, 2020 report states, "The level of uncertainty in the baseline forecast is substantial." The report also noted the following:

- As a result of COVID-19 and efforts to contain it, the economic forecast is substantially worse than in February
- The longest economic expansion is over as the U.S. economy entered a recession in 2020 Q1

The Puget Sound Economic Forecaster's (PSEF) June 2020 report (Attachment B) states that the "future is uncertain" and "the unknowns are staggering at the moment." The report also includes this sobering comment about their leading index, stating the index:

"may monitor increasing economic activity and call for expansion again, a secondary outbreak could quickly curtail any recovery. While the disaster-based recession analogy holds when your town is hit by a storm, we have few-to-no examples of a world on fire."

The June 4, 2020 presentation of the 2020 King County Economic and Revenue Forecast noted that, "COVID-19 is a hugely significant human health and economic shock, with increasing impacts as each day passes." The report highlighted the following county-wide trends:

- Consumer spending has fallen dramatically in 2020.
- The strong post-Great Recession job market added more than 250,000 jobs through March, but we lost almost all of it in April 2020.

The King County economist also noted that it is unclear how long it will take the economy to recover from the current recession. The longest prior recovery was 26 quarters following the Dot Com Bust in 2001. Several Kirkland-specific measures tell a similar story:

- Unemployment rate in Kirkland increased from 2.2% in February 2020 to 12.3% in April 2020.
- Permit activity through June 2020 has decreased 20% compared to same period in 2019.

The Financial Planning staff has concluded that there is a valid reason to be concerned about a decrease in assessed valuation based on current economic information, combined with the uncertain recovery path. All indicators point to caution in building our revenue forecasts. The City's General Fund forecast will be updated as part of the budget preparation process and

presented to Council during budget discussions. Staff will continue highlighting relevant economic information as it is received in dashboards, and other monthly reports like the Sales Tax memo.

ASSESSED VALUATION HOLDS STEADY OR INCREASES

It is also possible that assessed valuations will hold steady or even increase in 2021. In that scenario, the additional one cent added to the levy rate will collect more revenue than is projected to deliver the investments outlined in the ballot measure ordinance. Should this occur, the Council will have the option in 2021 to either invest the additional revenue or not collect the additional revenue.

Any additional revenue generated by the levy must also comply with the categories outlined in the enacting ordinance. This means that additional revenue may only be spent on "fire and EMS services and facilities" as defined in Section 1 by the ordinance. These revenues may be invested in facilities, vehicles or operations. This includes enhancing any current or proposed services such as fire and EMS response related programs, mental health support services authorized by the Medic One levy, fire prevention or additional staffing.

The chart below shows the impact of rounding up the levy tax rate an additional \$0.005/\$1,000AV and \$0.01/\$1,000AV from \$0.22513/\$1,000AV. The chart assumes the assessed valuation in 2020 of \$31,160,621,400 (which includes RCW 84.36.381) holds steady. Every \$0.005/\$1,000AV added to the levy generates roughly an additional \$156,000 annually and increases the estimated annual impact to the median valued (\$730,000) home by \$3.65.

2020	\$0.22513/ \$1,000AV	\$0.23013/ \$1,000AV	Difference compared to expected revenue of \$6,870,917	\$0.23513/ \$1,000AV	Difference compared to expected revenue of \$6,870,917
Est. Annual Rev	\$7,015,191	\$7,170,994	\$155,803	\$7,326,797	\$311,606
Est. Impact to Median-Valued Home	\$164.34	\$167.99	\$3.65	\$171.64	\$7.30

The Council also has the option of not collecting the full levy amount. The City Council adopts the tax levy annually each December. Under state law, the Council may set the annual rate to collect less than the levy rate authorized by voters but cannot set it higher. One important consideration is that the revenue generated by the initial rate in the first year becomes the base for all future years. The 2021 total amount is then subject to the 1% property tax cap going forward. The Council cannot raise the rate back up in future years without voter approval.

The staff recommendation is not to decide whether to invest or return any potential additional revenues until the first quarter of 2021. Waiting provides the Council with more data to make a more informed choice. The Council will be able to see the final 2021 assessed valuation and

learn what will happen to City revenues and the economy during the budget process. Once the City has this additional information, the Council can deliberate options to either invest or not collect the revenue in Q1 of 2021. If the Council elects to lower the tax rate, it may still do so in December of 2021.

RECOMMENDED UPDATES TO BALLOT ORDINANCE

Given the assessed valuation concerns expressed by the King County Assessor's Office, and Financial Planning's concerns about the economic forecast, staff has provided the Council with an updated ordinance (Attachment A) that proposes a one cent levy rate increase as identified in Scenario C of the chart under the potential 2021 reduction in AV section of this memorandum. The changes to the ordinance described below can be seen in track changes in Attachment A(1).

Levy Rate:

Consistent with the City's conservative fiscal policies, staff recommends adoption of Ordinance O-4731 which includes using Scenario C's \$0.23513/\$1,000AV as the levy rate. Adding an additional cent from \$0.22513/\$1,000AV to \$0.23513/\$1,000AV provides a prudent buffer to offset up to a 5% decrease in assessed valuation projected for 2021, the year the rate is set. The additional one cent would allow the City to complete the projects and staffing investments listed in Section 1 above with no additional delay as long as assessed values did not drop by more than 5%.

WHEREAS Update:

Staff incorporated an additional WHEREAS documenting why the additional \$0.01/\$1,000 is recommended.

WHEREAS, the King County Assessor has cautioned that Eastside assessed valuations may decrease in 2021. Should that occur, the ballot measure will not generate sufficient revenue to accomplish the commitments set forth in Section 1 below on the projected timeframe expected by voters. Consistent with the City's conservative fiscal policies, the levy rate has been increased from \$0.22513/\$1,000AV to \$0.23513/\$1,000AV to offset an up to five percent drop in assessed valuations in 2021; and

Section 1 Update:

To limit the ambiguity around the phrase, "and other uses of levy proceeds," staff included the following language in consultation with Bond Counsel. As a reminder, track changes and edits can be seen in Attachment A(1).

The City Council shall determine the timing, order and manner of funding the Fire and EMS Services and uses of levy proceeds. The cost of all compensation, benefits, training, support services, equipment, vehicles, infrastructure, facilities, real property, and/or administrative expenses and other costs incurred in connection with the Fire and EMS Services shall be deemed a part of the costs of such Fire and EMS Services. The Council may alter, make substitutions to, and amend such components as it determines are in the best interests of the City and consistent with the general public safety descriptions provided herein. The proper officials at the City shall produce an annual accountability report documenting use of levy proceeds, actions and program status of Fire and EMS Services.

Ballot Title Update:

The title is now exactly 75 words, including the tax exemption RCW 84.36, and the updated levy and maximum tax rates.

CITY OF KIRKLAND PROPOSITION NO. 1
LEVY LID LIFT FOR
FIRE AND EMERGENCY MEDICAL SERVICES AND FACILITIES

The City Council of the City of Kirkland adopted Ordinance No. O-4731 concerning funding for fire and emergency medical services and facilities. This proposition would fund public safety, including stockpiling pandemic personal protective equipment, constructing a new fire station, seismically renovating existing stations, and hiring additional firefighters/EMTs to improve response times by increasing the City's regular property tax by approximately \$0.23513/\$1,000 to a maximum rate of \$1.22951/\$1,000 assessed valuation for collection in 2021. The 2021 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, disabled veterans, and others would be exempt, per RCW 84.36.

The "clean" version of the ordinance, Attachment A, is recommended for adoption at the July 21 Council meeting. All track changes can be seen in Attachment A(1).

PRO AND CON COMMITTEE RECRUITMENT

The second round of recruitment for the pro and con committees is currently underway, and the deadline to apply is Friday, July 17 at 4:00p.m. The City Clerk will send application materials to the Council after the deadline has passed, but before the Council meeting. Depending on the applications received, Council can choose to appoint one member to the pro committee, and two members to the con committee at the July 21 meeting for a total of three members on each committee.

NEXT STEPS AND TIMELINE

At the March 17 meeting, Council received a preliminary update on the ComSAG's recommendation. At the April 7 meeting, Council received the full report along with the final fire and EMS community survey questions incorporating Council's feedback. At the April 21 meeting, Council accepted the ComSAG report by adopting Resolution R-5413. On May 19 staff received Council's feedback and direction after being presented the survey results from both EMC Research and the City's online version of the survey.

At the June 16 meeting, staff presented draft ordinances and draft ballot title language for the Council's consideration, and they chose to continue exploring the option of a combined measure. During the July 7 meeting, staff presented the next iteration of edits to the combined measure ordinance and ballot title. Two pro committee members and one con committee member were also appointed at the July 7 Council meeting, and Council reauthorized the City Clerk to recruit for the remaining three positions.

At the July 21st Council meeting, staff will bring the final revised version of Ordinance O-4731. The July 21st meeting will mark the last day for Council to take final action to place the measure on the November ballot.

Calendar	Item
March 17	Staff Presented Preliminary Update on ComSAG Recommendation to Council
April 7	Staff presented Final ComSAG Recommendation to Council
April 21	Council Adopted Resolution R-5413 Accepting Final ComSAG Report
April 22	EMC Research to Begin the Fire/EMS Community Survey
May	Staff to Receive Top Line Results from Survey
May 19	Council Received Survey Responses
June 16	Staff to Bring Draft Ordinance(s) and Draft Ballot Title Language to Council
June 16	Authorize Recruitment for Ballot Measure Voter Pamphlet Statement Pro/Con Committees
June 30	Deadline for Statements of Interest for Pro/Con Committee appointment
July 7	Staff to Bring Second Draft Ordinance and Ballot Title Language to Council for review
July 7	First Appointment of Ballot Measure Voter Pamphlet Statement Pro/Con Committees
July 21	Potential Council Adoption of Ordinance O-4731 Placing a Measure on the Nov 3, 2020 Ballot
July 21	Second Appointment of Ballot Measure Voter Pamphlet Statement Pro/Con Committees
August 4	Pro/Con Committee notice of appt due to King County Elections
August 4	Ballot Measure Filing due to King County Elections
August 7	Explanatory Statement due to King County Elections
August 11	Pro/Con Statements due to King County Elections
August 13	Pro/Con Rebuttal Statements due to King County Elections
November 3	General Election

ORDINANCE NO. O-4731

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD THEREIN ON NOVEMBER 3, 2020, OF A PROPOSITION AUTHORIZING THE CITY TO LIFT THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 IN ORDER TO FUND FIRE AND EMERGENCY MEDICAL SERVICES, AND TO ACQUIRE, CONSTRUCT, IMPROVE, EQUIP AND/OR RENOVATE CITY FIRE FACILITIES.

1 WHEREAS, in 2011, the City Council (the "Council") of the City
2 of Kirkland (the "City") engaged the services of Emergency Services
3 Consulting International ("ESCI") to conduct an organizational review of
4 the City Fire Department; and

5
6 WHEREAS, since 2012, Fire Department staff has worked with
7 other City departments and the City Manager's Office to implement
8 certain ESCI recommendations, including through the budget process;
9 and

10
11 WHEREAS, the Council completed a Fire Strategic Plan in 2012
12 to identify needed investments in staffing, equipment and technology to
13 provide for better response times for fire and Emergency Medical
14 Services ("EMS"); and

15
16 WHEREAS, on February 21, 2017, the Council approved
17 Resolution R-5239 adopting the City's 2017-2018 Work Program to
18 "explore potential ballot measures for fire station modernization and
19 public safety operations to further the goals of Public Safety,
20 Dependable Infrastructure, and Financial Stability"; and

21
22 WHEREAS, on December 12, 2017, the Council adopted
23 Resolution R-5290, revising the 2017-2018 City Work Program to defer
24 exploration of a fire facilities and operations ballot measure to at least
25 2020 due to public concerns about the cumulative financial impact of
26 property tax increases due to state and regional legislation; and

27
28 WHEREAS, the Council subsequently implemented a two-phased
29 approach to addressing public safety needs; and

30
31 WHEREAS, phase one included a sales and use tax for enhanced
32 police and public safety services, which was approved by the voters at
33 an election held in November 2018, and phase two includes a bond
34 and/or levy lid lift for fire station seismic renovation, capacity expansion,
35 and additional firefighter/emergency medical technician ("EMT")
36 staffing; and

37
38 WHEREAS, on February 19, 2019, the Council adopted the 2019-
39 2020 City Work Program which ranked "exploring a potential ballot
40 measure in 2020 to fund Fire Station modernization and enhanced
41 operations to further the goal of Public Safety" as its number one
42 priority; and

43
44 WHEREAS, the City continues to experience unprecedented
45 growth and development, with new types of commercial and residential
46 structures that need fire/EMS services; and

47
48 WHEREAS, providing fire/EMS services that match this economic
49 growth and redevelopment are challenged by the expiration of the
50 annexation sales tax credit in 2021, resulting in the loss of nearly \$4
51 million annually from the City's general fund; and

52
53 WHEREAS, further, Washington State law limits the annual
54 increase of a city's regular property tax levy to 1% plus an allowance
55 for new construction, unless the voters of a city approve a levy lid lift
56 permitting the collection of regular property taxes in a greater amount;
57 and

58
59 WHEREAS, to sustainably fund these potential fire/EMS
60 investments, the City must either identify new revenues or significantly
61 reprioritize existing general fund programs such as parks maintenance
62 and street maintenance that also rank as high priorities with City
63 residents; and

64
65 WHEREAS, in 2019, the Council convened the Community Safety
66 Advisory Group ("ComSAG") to review options to improve response
67 times, keep Fire/EMS stations seismically sound, and improve firefighter
68 health and safety; and

69
70 WHEREAS, in February 2020, ComSAG recommended hiring 24
71 new firefighter/EMTs to provide a dedicated aid car at Fire Station 22 in
72 Houghton, fully staff Fire Station 24 in north Juanita, provide daily 12
73 hour dedicated patient transport during peak hours, and fund five new
74 firefighter/EMTs to improve response times throughout the City; and

75
76 WHEREAS, to improve response times and protect firefighter
77 health and safety, the ComSAG also recommended construction of a

78 new Fire Station 27 in Totem Lake, and the seismic renovation of Fire
79 Station 22 in Houghton, Fire Station 26 in Rose Hill and Fire Station 21
80 at the border of Juanita and Norkirk; and

81
82 WHEREAS, since the ComSAG completed its recommendation in
83 February 2020, the City proclaimed an emergency to combat the
84 COVID-19 pandemic and has been grappling with the escalating social
85 and economic impact of the virus and related public health and safety
86 orders on the community; and

87
88 WHEREAS, the capital and operating elements in the proposed
89 ComSAG recommendation would have significantly improved the City's
90 response to COVID-19, and the budget challenges created by the
91 economic impacts of the outbreak curtails the City's ability to fund
92 any of these additional public safety investments without a voter
93 approved revenue source; and

94
95 WHEREAS, at the May 19, 2020 Council meeting, the Council
96 directed staff to reprioritize the capital and operating elements funded
97 within the ballot measure(s) to be no more than the ComSAG's
98 recommendation of \$0.22513 per \$1,000 of assessed valuation which
99 required a deferral of some staffing and facility elements to future years;
100 and

101
102 WHEREAS, the King County Assessor has cautioned that Eastside
103 assessed valuations may decrease in 2021. Should that occur, the ballot
104 measure may not generate sufficient revenue to accomplish the
105 commitments set forth in Section 1 below on the projected timeframe
106 expected by voters. Consistent with the City's conservative fiscal
107 policies, the levy rate has been increased from \$0.22513/\$1,000AV to
108 \$0.23513/\$1,000AV to offset an up to five percent drop in assessed
109 valuations in 2021; and

110
111 WHEREAS, it is deemed necessary that the City increase its
112 regular property tax levy rate to \$0.23513 per \$1,000 of assessed value
113 for collection in 2021 and thereafter to use the resulting levy amount as
114 the basis for computing the limitations for subsequent levies as allowed
115 by chapter 84.55 RCW; and

116
117 WHEREAS, the Council deems it necessary to submit to the
118 voters of the City the proposition of whether or not the City shall levy
119 regular property taxes for collection in 2021 in excess of the limit factor
120 provided for in chapter 84.55 RCW;

121
122 NOW, THEREFORE, the City Council of the City of Kirkland does
123 ordain as follows:

124 Section 1. Findings. The Council hereby finds that the best
125 interests of the residents of the City require the City to fund fire and
126 emergency medical services and facilities, including but not limited to
127 the following ("Fire and EMS Services"):

- 128
- 129 - Acquire pandemic response equipment, including stockpiling
- 130 personal protective equipment;
- 131 - Acquire, construct, improve and equip a new Fire Station in
- 132 Totem Lake, including the acquisition of land;
- 133 - Modernize, improve, expand, and/or renovate existing Fire
- 134 Stations, including Fire Station 21 in Juanita, Fire Station 22
- 135 in Houghton and Fire Station 26 in Rose Hill;
- 136 - Facility seismic renovations and capacity expansion;
- 137 - Hire approximately 20 additional full-time equivalent
- 138 firefighter/emergency medical technicians (EMTs) and staff;
- 139 - Modernize and upgrade technology and public safety
- 140 facilities and equipment;
- 141 - Fund additional operating, maintenance, vehicle and capital
- 142 expenses to provide enhanced public safety services; and
- 143 - Other public safety operations, maintenance, improvements,
- 144 equipment and services as determined by the Council should
- 145 anticipated investments become infeasible or City public
- 146 safety needs significantly change.

147

148 The City Council shall determine the timing, order and manner of

149 funding the Fire and EMS Services and uses of levy proceeds. The cost

150 of all compensation, benefits, training, support services, equipment,

151 vehicles, infrastructure, facilities, real property, and/or administrative

152 expenses and other costs incurred in connection with the Fire and EMS

153 Services shall be deemed a part of the costs of such Fire and EMS

154 Services. The Council may alter, make substitutions to, and amend such

155 components as it determines are in the best interests of the City and

156 consistent with the general public safety descriptions provided herein.

157 The proper officials at the City shall produce an annual accountability

158 report documenting use of levy proceeds, actions and program status

159 of Fire and EMS Services.

160

161 Section 2. Calling of Election Regarding the Levy of Additional

162 Regular Property Taxes. It is hereby found and declared the best

163 interests of the City require the submission to the qualified electors of

164 the City of the proposition whether the City shall levy regular property

165 taxes above the levy limitations established in RCW 84.55.005 and

166 RCW 84.55.010 for their ratification or rejection at an election to be held

167 on November 3, 2020. For the purpose of providing funds to pay the

168 costs of the Fire and EMS Services, the King County Director of Records

169 and Elections (the "Director"), as *ex officio* supervisor of elections in

170 King County, Washington, is hereby requested to call and conduct such

171 election to be held on such day and to submit to the qualified electors

of the City for their approval or rejection a proposition to increase the City's regular property tax levy by up to \$0.23513 per \$1,000 of assessed valuation (to a total rate not to exceed \$1.22951 per \$1,000 of assessed valuation) for collection in 2021, as allowed by chapter 84.55 RCW. The 2021 levy amount will be used as the basis to calculate subsequent levy limits.

Upon approval of the voters of the proposition hereinafter set forth, the City may use proceeds of such levy to pay the costs of the Fire and EMS Services as more particularly described in this ordinance.

Section 3. Election. The City Clerk is hereby authorized and directed to certify the following proposition to the Director, in substantially the following form. Such election shall be conducted by mail unless otherwise determined by the Director.

CITY OF KIRKLAND PROPOSITION NO. 1
LEVY LID LIFT FOR
FIRE AND EMERGENCY MEDICAL SERVICES AND FACILITIES

The City Council of the City of Kirkland adopted Ordinance No. O-4731 concerning funding for fire and emergency medical services and facilities. This proposition would fund public safety, including stockpiling pandemic personal protective equipment, constructing a new fire station, seismically renovating existing stations, and hiring additional firefighters/EMTs to improve response times by increasing the City's regular property tax by approximately \$0.23513/\$1,000 to a maximum rate of \$1.22951/\$1,000 assessed valuation for collection in 2021. The 2021 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, disabled veterans, and others would be exempt, per RCW 84.36.

Should this proposition be approved:

YES? ☐

NO? ☐

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby

designates: (a) the City Clerk and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Clerk are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director.

The City Clerk is authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's or clerical errors, references, numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the regular property tax shall be increased, as provided in this ordinance, to the electors at the November 3, 2020 election.

Section 4. Exemption. If the ballot proposition set forth herein is approved by the voters, as authorized by RCW 84.36.381, senior citizens, disabled veterans, and other people with disabilities (as defined in RCW 84.36.381) shall be exempt from the tax increase resulting from such levy lid lift.

Section 5. Voters' Pamphlet. The preparation and distribution of a local voters' pamphlet providing information on the foregoing ballot measure is hereby authorized. The pamphlet shall include an explanatory statement and arguments advocating approval and disapproval of the ballot measure, if any. In accordance with RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure.

Section 6. Severability; Ratification. If any provisions in this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the levy or collection of the taxes authorized by this proposition. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

260 Section 7. Effective Date. This ordinance shall be in full force
261 and effect five days from and after its passage by the Kirkland City
262 Council and publication of a summary of this ordinance in accordance
263 with Kirkland Municipal Code 1.08.017.

264
265 Passed by majority vote of the Kirkland City Council in open
266 meeting this ____ day of _____, 2020.

267
268 Signed in authentication thereof this ____ day of _____,
269 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

Approved as to Form:

Pacifica Law Group LLP, Bond Counsel

CERTIFICATE

I, the undersigned, City Clerk of the City of Kirkland, Washington, and keeper of the records of the City Council, DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. 4731 of the City (the "Ordinance"), as finally adopted at a regular meeting of the City Council held on _____, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of said Ordinance; that all other requirements and proceedings incident to the proper adoption or passage of said Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

Dated this ____ day of _____, 2020.

CITY OF KIRKLAND, WASHINGTON

Kathi Anderson, City Clerk

PUBLICATION SUMMARY
OF ORDINANCE NO. 4731

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD THEREIN ON NOVEMBER 3, 2020, OF A PROPOSITION AUTHORIZING THE CITY TO LIFT THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 IN ORDER TO FUND FIRE AND EMERGENCY MEDICAL SERVICES, AND TO ACQUIRE, CONSTRUCT, IMPROVE, EQUIP AND/OR RENOVATE CITY FIRE FACILITIES.

Section 1. Sets forth findings of the Council, and authorizes the City to fund fire and emergency medical services and facilities, including but not limited to those operating and capital services set forth therein (the "Fire and EMS Services").

Section 2. Calls for the submission to the qualified electors of the City of the proposition whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.005 and RCW 84.55.010 for their ratification or rejection at an election to be held on November 3, 2020 for the purpose of providing funds for Fire and EMS Services.

Section 3. Sets forth the form of ballot proposition authorizing a levy lid lift for fire and emergency medical services and facilities.

Section 4. Provides for an exemption for qualified senior citizens, disabled veterans and other persons with disabilities from the regular property tax increase resulting from the levy lid lift.

Section 5. Authorizes the preparation and distribution of a local voters' pamphlet providing information on the levy lid lift ballot proposition.

Section 6. Provides for the severability of the Ordinance and ratifies prior actions taken in furtherance of the purposes of the Ordinance.

Section 7. States the effective date of the Ordinance.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of

Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the ____ day of _____, 2020.

I certify that the foregoing is a summary of Ordinance No. 4731 approved by the Kirkland City Council for summary publication.

Kathi Anderson, City Clerk

ORDINANCE NO. O-4731

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD THEREIN ON NOVEMBER 3, 2020, OF A PROPOSITION AUTHORIZING THE CITY TO LIFT THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 IN ORDER TO FUND FIRE AND EMERGENCY MEDICAL SERVICES, AND TO ACQUIRE, CONSTRUCT, IMPROVE, EQUIP AND/OR RENOVATE CITY FIRE FACILITIES.

1
2 WHEREAS, in 2011, the City Council (the "Council") of the City of Kirkland (the "City")
3 engaged the services of Emergency Services Consulting International ("ESCI") to conduct an
4 organizational review of the City Fire Department; and
5

6 WHEREAS, since 2012, Fire Department staff has worked with other City departments and
7 the City Manager's Office to implement certain ESCI recommendations, including through the
8 budget process; and
9

10 WHEREAS, the Council completed a Fire Strategic Plan in 2012 to identify needed
11 investments in staffing, equipment and technology to provide for better response times for fire
12 and Emergency Medical Services ("EMS"); and
13

14 WHEREAS, on February 21, 2017, the Council approved Resolution R-5239 adopting the
15 City's 2017-2018 Work Program to "explore potential ballot measures for fire station
16 modernization and public safety operations to further the goals of Public Safety, Dependable
17 Infrastructure, and Financial Stability"; and
18

19 WHEREAS, on December 12, 2017, the Council adopted Resolution R-5290, revising the
20 2017-2018 City Work Program to defer exploration of a fire facilities and operations ballot
21 measure to at least 2020 due to public concerns about the cumulative financial impact of property
22 tax increases due to state and regional legislation; and
23

24 WHEREAS, the Council subsequently implemented a two-phased approach to addressing
25 public safety needs; and
26

27 WHEREAS, phase one included a sales and use tax for enhanced police and public safety
28 services, which was approved by the voters at an election held in November 2018, and phase two
29 includes a bond and/or levy lid lift for fire station seismic renovation, capacity expansion, and
30 additional firefighter/emergency medical technician ("EMT") staffing; and
31

WHEREAS, on February 19, 2019, the Council adopted the 2019-2020 City Work Program which ranked "exploring a potential ballot measure in 2020 to fund Fire Station modernization and enhanced operations to further the goal of Public Safety" as its number one priority; and

WHEREAS, the City continues to experience unprecedented growth and development, with new types of commercial and residential structures that need fire/EMS services; and

WHEREAS, providing fire/EMS services that match this economic growth and redevelopment are challenged by the expiration of the annexation sales tax credit in 2021, resulting in the loss of nearly \$4 million annually from the City's general fund; and

WHEREAS, further, Washington State law limits the annual increase of a city's regular property tax levy to 1% plus an allowance for new construction, unless the voters of a city approve a levy lid lift permitting the collection of regular property taxes in a greater amount; and

WHEREAS, to sustainably fund these potential fire/EMS investments, the City must either identify new revenues or significantly reprioritize existing general fund programs such as parks maintenance and street maintenance that also rank as high priorities with City residents; and

WHEREAS, in 2019, the Council convened the Community Safety Advisory Group ("ComSAG") to review options to improve response times, keep Fire/EMS stations seismically sound, and improve firefighter health and safety; and

WHEREAS, in February 2020, ComSAG recommended hiring 24 new firefighter/EMTs to provide a dedicated aid car at Fire Station 22 in Houghton, fully staff Fire Station 24 in north Juanita, provide daily 12 hour dedicated patient transport during peak hours, and fund five new firefighter/EMTs to improve response times throughout the City; and

WHEREAS, to improve response times and protect firefighter health and safety, the ComSAG also recommended construction of a new Fire Station 27 in Totem Lake, and the seismic renovation of Fire Station 22 in Houghton, Fire Station 26 in Rose Hill and Fire Station 21 at the border of Juanita and Norkirk; and

WHEREAS, since the ComSAG completed its recommendation in February 2020, the City proclaimed an emergency to combat the COVID-19 pandemic and has been grappling with the escalating social and economic impact of the virus and related public health and safety orders on the community; and

WHEREAS, the capital and operating elements in the proposed ComSAG recommendation would have significantly improved the City's response to COVID-19, and the budget challenges created by the economic impacts of the outbreak curtails the City's ability to fund any of these additional public safety investments without a voter approved revenue source; and

WHEREAS, at the May 19, 2020 Council meeting, the Council directed staff to reprioritize the capital and operating elements funded within the ballot measure(s) to be no more than the

ComSAG's recommendation of \$0.22513 per \$1,000 of assessed valuation which required a deferral of some staffing and facility elements to future years; and

WHEREAS, the King County Assessor has cautioned that Eastside assessed valuations may decrease in 2021. Should that occur, the ballot measure may not generate sufficient revenue to accomplish the commitments set forth in Section 1 below on the projected timeframe expected by voters. Consistent with the City's conservative fiscal policies, the levy rate has been increased from \$0.22513/\$1,000AV to \$0.23513/\$1,000AV to offset an up to five percent drop in assessed valuations in 2021; and

WHEREAS, it is deemed necessary that the City increase its regular property tax levy rate to \$0.23513 per \$1,000 of assessed value for collection in 2021 and thereafter to use the resulting levy amount as the basis for computing the limitations for subsequent levies as allowed by chapter 84.55 RCW; and

WHEREAS, the Council deems it necessary to submit to the voters of the City the proposition of whether or not the City shall levy regular property taxes for collection in 2021 in excess of the limit factor provided for in chapter 84.55 RCW;

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

Section 1. Findings. The Council hereby finds that the best interests of the residents of the City require the City to fund fire and emergency medical services and facilities, including but not limited to the following ("Fire and EMS Services"):

- Acquire pandemic response equipment, including stockpiling personal protective equipment;
- Acquire, construct, improve and equip a new Fire Station in Totem Lake, including the acquisition of land;
- Modernize, improve, expand, and/or renovate existing Fire Stations, including Fire Station 21 in Juanita, Fire Station 22 in Houghton and Fire Station 26 in Rose Hill;
- Facility seismic renovations and capacity expansion;
- Hire approximately 20 additional full-time equivalent firefighter/emergency medical technicians (EMTs) and staff;
- Modernize and upgrade technology and public safety facilities and equipment;
- Fund additional operating, maintenance, vehicle and capital expenses to provide enhanced public safety services; and
- Other public safety operations, maintenance, improvements, equipment and services as determined by the Council should anticipated investments become infeasible or City public safety needs significantly change.

The City Council shall determine the timing, order and manner of funding the Fire and EMS Services and other uses of levy proceeds. The cost of all compensation, benefits, training, support services, equipment, vehicles, infrastructure, facilities, real property, and/or administrative

expenses and other costs incurred in connection with the Fire and EMS Services shall be deemed a part of the costs of such Fire and EMS Services. The Council may alter, make substitutions to, and amend such components as it determines are in the best interests of the City and consistent with the general public safety descriptions provided herein. The proper officials at the City shall produce an annual accountability report documenting use of levy proceeds, actions and program status of ~~the Fire and EMS Services, and other uses of levy proceeds.~~

Section 2. Calling of Election Regarding the Levy of Additional Regular Property Taxes.

It is hereby found and declared the best interests of the City require the submission to the qualified electors of the City of the proposition whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.005 and RCW 84.55.010 for their ratification or rejection at an election to be held on November 3, 2020. For the purpose of providing funds to pay the costs of the Fire and EMS Services, the King County Director of Records and Elections (the "Director"), as *ex officio* supervisor of elections in King County, Washington, is hereby requested to call and conduct such election to be held on such day and to submit to the qualified electors of the City for their approval or rejection a proposition to increase the City's regular property tax levy by up to \$0.2~~23~~²³513 per \$1,000 of assessed valuation (to a total rate not to exceed \$1.2~~21~~²³951 per \$1,000 of assessed valuation) for collection in 2021, as allowed by chapter 84.55 RCW. The 2021 levy amount will be used as the basis to calculate subsequent levy limits.

Upon approval of the voters of the proposition hereinafter set forth, the City may use proceeds of such levy to pay the costs of the Fire and EMS Services as more particularly described in this ordinance.

Section 3. Election. The City Clerk is hereby authorized and directed to certify the following proposition to the Director, in substantially the following form. Such election shall be conducted by mail unless otherwise determined by the Director.

CITY OF KIRKLAND PROPOSITION NO. 1
LEVY LID LIFT FOR
FIRE AND EMERGENCY MEDICAL SERVICES AND FACILITIES

The City Council of the City of Kirkland adopted Ordinance No. O-4731 concerning funding for fire and emergency medical services and facilities. This proposition would fund public safety, including stockpiling pandemic personal protective equipment, constructing a new fire station, seismically renovating existing stations, ~~acquiring equipment~~, and hiring ~~new~~-additional firefighters/EMTs to improve response times by increasing the City's regular property tax by ~~approximately~~ \$0.232513/\$1,000 to a maximum rate of \$1.221951/\$1,000 assessed valuation for collection in 2021. The 2021 levy amount will be the basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, ~~disabled~~ veterans, and others would be exempt, per RCW 84.36.

Should this proposition be approved:

YES?..... ☐

NO?..... ☐

For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk and (b) the City Attorney, as the individuals to whom such notice should be provided. The City Attorney and City Clerk are each authorized individually to approve changes to the ballot title, if any, deemed necessary by the Director.

The City Clerk is authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's or clerical errors, references, numbering, section/subsection numbers, and any reference thereto.

The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the regular property tax shall be increased, as provided in this ordinance, to the electors at the November 3, 2020 election.

Section 4. Exemption. If the ballot proposition set forth herein is approved by the voters, as authorized by RCW 84.36.381, senior citizens, disabled veterans, and other people with disabilities (as defined in RCW 84.36.381) shall be exempt from the tax increase resulting from such levy lid lift.

Section 5. Voters' Pamphlet. The preparation and distribution of a local voters' pamphlet providing information on the foregoing ballot measure is hereby authorized. The pamphlet shall include an explanatory statement and arguments advocating approval and disapproval of the

ballot measure, if any. In accordance with RCW 29A.32.280, the arguments advocating approval and rejection of the ballot measure shall be prepared by committees appointed by the City Council. Each committee shall be composed of not more than three persons; however, a committee may seek the advice of any person or persons. The committee advocating approval shall be composed of persons known to favor the ballot measure, and the committee advocating rejection shall be composed of persons known to oppose the ballot measure.

Section 6. Severability; Ratification. If any provisions in this ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the levy or collection of the taxes authorized by this proposition. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 7. Effective Date. This ordinance shall be in full force and effect five days from and after its passage by the Kirkland City Council and publication of a summary of this ordinance in accordance with Kirkland Municipal Code 1.08.017.

Passed by majority vote of the Kirkland City Council in open meeting this ____ day of _____, 2020.

Signed in authentication thereof this ____ day of _____, 2020.

Penny Sweet, Mayor

Attest:

Kathi Anderson, City Clerk

Approved as to Form:

Pacifica Law Group LLP, Bond Counsel

CERTIFICATE

I, the undersigned, City Clerk of the City of Kirkland, Washington, and keeper of the records of the City Council, DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. _____ of the City (the "Ordinance"), as finally adopted at a regular meeting of the City Council held on _____, 2020, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that quorum of the City Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the adoption of said Ordinance; that all other requirements and proceedings incident to the proper adoption or passage of said Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

Dated this ____ day of _____, 2020.

CITY OF KIRKLAND, WASHINGTON

City Clerk

PUBLICATION SUMMARY
OF ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KIRKLAND, WASHINGTON, PROVIDING FOR THE FORM OF THE BALLOT PROPOSITION AND SPECIFYING CERTAIN OTHER DETAILS CONCERNING SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION TO BE HELD THEREIN ON NOVEMBER 3, 2020, OF A PROPOSITION AUTHORIZING THE CITY TO LIFT THE LEVY LIMIT ESTABLISHED IN RCW 84.55.010 IN ORDER TO FUND FIRE AND EMERGENCY MEDICAL SERVICES, AND TO ACQUIRE, CONSTRUCT, IMPROVE, EQUIP AND/OR RENOVATE CITY FIRE FACILITIES.

Section 1. Sets forth findings of the Council, and authorizes the City to fund fire and emergency medical services and facilities, including but not limited to those operating and capital services set forth therein (the "Fire and EMS Services").

Section 2. Calls for the submission to the qualified electors of the City of the proposition whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.005 and RCW 84.55.010 for their ratification or rejection at an election to be held on November 3, 2020 for the purpose of providing funds for Fire and EMS Services.

Section 3. Sets forth the form of ballot proposition authorizing a levy lid lift for fire and emergency medical services and facilities.

Section 4. Provides for an exemption for qualified senior citizens, disabled veterans and other persons with disabilities from the regular property tax increase resulting from the levy lid lift.

Section 5. Authorizes the preparation and distribution of a local voters' pamphlet providing information on the levy lid lift ballot proposition.

Section 6. Provides for the severability of the Ordinance and ratifies prior actions taken in furtherance of the purposes of the Ordinance.

Section 7. States the effective date of the Ordinance.

The full text of this Ordinance will be mailed without charge to any person upon request made to the City Clerk for the City of Kirkland. The Ordinance was passed by the Kirkland City Council at its meeting on the ____ day of _____, 2020.

I certify that the foregoing is a summary of Ordinance No. ____ approved by the Kirkland City Council for summary publication.

Kathi Anderson, City Clerk

The Puget Sound ECONOMIC FORECASTER

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As we pass the halfway mark for 2020, this is not the year any of us would have predicted. The challenge with forecasting the unknown is the very fact that at any point anything can change the underlying assumptions – and right now as a region and as nation we are questioning many underlying assumptions.

Coronavirus, recession, and the shape of the recovery have dominated our work with the Forecaster. Sprinkle in structural changes into consumer behavior, how employers may manage their employees, and the latest news from either the tech sector or Boeing and you have yourself a ballgame.

As we have spent time with the media and countless presentations to groups (all online) it comes down to this – it is bad. The numbers from Q2 will look worse than Q1 and that makes sense. The question is duration. How much of the recovery will we see by Q4 and how much will wait until 2021? In the pages ahead we answer those questions

The short answer – it looks very promising.

Looking for insightful conversations beyond economics? Consider joining us for Western Insights. Visit <https://cbe.wvu.edu/western-insights> for more information.

Regional Outlook

Wading Through the Uncertainty

Anyone who has prepared a forecast knows that the quality of the output depends on the quality of the inputs. They also know that data get revised. In particular, most people who rely on forecasts for guidance understand the time lags in the data and know that forecasts can change a bit as new data become available.

We use the best available data on employment, retail spending, changes in population, etc., all of which take time to collect. It's a bit old by the time we (and any other analysts) receive it. That's always been true and has never been too big of an issue because the data do not change that drastically that fast. Except when they do – like this spring.

The Bureau of Labor Statistics had a very difficult time counting the number of unemployed in March. They never had to count so many people so fast and never had to consider the unique nature of many of the people filing for unemployment benefits. Some had jobs, or at least were told they had a job waiting and just needed to apply for unemployment; some were self-employed; and some weren't who they said they were (yes, fraud was a problem). The BLS also had trouble counting people as they went back to work in May. The Payroll Protection Plan encouraged employers to rehire the workers that had just filed for unemployment. Some returned to work; some did not, finding the extra emergency benefits to be adequate; and some found they did not have a job waiting as they had hoped. One challenge was counting people who had a job but were not engaged in that job at the moment. There were all sorts of wrinkles: like how to count those who go back to work, but only part-time, and those who stop filing for benefits, but also don't go back to work.

The graphics on the following page show that the initial job loss in March was bad but similar in scale to what we saw in 2008. Then things changed rather dramatically in April. The scale is just staggering.

In the end, the situation may not have been quite as bad as it appeared when the bottom fell out of the job market in March. Some of the people filing for unemployment weren't unemployed in the way we usually think about it – like

Summary Forecast

Annual Percent Change

	2018	2019	2020	2021
Puget Sound Region				
Employment	2.3	2.3	-7.2	4.0
Personal income (cur. \$)	6.4	5.0	-7.1	8.9
Consumer price index	3.2	2.6	1.1	1.7
Housing permits	-5.6	4.1	-23.8	11.0
Population	1.4	1.3	1.4	1.3
United States*				
GDP (\$12)	2.9	2.3	-5.6	3.9
Employment	1.6	1.4	-9.3	10.7
Personal income (cur. \$)	5.6	4.4	-3.9	5.2
Consumer price index	2.4	1.8	0.9	1.6
Housing starts	3.4	4.0	-11.5	9.5

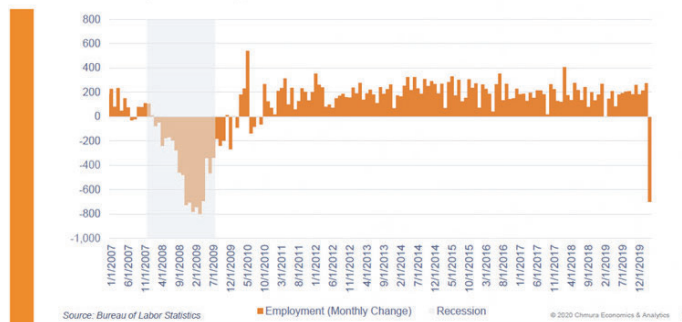
*Source: Blue Chip Economic Indicators



Regional Outlook continued...

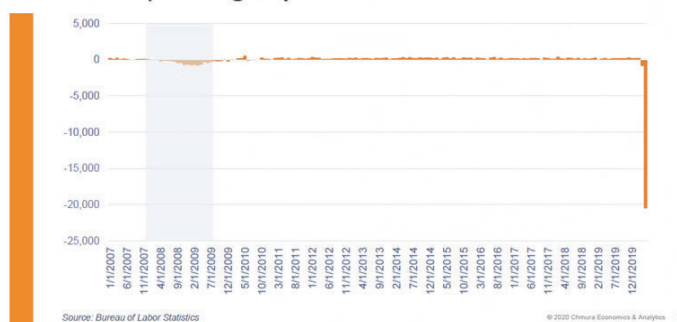
having to find a new job. But the situation was also not as positive as suggested in the first jobs report released for May. That report claimed the unemployment rate fell to 13.3%, with a surprise gain of 2.5 million jobs. Unfortunately, the BLS later noted errors in the counting process. Rather than release a correction, they will let the numbers speak for themselves in the next release.

Employment Growth (Monthly Change in Thousands) Through March 2020



Employment growth shown for U.S.

Employment Growth (Monthly Change in Thousands) Through April 2020



So we forecast... with the best data available.

Our approach has always been to rely on the data. But this spring we've had to play with the model, trying to guess what the data may say when it becomes available. In particular, we've tried to guess what the unemployment level might be when we get official statistics (later) that show what we are witnessing (now). We've constructed different scenarios with drops in employment and recovery rates. We've also included in the scenarios different assumptions about retail spending and income growth. We know we need to make those adjustments when firms announce pay cuts and layoffs that we won't see in the data for weeks or months.

The final graph shows our employment forecast with no adjustments. The Blue Chip forecast for US GDP and other variables drives the visible dip in employment (light blue line). With more people filing for unemployment than anticipated when the Blue Chip forecast was prepared, we made our own adjustments (dark blue line). We show a greater drop, but also faster recovery in the region,

owing to strong expectations in the information sector (e.g., Microsoft) and in the regional retail trade sector (Amazon).

Puget Sound Employment (thous.)



Perhaps the biggest challenge in constructing our scenarios is deciding on recovery rates. The stock market tells us the recovery rates should be large – pushing the economy back to “normal” by the end of the year or early 2021. Then again, we are not sure what to make of the stock market right now. We know of layoffs at Boeing and the public sector, and budget cuts likely in higher education. We also know that traffic at the airport, restaurants, and other places will not fully recovery for months – perhaps until there is a vaccine. Oh, that. Can someone tell us when there will be a vaccine, and maybe therapeutics? Having that information would be helpful when constructing a forecast.

The unknowns are staggering at the moment. And we have not mentioned the presidential election or lingering U.S.-China tensions.

We are watching infection rates very carefully. A possible increase in cases after so much gathering (Memorial Day celebrations and people simply getting tired of distancing, to the very important protests related to BLM and the killing of George Floyd) will be critical in preparing the next forecast. Learning more about unemployment and public sector budgets will also be critical.

Preparing a forecast is crucial in terms of the process. It makes you think carefully about what could make your forecast really miss the mark. Especially now, it is the process that is so helpful, not necessarily the numbers you generate. (It reminds us of the old adage – that budgets are not always that helpful, but budgeting is essential.)

One final note – keep an eye out for winners and losers. The economic impact of COVID-19 may end up being more concentrated in certain areas. Microsoft and Amazon may walk away relatively strong, while live events and tourism suffer. This is the nature of the disaster-based recession we are now in.

An Economic Crisis

But not the one you're thinking of

As extraordinary events roil the country, from the global pandemic to Black Lives Matter protests across major U.S. cities, it is clear that America is in crisis.

These events are not unrelated; the pandemic sparked the kindling of black inequality that has been here all along. Black, Hispanic/Latinx, and Native Hawai'ian/Pacific Islander residents face higher rates of coronavirus infection than White residents. Hospitalizations for those minority groups are also higher, although deaths are only statistically higher among Hispanic/Latinx residents compared to White residents. Here in the Puget Sound, as exists elsewhere in the country, there is profound inequality along racial lines.

It is not difficult to see this in the economic data. The 2018 median black household income in King County was \$55,152; the median white household income in the same place, same year, was nearly double at \$101,247. Even accounting for margin of error – an important thing when taking averages across a large population – the difference between incomes is still \$36,500.

This is the largest difference between racial household incomes in the four-county Puget Sound region, but hardly the only one. While Asian households tend to have higher incomes on average than white households in King and Snohomish, they see large disparities in Pierce and Kitsap Counties. In fact, nearly every racial group faces inequality when compared to white households across the region.

The large difference in Asian household income across the region helps to highlight that the “average” household income of any racial category is a myth, a construct of statistics. We use these numbers for ease of

calculation but each average represents a distribution of households, some wealthy, some not. These averages help clarify if households of a certain race are distributed more towards wealth or poverty, and in using them we must keep that specific purpose in mind.

By taking the difference in income and multiplying by the number of households in each racial group, we can begin to get an idea of the scope of the inequality: between \$4-9 billion (considering margin of error). In the median scenario, there is a \$6.9 billion shortfall between what minority households would have if they took home similar income to white households and what they currently take home.

There is no economic reason for inequality to fall along racial lines; this is a simple matter of the legacy of policies that consistently denied minorities opportunities throughout this country's history. However, the toll on our economy is very real. A large part of that \$6.9 billion would be spent in our region were it to exist, creating a sizable economic impact.

Our back-of-the-envelope calculations find that in the median scenario, an increase in income of \$6.9 billion would lead to an additional 52,000 jobs in the region, with an average annual wage of \$58,000. This would create \$8.7 billion in additional economic output, over half (\$5.4 billion) of which would represent a value add to society (profit, less input costs).

Accounting for margin of error on household income, the number of jobs created would range from 32,000 in the low scenario to 68,000 in the high scenario. Total economic output could also range from \$5.3 billion to \$11.5 billion.

Race/Ethnicity	Median Household Income (2018)			
	King	Snohomish	Pierce	Kitsap
Black or African American	\$55,152	\$69,796	\$59,218	\$37,095
American Indian and Alaska Native	\$63,558	\$57,325	\$73,076	\$59,699
Asian	\$111,609	\$101,661	\$59,358	\$65,750
Native Hawaiian and Other Pacific Islander	\$76,826	\$56,712	\$72,888	\$74,671
Some other race	\$57,592	\$84,272	\$50,781	\$53,608
Two or more races	\$85,337	\$67,056	\$76,836	\$73,304
Hispanic or Latino origin (of any race)	\$66,853	\$81,239	\$61,418	\$70,842
White alone, not Hispanic or Latino	\$101,247	\$88,847	\$80,320	\$80,050

All of these calculations were done using an income change scenario for the four-county Puget Sound region in IMPLAN, an economic impact modeling software. They do not represent definitive research on the topic, but through sharing this we hope to shed light on the way economic inequality along racial lines can hurt the overall economy, for everyone.

Retail Sales

Peering into the crystal ball

As America reopens county by county, a number of reports are suggesting that changes to consumer behavior may stick around for the long run. A survey by McKinsey & Company¹, a management consulting firm, found that many consumers are embracing a more digital lifestyle. This includes curbside pickup, grocery delivery, and using video services for both work and social purposes. Consumers also indicated that they were planning to reduce in-person activities like shopping and attending events, and many planned to increase their online shopping.

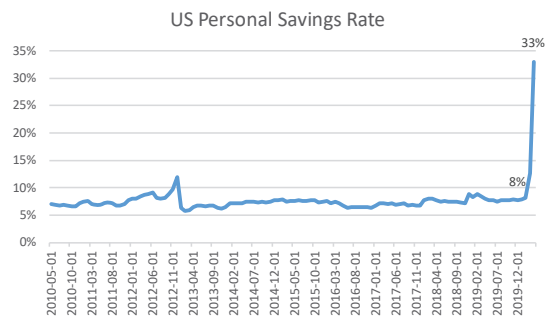
Not only has the pandemic changed how we shop for essentials, but non-essentials as well. In the early days of the crisis, no one was prepared. Social media was inundated with images of empty grocery store shelves, and stores struggled not only to keep shelves stocked but also to keep their online shopping sites functioning. Consumers would fill their carts only to find that there were no available delivery or pick up times or that many items were sold out.

In just a few weeks, we have seen a transformation, unlike any other by the grocery industry. Grocery giant Kroger hired more than 20,000 employees in just a few weeks and online shopping has been overhauled. The longer consumers have to adapt to this new normal, the more likely they are to form new habits and stick with them. It only takes 66 days for a habit to form, and it has now been well over 80 days since the first closures began in early March.

As stores across Washington begin opening, consumers will see a profound change to the retail landscape. Companies, both large and small, have been forced to close their doors

for good. For some, like JCPenny, the pandemic was the final blow to a company that had been on its last leg for years. For many small businesses, financial woes appeared overnight, leaving previously profitable companies unable to make their rent. Some were lucky and had understanding landlords who, in some instances, cut rent by 90² percent, but others were not so fortunate. CBS News³ reported in late March that the pandemic could permanently close 15,000 stores across the country, a significant increase over last years' record closure of over 9,500 stores.

With all these closures, both permanent and temporary, many consumers are not spending their stimulus checks. The checks contributed to personal income increasing 10.5 percent, while consumption fell 13.6 percent. Combined, this lead to the savings rate soaring to an all-time high of 33 percent⁴.



¹<https://www.mckinsey.com/business-functions/marketing-and-sales>

²<https://www.steepologie.com/>

³<https://www.cbsnews.com/news/coronavirus-15000-stores-close-year-2020/>

⁴<https://www.nytimes.com/2020/05/29/business/economy>

PUGET SOUND RETAIL SALES

	2019		2020			2021	Years			
	2019.4	2020.1	2020.2	2020.3	2020.4	2021.1	2018	2019	2020	2021
Retail sales (bils. \$)	95.2	94.3	83.9	82.3	83.6	86.2	88.5	93.4	86.0	90.8
Building materials	7.5	7.4	6.6	5.9	6.3	6.8	7.0	7.4	6.6	7.2
Motor vehicles and parts	22.6	21.6	14.3	14.1	14.6	15.8	20.5	22.0	16.2	18.1
Furniture and electronics	3.4	3.4	3.1	2.9	3.0	3.1	3.3	3.4	3.1	3.3
General merchandise	10.1	10.2	10.3	10.3	10.4	10.5	9.6	10.0	10.3	10.6
Food and beverage	12.6	12.6	12.5	12.3	12.0	11.8	11.9	12.4	12.3	12.3
Gasoline stations	5.5	5.3	5.3	5.3	5.3	5.3	5.6	5.6	5.3	5.4
Clothing and accessories	3.9	3.9	3.4	3.3	3.3	3.4	3.7	3.8	3.5	3.6
Food services and drinking	11.7	11.7	10.2	9.9	10.2	10.7	10.9	11.5	10.5	11.4
Other retail sales	17.9	18.2	18.3	18.4	18.5	18.6	16.1	17.3	18.3	18.9
Taxable retail sales (bils. \$)	116.0	114.2	93.9	94.2	93.2	95.4	107.4	113.3	98.8	105.3
Retail trade	46.1	45.8	40.5	40.4	39.9	40.7	43.1	45.4	41.7	44.1
Other taxable sales	69.9	68.4	53.4	53.8	53.2	54.7	64.3	67.9	57.2	61.2
Annual growth (% change)										
Retail sales	5.0	-3.8	-44.2	-7.6	6.1	12.6	6.3	5.5	-7.9	5.6
Taxable retail sales	7.0	-6.3	-71.1	1.2	-4.3	9.4	9.7	5.5	-12.8	6.5

Construction and Real Estate

Shelter from the Storm

The Puget Sound region saw a jump in house prices just before the world was rocked by COVID-19. This price increase revives the too-familiar worry: is this growth sustainable? Rising prices pose an issue for buyers if the other conditions that contribute to the home-buying decision – primarily the mortgage rate and personal income – are not moving in a way that counteracts the pressure of rising prices. Let's first look at the context of the Puget Sound housing market to see how we got here.

In 2017 and early 2018, concerns about unsustainable growth dampened the glow of development and expansion. High-paying job opportunities and increasing prices put opposing pressures on Puget Sound housing demand. Our affordability index (at economicforecaster.com) captured this shift with a sharp decrease in 2018 Q2 trailing into early 2019. A brief cooling period assuaged these worries as lower prices and a decreasing mortgage rate created a breath of fresh air for buyers in the summer of 2019.

Right before the effects of COVID-19 took root, the Puget Sound was experiencing another growth in prices – the second-highest in the nation. The average house price grew 7 percent in January 2020, and again by 4 percent in February, landing at \$630,000. The Puget Sound has not seen price growth above 7 percent since an anomalous 20 percent jump in February of 2018 and, barring this occurrence, since early 2012. While home prices in the

region are expected to dip as a result of the pandemic, Puget Sound personal income will fare far worse as one of the crucial variables that influences price-growth sustainability.

Personal income growth per capita in our region has seen tepid oscillations in the 0-2 percent range – not enough to outpace inflation – since the beginning of 2016, with a downward slide in 2019 that ended at 0.3 percent. In Q1 this year, personal income fell 9 percent – the first decline since 2015 Q4. There are further decreases projected. With no reprieve from rising prices yet, and the decline in personal income outpacing any relief from a price drop, this leaves the mortgage rate to support affordability. Thankfully, it has maintained its historic lows. It is too soon to tell, but this mix of factors could be enough for the housing market to exit this recession with only a minor contraction.

The question of market sustainability is more than just theoretical for the Puget Sound. As a home is often the largest investment the average American will make, the rapid onset of recession is worrisome. In the last recession, homes lost nearly a third of their value. While we do not expect such a large decline, home value growth is expected to stagnate in 2020 and 2021. Don't be misled by strong housing market reports in April - in the short term losses to income will curb home buying.

PUGET SOUND CONSTRUCTION AND REAL ESTATE

	2019.4	2020.1	2020.2	2020.3	2020.4	2018	2019	2020	2021
Housing permits (thous.)	27.6	26.0	16.2	18.1	22.6	26.1	27.2	20.7	23.0
Single-family	10.6	10.1	6.4	7.3	9.2	10.1	9.7	8.2	9.8
Multi-family	17.1	15.9	9.8	10.9	13.4	16.1	17.5	12.5	13.2
Housing permits (mils. \$)	5941.2	5466.9	3528.4	4015.8	5086.0	5534.5	5707.5	4524.3	5395.7
Single-family	3397.9	3391.7	2151.7	2476.3	3168.9	3432.1	3238.2	2797.2	3438.9
Multi-family	2543.3	2075.1	1376.7	1539.5	1917.1	2102.4	2469.3	1727.1	1956.8
Average home price (thous. \$)	608.4	627.7	614.9	608.6	605.7	568.1	591.8	614.2	597.0
Active home listings (thous.)	7.0	6.5	6.7	7.0	7.4	8.0	8.6	6.9	7.5
Home sales (thous.)	67.0	66.2	58.8	54.6	47.8	66.5	65.5	56.9	49.0
Apartment vacancy rate (%)	5.1	5.0	5.4	6.0	6.8	5.1	5.0	5.8	7.2
Average apartment rent (\$)	1735	1767	1755	1765	1776	1630	1725	1766	1794
Annual growth (% change)									
Housing permits (mils. \$)	11.5	-31.9	-141.8	55.3	106.6	-9.0	3.1	-20.7	19.3
Average home price	17.6	12.7	-8.1	-4.2	-1.9	8.9	4.2	3.8	-2.8
Average apartment rent	-12.1	7.4	-2.6	2.3	2.4	4.4	5.9	2.4	1.6

Identifying and Sorting Through Income Inequality

Anneliese Vance-Sherman, Ph.D.

Regional Labor Economist, Washington Employment Security Department

At the start of 2020, the condition of the Washington state labor market was strong and overwhelmingly positive, by most conventional measures. The statewide unemployment rate reached an all-time low, with the unemployment rate in the Seattle area dipping to the low 2 percent range. Statewide, all major industry sectors had long since recovered from the Great Recession and continued to grow. (Beneath the surface, of course, questions of income inequality and uneven labor markets were present and persistent). When faced with questions about the next recession, economists (including myself) shrugged and pointed to the depth of the Great Recession as a possible explanation for the longest economic expansion on record. Of course, there could be a black swan event—there is always the lingering possibility of something nobody sees coming. At the start of 2020, a new virus was reported out of Wuhan, China, causing concern among economists about possible supply chain disruptions that could impact the American consumer in the form of increasing prices of manufactured goods.

A few weeks into the new year, a completely unexpected narrative unfolded. The first documented case of Novel Coronavirus in the United States was identified in Snohomish County on January 21, placing Washington at the North American frontier of a rapidly unfolding health and economic crisis. By early March, cases in the Puget Sound region were multiplying, and business leaders were beginning to make executive decisions to send workers home with their computers and temporarily closing buildings to facilitate deep cleaning.

By mid-March, Governor Jay Inslee issued a series of executive orders designed to slow the spread of Covid-19 in Washington state. Proclamations included limiting in-person gatherings to less than 250 persons (March 11), closing schools in King, Snohomish, and Pierce Counties (March 12), extending school closures statewide (March 13), closing dining rooms for all restaurants and bars in Washington (March 15) and halting elective surgery (March 19), and formalizing the “stay home, stay healthy order” (March 23).

This crisis unfolded differently than most economic downturns. Most large-scale economic downturns occur over a longer timeline, as businesses gather information and make decisions in response to that data. This time around, layoffs happened in nearly real-time as government directives were issued. As a result, the month or quarterly lag in many of our most reliable datasets forced economists to look to other closer-to-real-time datasets in order to make sense of the rapidly-unfolding situation.

Unemployment Insurance Claims

The Employment Security Department collects and publishes counts of unemployment insurance claims. During the rapid downturn, the Labor Market and Economic Analysis division (LMEA) began to publish weekly unemployment insurance claims data, covering multiple angles in order to offer quick and reliable information to decision-makers throughout Washington.

As claims began to flood in, we have noticed some trends:

- Workers from a few industries were impacted to a greater extent than the others. In particular, accommodations and food services, health care and social assistance, retail trade, construction, and manufacturing; work tasks in these industries rely to a large extent on in-person interactions, which introduced a certain degree of vulnerability in terms of virus transmission and are less likely to pay family-sustaining wages. These were also industries that were explicitly called out in early executive orders.
- No industry was left untouched, although the relative number of claims in industries was lower in some of the ‘high tech’ industries such as professional services and information, which were more conducive to telecommuting arrangements.

Continued on page 8

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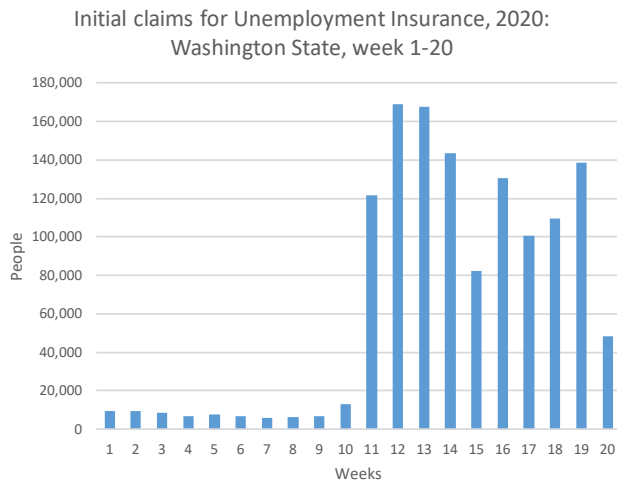
FORECAST DETAIL 60 Percent Probability

	2019.4	2020.1	2020.2	2020.3	2020.4	2018	2019	2020	2021
Employment (thous.)	2204.7	2214.0	1907.1	1995.2	2001.4	2138.0	2186.7	2029.4	2110.9
Goods producing	325.4	328.3	261.5	263.3	267.7	314.6	323.0	280.2	286.7
Natural resources and mining	1.2	1.2	1.0	1.0	1.0	1.2	1.2	1.0	1.1
Construction	136.5	139.8	94.6	100.7	105.5	131.5	134.2	110.1	120.7
Manufacturing	187.7	187.4	165.9	161.6	161.1	182.0	187.6	169.0	165.0
Aerospace	84.4	84.1	73.9	74.2	74.4	79.7	84.5	76.7	74.5
Other durable goods	69.4	69.4	60.5	56.8	55.9	69.2	69.6	60.7	58.4
Nondurable goods	33.9	33.9	31.5	30.5	30.8	33.2	33.5	31.7	32.1
Services producing	1879.3	1885.7	1645.6	1731.9	1733.8	1823.4	1863.7	1749.3	1824.1
Wholesale and retail trade	334.9	334.4	287.4	306.0	308.7	326.7	332.8	309.1	332.4
Transportation and public utilities	79.3	79.5	70.6	68.2	69.1	78.4	79.0	71.9	74.6
Information	132.8	134.9	133.5	132.4	134.1	120.6	130.2	133.7	138.1
Financial activities	107.2	106.1	104.8	103.3	100.9	104.9	106.6	103.8	99.9
Professional and business services	313.7	315.8	283.8	282.0	277.2	302.7	310.4	289.7	299.8
Other services	601.4	600.5	462.2	538.8	544.9	579.5	595.5	536.6	580.1
Government	310.1	314.5	303.3	301.2	298.8	310.7	309.3	304.4	299.2
State and local	256.8	260.8	249.4	247.2	244.8	257.7	256.1	250.6	245.1
Federal	53.3	53.7	53.8	53.9	54.0	53.0	53.2	53.9	54.1
Unemployment rate (%)	3.1	3.7	15.2	12.8	12.1	3.7	3.4	10.9	7.9
Personal income (bils. \$09)	279.1	276.5	258.2	240.4	245.8	268.2	277.7	255.2	273.6
Personal income (bils. \$)	307.8	306.0	285.5	266.5	273.6	290.0	304.6	282.9	308.1
Wage and salary disbursements	173.6	170.2	165.3	146.6	149.3	163.6	172.2	157.8	167.2
Other income	134.2	135.8	120.2	119.9	124.3	126.4	132.4	125.1	140.9
Per capita personal income (\$)	73123	72429	67318	62634	64020	70084	72671	66600	71541
Consumer price index (82-84=1.000)	2.791	2.821	2.797	2.808	2.822	2.710	2.781	2.812	2.861
Housing permits (thous.)	27.6	26.0	16.2	18.1	22.6	26.1	27.2	20.7	23.0
Population (thous.)	4209.9	4224.6	4241.5	4255.2	4273.1	4137.9	4190.8	4248.6	4305.8
Net migration (thous.)	27.7	35.0	43.8	31.3	47.8	30.6	27.6	39.5	26.3
Three-month treasury bill rate (%)	1.6	1.1	0.1	0.1	0.1	2.0	2.1	0.4	0.2
Conventional mortgage rate (%)	3.7	3.5	2.9	3.0	3.1	4.5	3.9	3.1	3.1
Annual growth (% change)									
Employment	1.5	1.7	-55.5	18.5	1.3	2.3	2.3	-7.2	4.0
Personal income (cur. \$)	2.7	-2.4	-26.7	-26.6	10.6	6.4	5.0	-7.1	8.9
Consumer price index	-1.8	4.4	-3.5	1.7	2.0	3.2	2.6	1.1	1.7
Housing permits	-20.7	-23.9	-150.2	47.1	97.9	-5.6	4.1	-23.8	11.0
Population	1.2	1.4	1.6	1.3	1.7	1.4	1.3	1.4	1.3

Identifying and Sorting Through Income Inequality - Cont.

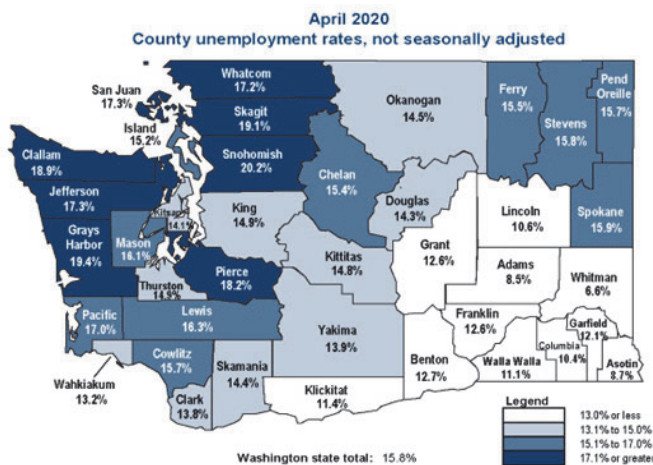
Anneliese Vance-Sherman, Ph.D.

Regional Labor Economist, Washington Employment Security Department



Labor force and Unemployment rates

Now that the Covid-19 crisis has extended a full month beyond the original anticipated deadline, our traditional data resources have matured and begun to catch up, offering more, and better optics on the situation. The unemployment rate in April jumped from a period of record lows to a seasonally adjusted record high of 15.4%.



When we look at the spatial variation around the state, a few patterns emerge:

- Counties that touch saltwater saw the highest unemployment rates. This is because of their robust tourism-based economy. The closure of restaurants and bars, paired with canceled vacations swiftly impacted Washington's coastal areas.

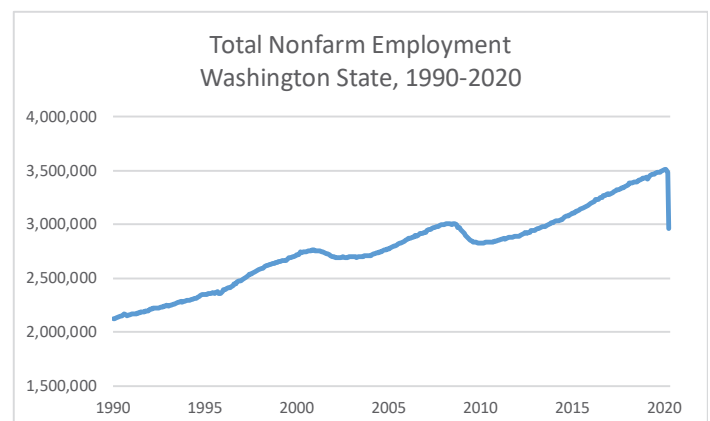
- Labor force data reflect where people live rather than where they work. Many unemployed workers in Snohomish and Pierce Counties previously had jobs based in King County.
- Snohomish County and Skagit County were also impacted by a decline in manufacturing employment.

Payroll statistics

Monthly payroll statistics shine a mirror on data collected from the Unemployment Insurance system. In April, Washington state employers reported a loss of 527,000 jobs compared to the previous month. Leisure and hospitality suffered the deepest one-month losses (-177,700), followed by construction (-81,000) and education and health services (-66,700). All major industries reported net losses over the month.

Moving forward

As we chart our path forward, each of these data resources will be critical in reflecting change, and will inform our understanding about who is affected by those changes. Executive orders in recent weeks have shifted toward phased opening of economic activities on a county-by-county basis. As regions and businesses re-open, we will inevitably see some shifts in the regional ecosystem. Some businesses will not return, others will operate differently. Telecommuting may gain more acceptance and work environments will likely change in order to protect businesses, workers and customers from health risks.



Washington State Economy

Steve Lerch

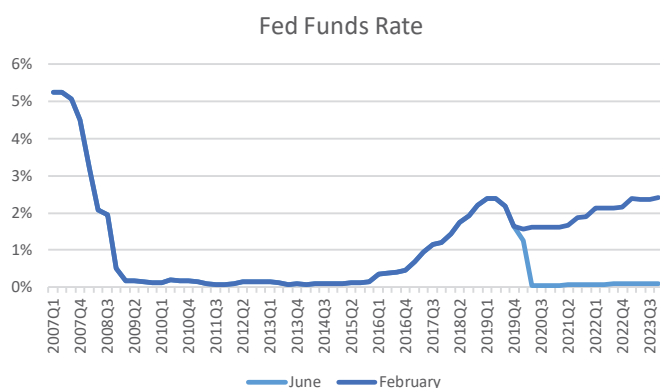
Executive Director & Chief Economist

Washington State Economic Revenues Forecast

The Washington Economic and Revenue Forecast Council released a preliminary economic forecast on June 2nd (available on the ERFC website erfc.wa.gov); a final economic and revenue forecast will be released on June 17th. The COVID-19 pandemic has drastically changed the economic landscape since our February forecast. Measures to address the pandemic have led to business closures and widespread unemployment. While the Washington economy is gradually reopening, the ongoing impacts of the pandemic create a substantial degree of uncertainty in regard to this forecast.

Interest Rates¹

Since the previous (February) forecast, the Federal Reserve has reduced the federal funds rate to a range of 0% – 0.25%. The Federal Reserve has also created a number of credit facilities to make loans and purchase bonds to support the functioning of credit markets. This forecast assumes the Federal Reserve will maintain the federal funds rate in this range throughout the forecast period and that credit facilities are utilized and effective in narrowing credit spreads.



source: IHS-Markit, ERFC preliminary June 2020 forecast

Oil

Since our last forecast, oil spot prices have decreased substantially for both West Texas Intermediate (WTI) and European benchmark Brent. For the week ending May 22nd, WTI is \$33 per barrel or about \$20 lower than at the time of the February forecast while Brent dropped by \$25 per barrel to \$34 over that period. Futures prices remain below the February forecast through 2025. Oil prices paid by refiners are expected to average \$35 per barrel this year (down from \$52 in the February forecast), gradually rising to \$46 per barrel by 2025.

Refiners' Acquisition Price - Oil

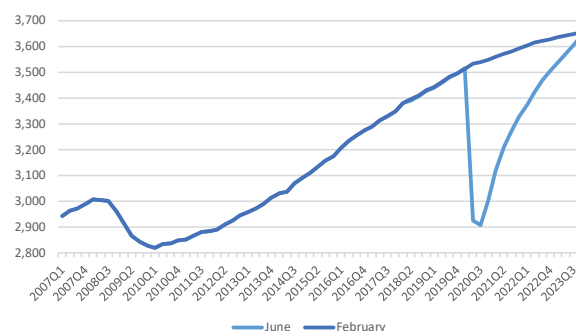


source: U.S. Dept. of Energy, IHS-Markit, ERFC preliminary June 2020 forecast

Washington Nonfarm Employment

We have four months of new Washington employment data since the February forecast was released. The impact of the pandemic on the labor market has been unprecedented, with total nonfarm employment falling 453,000 (seasonally adjusted) in April and declining a total of 446,200 in January through April. The February forecast had expected an increase of 27,500 jobs in the January through April period. Private services-providing sectors lost 359,300 jobs in the four-month period. Construction employment declined by 47,200 jobs and manufacturing declined by 27,700 jobs, including the loss of 8,300 aerospace jobs. Government payrolls declined by 11,100 jobs in January, February, March, and April.

WA Nonfarm Employment (SAAR; thous.)



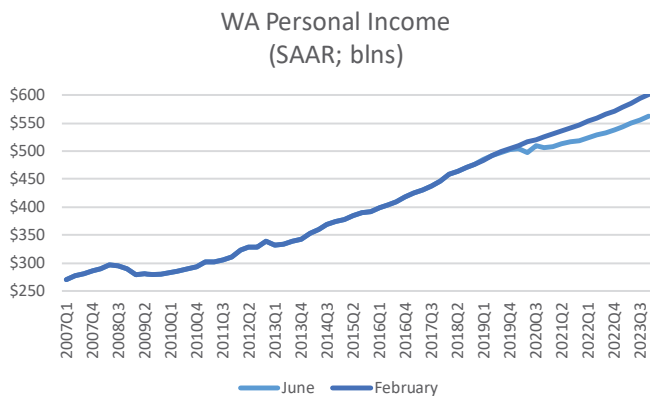
source: U.S. BLS, IHS-Markit, ERFC June 2020 prelim forecast

We expect Washington employment to decline 11.0% this year, well down from the pre-COVID 1.8% growth we had expected in the February forecast. After declining in the second and third quarters of 2020, we expect employment to increase in the fourth quarter and continue to increase through the forecast period. However, it will not reach levels expected in the February forecast until 2024.

After falling to an all-time low of 3.8% in February, Washington's unemployment rate increased to 5.1% in March and to 15.4% in April. The April unemployment rate was a new all-time high in the series that dates back to 1974. The unemployment rate is expected to average 14.9% in 2020. The unemployment rate is not expected to decline to single digits until the third quarter of 2023.

Washington Personal Income

In March, after the previous forecast was complete, the U.S. Department of Commerce, Bureau of Economic Analysis (BEA) released state personal income estimates for the fourth quarter of 2019 and revised estimates of state personal income for the first three quarters of 2019. According to these estimates, Washington personal income rose from \$497.3 billion (SAAR) in the third quarter to \$502.1 billion in the fourth quarter. The reported 4.0% growth rate (SAAR) in Washington personal income was the 6th largest among the states and District of Columbia and exceeded the 3.0% growth rate for the U.S. as a whole. Washington personal income for all of 2019 grew by 5.7%, which also ranked 6th among the states and District of Columbia and exceeded the 4.4% growth rate for the U.S. as a whole.



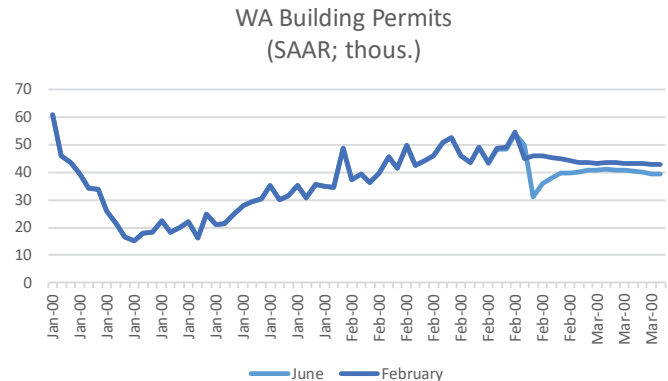
source: U.S. BEA, IHS-Markit, ERFC June 2020 preliminary forecast

First quarter 2020 personal income data, the first period in which COVID-19 impacts on personal income will be observed, are not yet available. However, our personal income forecast incorporates COVID-19 impacts and fiscal policy responses to the pandemic such as the increased unemployment benefits in the CARES Act. Personal income for 2020 is expected to be \$13.4 billion lower compared to the February forecast. After growing 2.1% this year, personal income is expected to grow by 1.9% in 2021. Personal income growth rates gradually increase, reaching 4.9% in 2025.

Real Estate and Construction

According to the S&P/Case-Shiller Home Price Indices, seasonally adjusted Seattle home prices increased 1.1% in March compared to February and were up 6.9% over the

year. This marks eight consecutive months where Seattle-area home prices rose over the year. In comparison, the composite-20 index was up 3.9% over the year. Seattle home prices are up 102% since the December 2011 trough and exceed the May 2007 peak by 40%.



source: U.S. Census, IHS-Markit, ERFC June preliminary 2020 forecast

Total statewide real estate sales (seasonally adjusted) subject to the real estate excise tax equaled \$7.1 billion in February and \$7.6 billion in March but then declined to \$5.2 billion in April. Sales were lower both for large commercial properties and for residences.

Washington housing permits decreased from 53,700 units (SAAR) in the fourth quarter of 2019 to 49,800 units in the first quarter of 2020. First quarter permits consisted of 24,800 single-family units and 25,000 multi-family units. However, April 2020 permits appeared to be affected by the COVID-19 pandemic, dropping to 28,600 units (12,000 single family and 16,600 multi-family units). The February forecast had assumed an average rate of 44,900 units for the first quarter and 45,900 units for the second quarter of this year.

For all of 2020, we expect housing permits for 38,800 units this year compared to our February forecast of 45,500. We expect housing permits to average 40,000 units per year from 2021 through 2025, down from the average of 42,900 units in the February forecast.

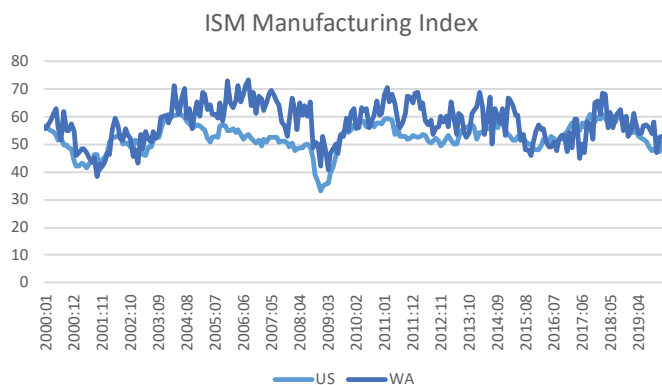
Washington construction employment is expected to average 195,400 jobs this year, about 26,000 jobs fewer than in the February forecast. We expect 2021 construction employment to decline to 187,900 jobs before gradually increasing in 2022 through 2025.

Manufacturing

After three consecutive months above 50 (index values above 50 indicate growth while values below 50 indicate contraction) in December 2019, January and February, the Institute of Supply Management - Western Washington Index (ISM-WW) has fallen below 50 in March and April. The index, which measures conditions in the

manufacturing sector, decreased from 46.0 in March to 38.5 in April. The production, orders, employment, and inventory components all indicated contraction in April. As in March, only the deliveries components indicated expansion, however this is misleading. A slowing of deliveries is a plus for the index as it normally reflects strong demand. In the current context the slowing of vendor deliveries is due to supply disruptions.

Washington manufacturing employment is now expected to be 254,900 in 2020 or 38,100 below the 293,000 expected in February. We expect manufacturing employment to grow 3.2% in 2021 and 5.9% in 2022 before growth slows to an average of 1.4% in 2022 through 2025. Despite the growth starting next year, manufacturing employment remains below the February forecast through 2025.

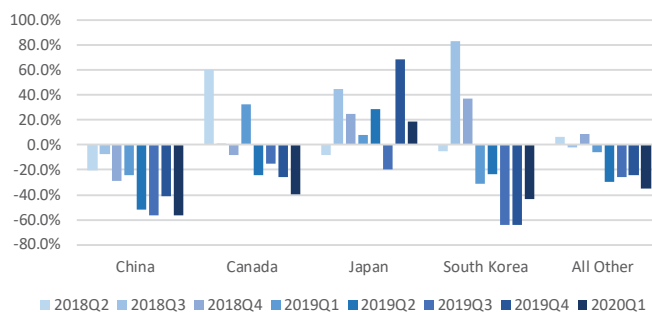


source: Institute for Supply Management, ERFC

In late April, Boeing announced a number of changes in production rates in response to the impact of COVID-19 on air travel and the demand for commercial aircraft. This included production of the 787 dropping from its current rate of 14 aircraft per month to 10 in 2020 and 7 per month in 2021; 777 production dropping from 5 per month in 2020 to 3 per month in 2021; and a gradual production increase of 31 per month for the 737 MAX (previous plans had production ramping up to 57 aircraft per month). It also announced plans to reduce jobs in its commercial aircraft division by 15%. We have incorporated these employment changes in our forecast.

Aerospace employment was 88,900 in the fourth quarter of 2019. Although employment declined by about 300 jobs in the first quarter of this year, we expect larger declines for the remainder of the year, hitting a low point of 71,700 in the fourth quarter. Aerospace employment is then expected to gradually increase to 74,000 in 2021 and 77,400 in 2022.

Year-Over-Year Growth in Export Value, Major Trading Partners



source: WiserTrade

Exports

Washington exports declined sharply over the year for a sixth consecutive quarter. Year-over-year exports decreased 35.1% in the first quarter of 2020 following a 22.9% reduction for all of 2019. The large declines were primarily due to transportation equipment exports (mostly Boeing planes) which fell 59.2% in the first quarter of 2020 and declined 37.4% in 2019. Boeing suspended deliveries of the 737 MAX in March 2019, which clearly affected exports since the second quarter of 2019. First quarter 2020 exports of agricultural products decreased 21.3% over the year while exports of all other commodities (mostly manufactured goods) declined 5.7% over the year.

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¹ Data sources: Washington Economic and Revenue Forecast Council, Washington Department of Revenue, Washington Employment Security Department, U.S. Bureau of Economic Analysis, U.S. Bureau of Labor Statistics, U.S. Department of Energy, IHS-Markit, WISERTrade, Institute for Supply Management

Leading Index

A Long Way Down

Sometimes, you find out that you are looking for the wrong things. While our leading index had been faltering for the past few quarters – not quite rising, not quite falling – something was quietly lining up to land a huge blow to the global economy. That something was COVID-19, and now we begin to see its impact in the index.

The leading index fell 8.2 percent year-over-year in 2020 Q1, the largest drop since 2009. Even this is just a taste of what we expect to see next quarter, as the pandemic only picked up speed in our region at the end of Q1.

The goal of the leading index is to get ahead of the economy by monitoring a set of “leading” indicators, or ones that represent the proverbial canary in the coal mine. As we are knee-deep in another recession, this raises the question: how well did the index do at predicting this recession? Well, it’s a mixed bag.

On one hand, this is not a financial or economic recession. It is a disaster-based one. Think Hurricane Katrina. These

are generally out-of-nowhere events that cause a sharp, localized economic downturn with a decently sharp upturn, the elusive V-shaped recovery. Therefore, no element of the economy could have predicted a recession here, as this recession did not come from economic forces. The quarterly index did not find anything worrying in the economy beyond some general stagnation, and therefore did not predict this recession.

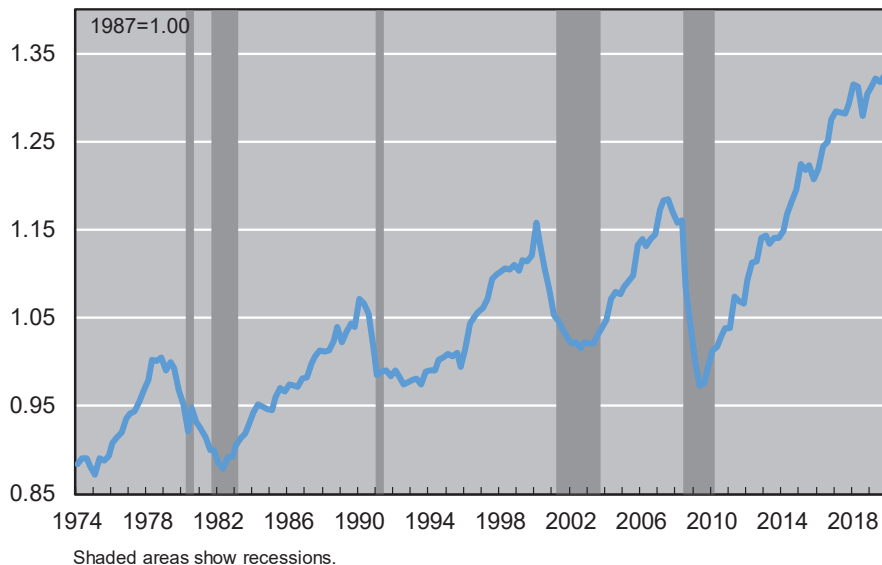
But in some ways, it did. Consumers reacted quickly to the news, lowering demand at in-person stores and restaurants before lockdowns were imposed and after they were relinquished – Atlanta stands as one example. Our monthly index began falling in mid-March. Given the very small amount of warning, the index correctly pointed to recession.

Now that we are in a recession, the index faces a similar issue with “black swan” events. While it may monitor increasing economic activity and call for expansion again, a secondary outbreak could quickly curtail any recovery. While the disaster-based recession analogy holds when your town is hit by a storm, we have few-to-no examples of a world on fire.

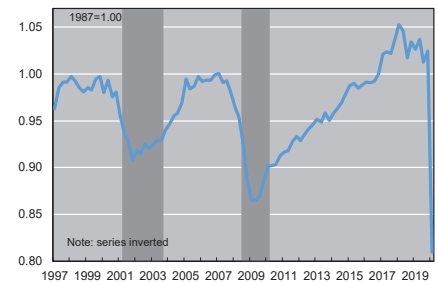
Still, it is important to look for silver linings. Puget Sound online job postings have stayed strong, even into April. The number of new unemployment claims is high while continuing unemployment claims are relatively lower – indicating some returning to work. This seems to have been supported by the May jobs report, which saw an uptick nationwide (Puget Sound numbers have not been released yet). Perhaps the labor market will bounce back stronger than expected – the stock market seems to think so.

The future is uncertain, but we’ll continue to monitor the economics and epidemiology to give you the best view of it.

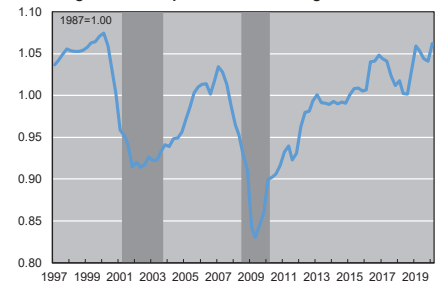
Puget Sound Index of Leading Economic Indicators



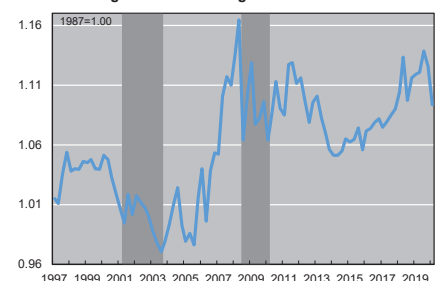
Puget Sound Initial Claims for Unemployment Insurance



Puget Sound Help-Wanted Advertising



Washington Manufacturing Hours



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

Date: July 15, 2020

Subject: Ballot Measure Pro/Con Committees Appointments

RECOMMENDATION:

That the City Council appoint members to the "pro" and "con" committees for a proposed ballot measure relating to a potential Fire and Emergency Medical Services ballot measure, IF any additional applications are received before July 21st.

BACKGROUND DISCUSSION:

As part of the ballot measure information in the voter pamphlet, the Council must appoint individuals to write statements in favor of, and in opposition to, any potential ballot measure, if one is approved for the November 3, 2020 general election. At its June 16, 2020 meeting, the Council directed the City Clerk to proceed to advertise for applicants for these committees. On June 18th, a press release was issued for individuals to volunteer for the committees, with a deadline of June 30, 2020.

At the July 7th Council meeting, two individuals were appointed to the 'pro' committee and one individual was appointed to the 'con' committee. Council directed that the recruitment should be extended to solicit additional members, and the deadline was extended to July 17th; as of the date of this memo, no additional applications have been received.

King County Elections' Jurisdiction Manual states the committees shall have no more than three members. However, a committee may seek the advice of any person or persons. Members shall be appointed from persons known to favor or oppose the measures as appropriate. The committees should each select a spokesperson for that committee. If the jurisdiction is unable to identify persons to serve on any of the committees, the Council must notify King County Elections, detailing efforts made to establish the committees, and they will publish a statement to that effect in the pamphlet.

The committee appointment forms must be submitted to King County no later than August 4, 2020. The committees' statements are due on August 11, 2020. The purpose of the July appointment is to allow the committees ample time to meet and to construct their arguments.

Any applications will be forwarded to Council following the deadline of 4:00 p.m. on Friday, July 17th. Council may make a motion to appoint up to three members total of any applicants to each committee at their July 21st meeting. Following appointments, the City Clerk will then prepare the appointment form for submittal to King County and contact the individuals to provide them with the information they will need to complete their tasks.



CITY OF KIRKLAND
Planning and Building Department
123 5th Avenue, Kirkland, WA 98033
425.587.3600- www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: David Barnes, Senior Planner
Adam Weinstein, Planning and Building Director

Date: July 8, 2020

Subject: Sustainability Master Plan Review

Recommendation

Review the draft Sustainability Master Plan (see Attachment 1), and provide feedback to staff that will be incorporated into a final version that can be adopted at a future Council meeting.

Background

In January 2019, the City embarked on the development of a Sustainability Master Plan, which is included in the 2019-2020 City Work Program and is intended to identify best practices that allow Kirkland's many sustainability strategies to be implemented and measured, along with new actions needed to achieve a livable and sustainable community.

The recent pandemic has taught us a lot about ourselves and has had immediate and potentially long lasting impacts on the entire community. COVID-19 also has helped illustrate some of the challenges and opportunities surrounding Kirkland's efforts to become more sustainable:

- Significant improvements to mobility, carbon emissions and quality of life are within reach. We have seen many businesses retooling their operations and more people working productively from home. In fact, the reduction in local and regional single occupancy vehicle (SOV) trips has demonstrated a path towards reducing community carbon emissions, improving air quality and public health.
- Structural weaknesses in the community as a whole and in the local economy, such as an over-dependence on global supply chains, have been brought to the forefront. These challenges have created a host of potential opportunities to develop a new, greener economy with a focus on rebuilding our businesses and community with greater resilience that can sustain us during unexpected events and future crises.
- Public outreach can be extensive, inclusive, and equitable while using a virtual meeting platform. The City Council, boards and commissions, community groups, and City staff have demonstrated that meeting attendance can increase

and more ideas and voices can be heard that aid in City and community initiatives.

Sustainability is a major principle and governing value in the Comprehensive Plan and, sustainability concerns and objectives are integrated into many major City policies and functional plans. A major objective of the Sustainability Master Plan is to better coordinate all the sustainability efforts into one functional plan, recommend new policies, provide a clear and prioritized implementation plan, and provide a tool to formalize and memorialize sustainable decision-making.

At the [February 4, 2020 City Council Study Session](#), staff reintroduced the guiding principles for the Sustainability Master Plan and discussed the format and overall organization of the plan, including the plan's thematic sections.

City Council provided the following specific feedback about the plan, and staff has incorporated it into the draft of the plan:

- **Ensure that the plan shows the work we do with local and regional partnerships, such as King County Cities Climate Collaboration (K4C), and others as appropriate.** *This information has specifically incorporated into actions for each topic area, and partners have been identified who will be essential to the implementation of the plan.*
- **While the overarching intent of the plan is to more effectively implement existing environmental policies, new policies needed to attain sustainability goals should be identified in the plan.** *The Sustainability Master Plan includes incremental policies that can be adopted now along with a second set of aspirational policies that exhibit longer-term environmental leadership, all with an intent to achieve environmental goals and make positive change in the community.*
- **Apply a social equity lens on every aspect of what the City does, particularly in the realm of sustainability.** *Staff has coordinated with the subject matter experts at the City and has revised actions throughout the plan to ensure that environmental and social justice outcomes are a critical component of the sustainable decision-making matrix tool.*
- **Provide demographic data on plan participants to ensure the community's diverse voices and communities have been taken into account.** *Staff has provided a summary of the outreach to show how the community was involved in the development of this plan (see Attachment 2). A link has been provided in the plan's appendix to show a broader picture of the outreach conducted.*
- **Provide more examples of the positive benefits of addressing climate change, such as reducing public health impacts and increased energy efficiency.** *Not all community members may be supportive of undertaking sustainability measures solely for the purpose of addressing climate change, and*

identifying other societal benefits could garner broader support from the community. In discussing actions pertaining to reducing carbon emissions, the plan cross-references to many of the associated benefits, including increased energy efficiency, reduced air pollution, and more affordable housing costs.

Plan Organization

The plan is organized into four distinct areas with the following components:

Focus Areas - The plan has 8 focus areas that each comprise an element. Each topical element has specific measurable goals and actions designed to aid in achieving the plan's goals.

Policy - Two sets of policies are presented, the first of which are shorter-term policies that support the plan's actions and the second of which are aspirational and intended to demonstrate the City's long-range commitment to environmental leadership.

Implementation - All of the actions from the element's goals are presented in a matrix that has been scored based on environmental criteria established in the plan. Additional information has been included to aid decision-making on which actions to consider first.

Sustainable Decision Making – This section provides a process that can be used to show how major decisions have considered sustainability principles, using a weighted decision-making tool, and then how to memorialize that thought process in City staff reports.

Community – The City as an organization is just one of the partners in ensuring a sustainable Kirkland for all future generations. The people who live here, operate and work for our businesses along with the City all have a role to play that will help amplify the goals and action of this plan. This section identifies sustainability actions that individuals throughout the community can take to help achieve the goals in the plan.

Public Feedback

Extensive public outreach was conducted over the last year to solicit feedback that has been incorporated into this draft plan (See Attachment 2) for summary. The community can provide comment to staff and Council up until Council adoption of this plan.

Next Steps

Staff will incorporate Council feedback into the plan and come back to a future Council meeting with a resolution to formalize the adoption of the Sustainability Master Plan and to discuss the implementation strategy.

Attachments

1. Sustainability Master Plan draft
2. Public Outreach Summary



CITY OF KIRKLAND SUSTAINABILITY MASTER PLAN

DRAFT
July 2020



ADOPTED: (TBD)

Ordinance (TBD)

Acknowledgments

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https://www.kirklandwa.gov/depart/CMO/Neighborhood_Services/Sustainability_Master_Plan.htm

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The City of Kirkland would like to thank and recognize the efforts of all community groups and community members who gave their time and energy to bring this plan to life.

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EXECUTIVE SUMMARY

The primary purpose of the City of Kirkland's Sustainability Master Plan (SMP) can be found in the definition of the word sustainability, which is about meeting the needs of the present without compromising the ability of future generations to meet their needs. The major needs of the community are cleaner air and water, healthier food to eat, expanding housing options that allow people of all economic means to live here, and furthering a more equitable and socially just city that is welcoming and inclusive of all people. The creation of the SMP is the fulfillment of a 2019-2020 Council work plan goal, which was derived from the Environment Element of Kirkland's Comprehensive Plan and builds on Kirkland's progressive environmental heritage.

Additionally, the SMP seeks to coordinate the many existing City master plans, policies, programs and actions that encompass environmental issues. The SMP helps the community articulate where we are now, where we should be, and establishes goals and implementable actions that put the City on a clear path to achieve sustainability for future generations to come.

A Plan Informed by the Community

Extensive outreach was performed in the community and internally to City staff to learn what we should be focused on to create a more sustainable Kirkland and the action steps that we could take to achieve this goal. Staff utilized the Themed Resident Engagement Kirkland (TREK) methodology and, with the assistance of the City Manager's Office, hosted two major events, conducted nine focus groups, and published an online survey. All of these provided for robust public participation in the creation of the SMP.

The second major outreach event was a Sustainability Summit held as part of the City's annual City Hall for All event. Conducted in a similar style as the Sustainability Forum, this event focused on showing the community what staff had done with the information that was provided at the Sustainability Forum and small focus group outreach. Notably, staff was able to also share what actions the City already undertakes to further sustainability in Kirkland and the overall region. The City Hall for All event also included a Sustainability Fair in the Peter Kirk Room, where community members could learn what actions they could take to reduce their impacts on the environment.



Residents provided input on community environmental goals at the Sustainability Summit

After these major outreach events, staff continued to work with a group of local community members that are also involved in environmental issues and in conjunction with groups such as the Sierra Club and People for Climate Action - Kirkland. This group of committed citizens served as a sounding board for the many good ideas generated by the community and contributed immensely to the development of this plan.

Sustainability Master Plan Key Recommendations

The plan is divided into eight focus areas. The following list of recommendations highlights the ideas that garnered the most support and excitement in the community:



Energy Supply and Emissions

It is imperative that the energy the community uses is renewable and consistently gets cleaner until it is free of all pollutants. This can be achieved by sourcing electricity that is not produced by combustion of fossil fuels. This conversion should be done to the maximum extent possible by 2030 to avoid the worst impact from Climate Change as the world works towards achieving zero community greenhouse gas (GHG) emissions.

- Secure carbon-free electricity for the community
- Reduce the use of natural gas in buildings and convert existing systems to clean electric
- Reduce vehicle miles traveled



Buildings and Infrastructure

Buildings and related infrastructure not only use a great deal of natural and human made materials, but their construction and operation are responsible for over one third of the community's GHG emissions. Since water is a precious and essential resource, we should ensure we don't use more than required as it is also being impacted by climate change.

- Incentivize construction of high-performing, low energy use zero-emission structures
- Increase water efficiency in all buildings and infrastructure
- Retrofit existing buildings to reduce energy use



Land Use and Transportation

Transportation alone accounts for about half of Kirkland's community greenhouse gas emissions. Efficient land use and transportation patterns can be optimized to use the land we have more efficiently, and to help the community improve air quality, reduce congestion by driving less, and utilize many cleaner transportation options such as biking, walking, transit use and carpooling.

- Employ Smart Growth principles in all City planning practices and codes
- Ensure that people of all ages and abilities can comfortably get around by walking or bicycling
- Reduce the average amount each person drives by 20% by 2030 and 50% by 2050
- Grow the annual number of weekday transit riders by 20% each year



Natural Environment and Ecosystems

Air, water, land, plants and animals and the entire ecosystem that supports them are vital to human health and contribute immensely to the community's quality of life.

- Protect and enhance the water quality of Kirkland's streams, lakes and wetlands
- Make sure that all residents can walk to a park or open space
- With the community's help, restore at least 500 acres of City-owned natural areas and open space park lands by 2035
- Meet the overall goal of citywide 40% tree canopy cover goal by 2026
- Eliminate the discretionary use of synthetic pesticides in parks by 2025
- Manage Kirkland's urban forest resource for optimal health, climate resiliency and social equity



Sustainable Material Management

Reducing consumption and waste by reusing materials and fixing items instead of replacing or discarding them helps us transition to a system where everything is reused or recycled.

- Achieve zero waste by 2030
- Compost all food and yard waste
- Reuse material and recycle the rest
- Support product stewardship



Sustainable Governance

Responsible governance helps foster decisions that are good for the environment, social equity, and the economy.

- Integrate sustainability into every major decision the City makes
- Coordinate sustainability programs and policies across all City departments
- Ensure processes for public participation are fair, accessible, and inclusive
- Build community resiliency
- Maintain the City's responsible fiscal practices



Sustainable Business

Local businesses, both small and large, contribute extensively to the livelihood of the community and enhance Kirkland's sense of place. The city can assist businesses to become more sustainable and help rebuild the local economy through local and regional partnerships.

- Provide personalized environmental technical support to businesses
- Develop a diversified, equitable and resilient local green economy



Healthy Community

Communities that have access to the necessities of life such as food, water, housing, jobs and opportunities are happier and healthier. It is important for all members of the community to feel they belong and that their city is equitable and socially just.

- Double the number of P-Patches or other community gardens by 2025, and again by 2030
- Reduce how much potable water each person in Kirkland uses by 10% by 2025 and 20% by 2030
- Help refugees and immigrants, people of color and economically struggling residents access the resources they need to thrive
- Build a community that helps young people become engaged, competent and responsible members of the community
- Make Kirkland a safe, inclusive, and welcoming place for all people
- Expand housing options for all income levels
- Provide more recreation facilities

Putting the Plan into Action

Many of the Sustainability Master Plan's goals have time horizons of approximately ten years and there are others that will take longer to achieve. It is therefore essential that the actions in this plan are carefully monitored and measured and updates are provided to the community every two years. This will help ensure that City operations and the community are working together in partnership towards a truly sustainable future for all.

INTRODUCTION TO PLAN

The Sustainability Master Plan is not the first time the City has created a plan that addressed environmental issues in Kirkland. The Natural Resources Management Plan was adopted in 2002 and many other plans since then have touched on issues such as climate, stormwater, transportation and housing which are inextricably connected to sustainability. This plan is different from all the previously adopted City plans because it pulls together all these broad areas into one plan.

Goals are organized by **focus areas**, which are broken down into manageable, bite sized pieces called **elements**. The elements represent distinct, yet related pieces of the focus areas and establish goals and actions for each element. The goals are meant to be measurable so that the progress of each prioritized action can be demonstrated and documented. This allows the City and the community to be held accountable for the success of the goal achievement and the flexibility to change the actions, if the desired results are not reached. The elements, goals and actions in the focus area of the plan are not simple to achieve. They will take diligence, coordination and prioritization of funding and in many cases direct action from the community.

The **policy section** is meant to help push the boundaries of current City policies and demonstrate leadership among other cities and the region. They are bold, aspirational policies that can be considered for adoption as they are written. This section can serve to challenge our current policies and push the City and the community even closer to sustainability.

The **implementation section** of this plan is intended to help decision-makers prioritize the completion and funding of identified actions. The implementation matrix is a master matrix of all potential actions that could be attempted. They are broken into focus areas and have been evaluated by City staff and provided an overall weighted score to help decision makers prioritize which actions to take first.

To integrate **sustainable decision-making** into the City's processes, the plan introduces a new tool called the sustainable decision-making matrix (SDMM). The SDMM is a weighted decision-making tool that helps all City departments make more informed decision on projects, programs, policies and actions in all City operations and is intended to institutionalize sustainability throughout the organization.



FOCUS AREAS

The eight focus areas organizing the City's environmental goals are broad in nature but represent some of the most important aspects of sustainability.

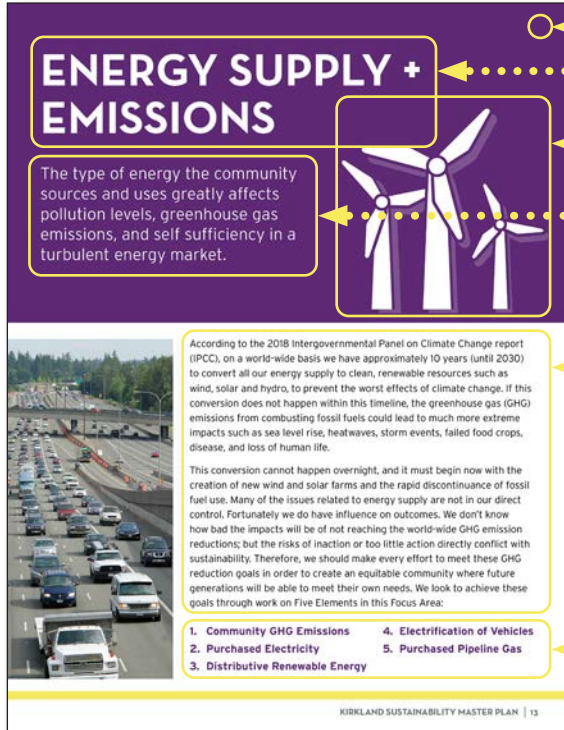
Each focus area is further broken down into elements that define specific goals. Each element is described, and its current status explained provides context to both the user and reader.

In addition, each element establishes measurable goals, and provide actions designed to achieve the goals. Policy citations show how the City's existing policies support this plan, and callouts of actions provide examples of what the City is currently doing to further the goals of the plan.

Guide to the Focus Area Chapters

This plan is designed to be intuitive to read and is meant to educate the reader not only on what the city plans on doing to address sustainability in the future, but also what the city has done in the past, and why it has chosen to address sustainability in these ways.

Focus Area Introduction



••• The color is unique for each Focus Area, used throughout the plan

••• Title of Focus Area

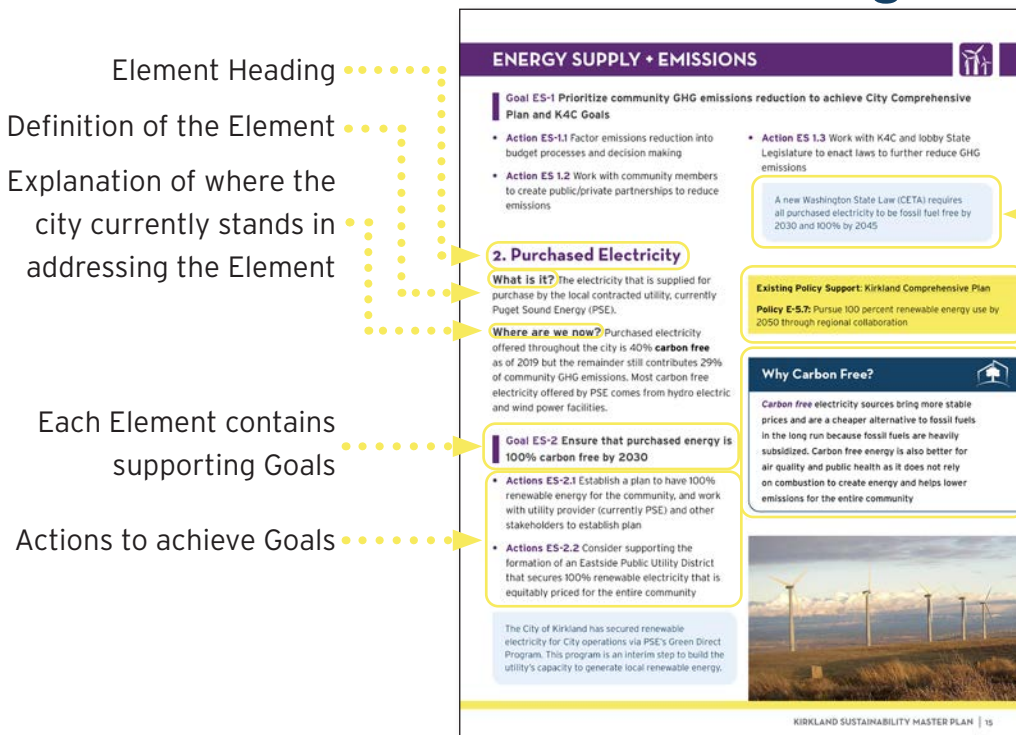
••• Icon of Focus Area, used throughout the plan

••• Description of the Focus Area

••• Description of how the Focus Area is related to sustainability

••• List of all the Elements of the Focus Area

Focus Area Pages



Element Heading

Definition of the Element

Explanation of where the city currently stands in addressing the Element

Each Element contains supporting Goals

Actions to achieve Goals

Callouts provide extra information, such as a definition of a specific term, information about a program, or an example

Existing policy support for Element goals

Context for Goals

ENERGY SUPPLY + EMISSIONS

The type of energy the community sources and uses greatly affects pollution levels, greenhouse gas emissions, and self sufficiency in a turbulent energy market.



According to the 2018 Intergovernmental Panel on Climate Change report (IPCC), on a world-wide basis we have approximately 10 years (until 2030) to convert all our energy supply to clean, renewable resources such as wind, solar and hydro, to prevent the worst effects of climate change. If this conversion does not happen within this timeline, the greenhouse gas (GHG) emissions from combusting fossil fuels could lead to much more extreme impacts such as sea level rise, heatwaves, storm events, failed food crops, disease, and loss of human life.

This conversion cannot happen overnight, and it must begin now with the creation of new wind and solar farms and the rapid discontinuance of fossil fuel use. Many of the issues related to energy supply are not in our direct control. Fortunately we do have influence on outcomes. We don't know how bad the impacts will be of not reaching the world-wide GHG emission reductions; but the risks of inaction or too little action directly conflict with sustainability. Therefore, we should make every effort to meet these GHG reduction goals in order to create an equitable community where future generations will be able to meet their own needs. We look to achieve these goals through work on Five Elements in this Focus Area:

- | | |
|---|---------------------------------------|
| 1. Community GHG Emissions | 4. Electrification of Vehicles |
| 2. Purchased Electricity | 5. Purchased Pipeline Gas |
| 3. Distributive Renewable Energy | |



ENERGY SUPPLY & EMISSIONS

FOCUS AREA ELEMENTS

1. Community GHG Emissions

What is it? Community (GHG) Emissions are the result of combusting fossil fuels such as gasoline, diesel, coal, and pipeline gas (also known as natural gas). In order to reduce carbon emissions to reach goal levels it will be important to switch to carbon-free electricity, reduce use of gas in our homes and businesses and reduce the use of gas-powered vehicles.

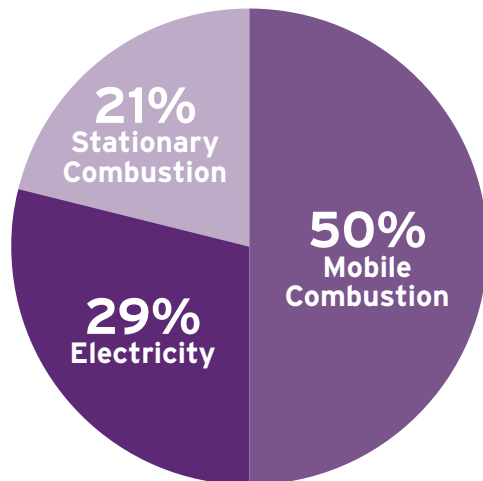


Figure 1. 2017 Kirkland community emissions breakdown by source

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-5.1: Achieve the City's greenhouse gas emission reductions as compared to a 2007 baseline:

- 25 percent by 2020
- 50 percent by 2030
- 80 percent by 2050

Where are we now? As of 2017, community GHG emissions were 640,900 **MTCO₂e (metric tons of carbon dioxide equivalent)** a year, which represents achieving a reduction of 22 percent from the 2007 baseline. These emissions are associated with three different sources as follows:

- **50% or 329,000 MTCO₂e from Mobile Combustion:** Emissions from vehicles traveling in and through Kirkland (gas and diesel)
- **21% or 138,000 MTCO₂e from Stationary Combustion:** Emissions from natural gas used for heat and other gas appliances
- **29% or 188,000 MTCO₂e from Electricity:** Emissions from energy used for buildings and infrastructure such as streetlights, signals, and pump station.

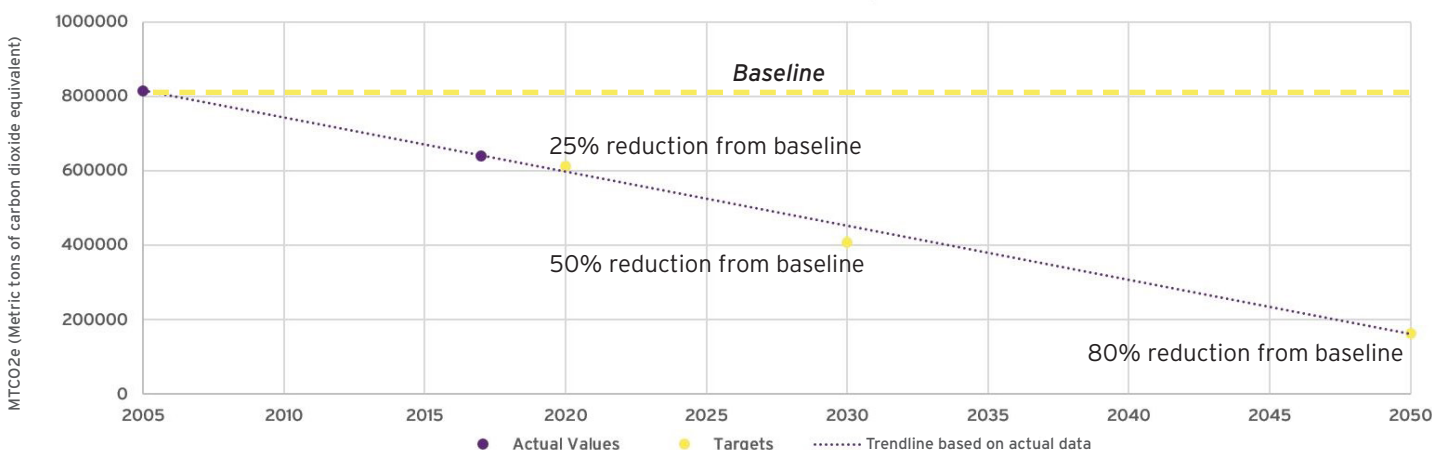


Figure 2. Community emissions targets compared with 2005 baseline and 2017 data.

ENERGY SUPPLY + EMISSIONS



Goal ES-1 Prioritize community GHG emissions reduction to achieve City Comprehensive Plan and K4C Goals

- **Action ES-1.1** Factor emissions reduction into budget processes and decision making
- **Action ES 1.2** Work with community members to create public/private partnerships to reduce emissions
- **Action ES 1.3** Work with K4C and lobby State Legislature to enact laws to further reduce GHG emissions

A new Washington State Law (CETA) requires all purchased electricity to be fossil fuel free by 2030 and 100% by 2045

2. Purchased Electricity

What is it? The electricity that is supplied for purchase by the local contracted utility, currently Puget Sound Energy (PSE).

Where are we now? Purchased electricity offered throughout the city is 40% **carbon free** as of 2019 but the remainder still contributes 29% of community GHG emissions. Most carbon free electricity offered by PSE comes from hydro electric and wind power facilities.

Goal ES-2 Ensure that purchased energy is 100% carbon free by 2030

- **Actions ES-2.1** Establish a plan to have 100% renewable energy for the community, and work with utility provider (currently PSE) and other stakeholders to establish plan
- **Actions ES-2.2** Consider supporting the formation of an Eastside Public Utility District that secures 100% renewable electricity that is equitably priced for the entire community

The City of Kirkland has secured renewable electricity for City operations via PSE's Green Direct Program. This program is an interim step to build the utility's capacity to generate local renewable energy.

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-5.7: Pursue 100 percent renewable energy use by 2050 through regional collaboration

Why Carbon Free?



Carbon free electricity sources bring more stable prices and are a cheaper alternative to fossil fuels in the long run because fossil fuels are heavily subsidized. Carbon free energy is also better for air quality and public health as it does not rely on combustion to create energy and helps lower emissions for the entire community





ENERGY SUPPLY + EMISSIONS

3. Distributive Renewable Energy

What is it? Solar Panel systems that are designed to feed directly into the electrical energy grid.

Where are we now? There are currently no city programs to encourage community or Individual solar installations. There are no community solar Installations in the City of Kirkland.

Goal ES-3 Add an additional 10 Mega Watts (MW) of combined individual and community distributive solar by 2030

- **Action ES-3.1** In cooperation with environmental groups and solar installers, develop a marketing program to Kirkland residents and businesses to encourage installation of solar systems on or at their property
- **Action ES-3.2** Work with King County and other members of the K4C to establish a region wide program for successful implementation of community solar. Program will include a focus on low income residents and those in low and moderate income housing

There are two different types of distributive solar renewable energy systems:

- **Individual Solar Installations** are owned by a single entity or business and installed on a private building and
- **Community Solar Installations** that are owned by members of the community and typically installed on a public building.

Why Community Solar?

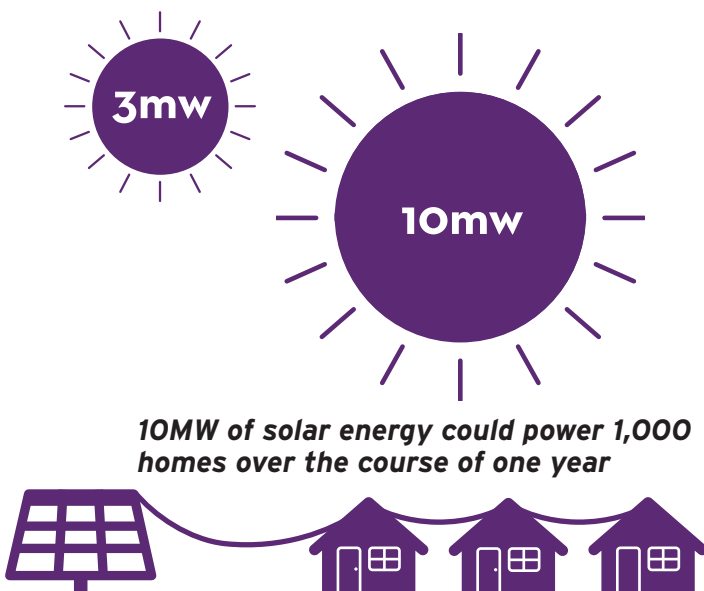


Not all homes are suitable for solar power, and renters may also be interested in choosing clean energy. Community solar installations allow people who cannot install their own arrays or who can not afford a full array to purchase a share in a larger solar array. Community solar provides flexibility.



Solar panels being installed in Kirkland during one of the Solarize Kirkland campaigns.

Kirkland has run two successful Solarize Kirkland campaigns resulting in 291 customers with individual Solar Installations generating a total of 3 MW of power each year.



ENERGY SUPPLY + EMISSIONS



4. Electrification of Vehicles

What is it? Reduce use of fossil fuels and reduce GHG emissions from mobile combustion by providing the required infrastructure, expanding use of electric vehicles and charging stations across the City, including at major activity centers.

Where are we now? Mobile Combustion makes up 50% of Kirkland's annual Community GHG emissions with a total output of 329,000 MTCO₂e as of 2017. There is no policy or code that requires public or private electric charging stations to be built with new private development, although the City has installed several electric vehicle chargers in the Central Business District.

Goal ES-4 Reduce GHG emissions from vehicles 25% by 2030

- **Action ES-4.1** Support engagement and partnerships with utilities and organizations to develop regional pilots to incentivize the transition to electric vehicle ownership for all sectors, through development of infrastructure, education, and grants and incentives
- **Action ES-4.2** Enact local code and programs to create incentives or require electric vehicle charging station retrofits in existing buildings or on development sites
- **Action ES-4.3** Require EV charging stations with all new developments or redevelopment projects at a minimum ratio of one EV charger for 2% of all required parking stalls

Washington State Code requires certain new construction to be built with electric charging station capability at a ratio of 10% of all required parking stalls.



Electric vehicle charging stations at the Marina Parking Lot in downtown Kirkland.

City of Seattle requires all new homes with off-street parking to be "charger-ready" – wired to support a Level 2 EV charger. Twenty percent of multifamily development parking spaces must be "EV-ready."



ENERGY SUPPLY + EMISSIONS

5. Purchased Pipeline Gas

What is it? Pipeline gas (also known as natural gas) that is supplied for purchase by the local contracted utility, currently Puget Sound Energy (PSE). Many communities are targeting the reduction of pipeline gas to both reduce GHG emissions and to address safety concerns for human health from indoor exposure to pipeline gas, pipeline leaks and explosions, and environmental impacts associated with pipeline gas extraction.

Where are we now? Pipeline Gas makes up 21% of Community GHG Emissions and contributes 138,000 MTCO₂e annually. There are 23,000 individual gas customers within the City of Kirkland, and 95% of these customers are residential homes which use almost 3/4 of all pipeline gas in the city.

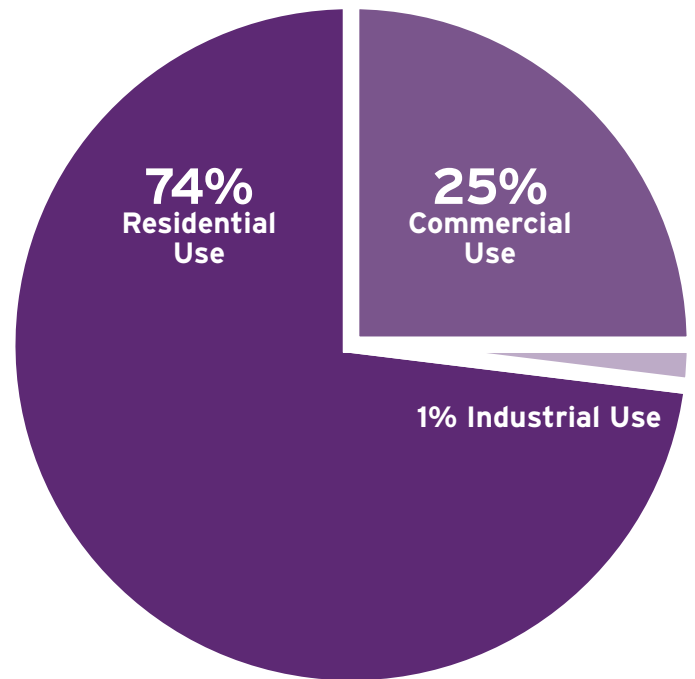


Figure 3. Kirkland pipeline gas usage by user type

Goal ES-5 Reduce emissions of pipeline gas and other fossil fuels from all buildings by 20% by 2025 and 50% by 2030, as compared to a 2017 baseline

- **Action ES-5.1** Establish a public/private partnership to educate gas account users about how to reduce gas usage
- **Action ES-5.2** Establish a public/private partnership or incentive program to convert existing gas heating systems and other appliances to energy efficient electric systems
- **Action ES-5.3** Explore requiring all new construction to be built with only electric systems



20%
reduction
over 8
years

50%
reduction
over 13
years

BUILDINGS + INFRASTRUCTURE

All building types and infrastructure within the City have the potential to use much less energy and resources than current codes require if constructed with sustainable design or retrofitted



Existing and new buildings account for 50% of the energy used city-wide and the GHG emissions from this source accounts for approximately 206,000 MTCO₂e. The Washington State Energy Code regulates the efficiency of all new structures, but existing buildings that have been built under older codes represent a tremendous opportunity to not only reduce energy use and save users money, but also reduce related GHG emissions.

To achieve the City's ambitious reduction goals, the buildings that house people and business in Kirkland must be as efficient as possible to reduce the amount of renewable energy capacity that will need to be created to serve the community's energy needs. If existing demand for energy is not reduced, it will take longer to achieve emission reduction goals while lower-income households will continue to be burdened by higher energy costs. We look to achieve these goals through work on **Three Elements** of this Focus Area:

- 1. New Construction + Development**
- 2. Existing Buildings**
- 3. Water Efficiency**

BUILDINGS + INFRASTRUCTURE

FOCUS AREA ELEMENTS



1. New Construction + Development

What is it? The design and construction of new development.

Where are we now? There is no requirement for **Net Zero Energy** or **High Performing Green Building** design for new development. Kirkland's Green Building Program includes incentives for Single Family Development that meets certain criteria.

There is no equivalent program for commercial or multifamily development but some large-scale projects may be required to provide an energy efficiency plan on a case by case basis. There are many programs to certify a building as a high performing green building such as Leadership in Energy and Environmental Design (LEED), Build Green, Passive House and the International Living Future's Living Building Challenge.

Over 300 energy efficient homes have been built in Kirkland through the City's Green Building Program since its inception in 2008.

Goal BI-1 Certify all new construction as High Performing Green Buildings by 2025

- **Action BI-1.1** Restructure City of Kirkland Priority Green Building program to incentivize net zero energy buildings in single family, commercial and multi-family buildings
- **Action BI-1.2** Create public/private partnerships to encourage and educate builders to create energy efficient structures

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-4.1: Expand City programs that promote sustainable building certifications and require them when appropriate

Policy E-4.6: Work with regional partners such as Regional Code Collaborative (RCC) to build on the Washington State Energy Code, leading the way to "net-zero carbon" buildings through innovation in local codes, ordinances, and related partnerships



Kirkland Urban, in downtown Kirkland, opened its first phase in 2019, including retail, office, and multi-family.



High Performing Green Buildings are those which deliver a relatively higher level of energy-efficiency performance than that required by building codes or other regulations.



BUILDINGS + INFRASTRUCTURE

Goal BI-2 Increase the resilience of the built environment by requiring 50% of new construction to be Certified Net Zero Energy by 2025 and 100% of new construction to be certified Net Zero Energy by 2030

- **Action BI-2.1** Continue to build market demand for net-zero energy buildings through incentives, education, demonstration projects, partnerships and recognition

A **Net Zero Energy** building is a building with zero net energy consumption, meaning the total amount of energy used by the building on an annual basis is equal to the amount of renewable energy created on the site or by other renewable energy sources.

Why Net Zero Development?

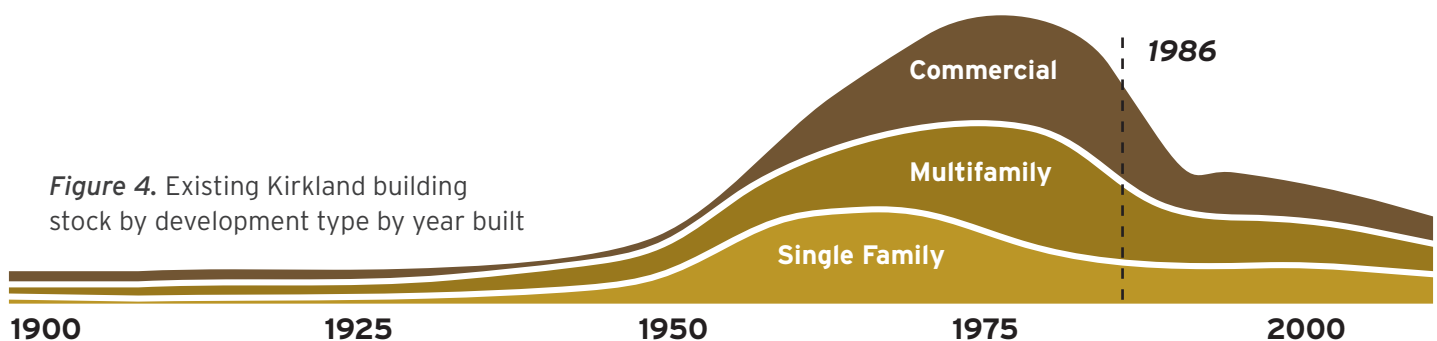


The value of **Net Zero** development is multi-faceted. Net Zero buildings produce as much renewable energy as they consume and therefore do not increase pollution in the community, reducing health impacts. This kind of development is designed to very high energy efficiency standards, and costs less to operate. By incentivizing more net zero development we ensure future generations can be energy independent.

2. Existing Buildings

What is it? Any existing building such as a commercial building, residential structure or single-family home has great potential to become more energy efficient because energy code requirements are more stringent now than in the past.

Where are we now? 70% of the building stock in Kirkland was built before 1986. The Washington State Building Code began taking energy efficiency into consideration in 1986. These older buildings present a big opportunity to increase energy efficiency and reduce energy bills.



Goal BI-3 Achieve the K4C Goal to reduce energy use in all existing buildings by 25% by 2030 and 45% by 2050 compared to a 2017 baseline

- **Action BI-3.1** Create an incentive program to share energy efficiency savings with building owners and tenants in multi-family housing
- **Action BI-3.2** Work with K4C to adopt State required energy performance benchmarking and disclosure ordinances for an annual reporting program for commercial buildings, and explore options for multifamily buildings

BUILDINGS + INFRASTRUCTURE



- **Action BI-3.3** Work with K4C to implement C-PACER legislation approved by the State Legislature
- **Action BI-3.4** Work with the K4C to implement energy performance ratings for all homes at time of sale so that prospective buyers can make informed decisions about energy costs and carbon emissions
- **Action BI-3.5** Work with K4C, energy efficiency contractors and interested parties to establish a program to assist homeowners in identifying and selecting appropriate and cost effective energy improvements

C-PACER or Commercial-Property Assessed Clean Energy Resilience legislation will provide owners with a means to access less expensive capital, over a longer term, with the opportunity for costs to be offset from energy savings

The City of Portland requires those selling single-family homes to disclose a Home Energy Score with any listing or public posting about the house.

3. Water Efficiency

What is it? Increasing water efficiency means reducing water wastage by measuring the amount of water required for a purpose compared with the water actually used.

Where are we now? According to the United States Environmental Protection Agency (EPA), water use in buildings accounts for over 70% of water use on a national basis and the average household uses more than 300 gallons per day. Water efficiency measures such as low flow fixtures and certified

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-4.7: Work with regional partners to pursue 100 percent use of a combination of reclaimed, harvested, grey and black water for the community's needs.

appliances help demonstrate that it is possible to use existing water resources, rather than develop new and more expensive sources.

Goal BI-4 Reduce water use in buildings by 10% by 2025 and 20% by 2030 as compared to a 2019 baseline

- **Action BI-4.1** Create an incentive program to promote EPA's Water Sense fixtures or Energy Star appliances in new and existing structures utilizing a new or existing public/private partnership
- **Action BI-4.2** Revise the City's Green Building program to require greater water efficiency than

required by green building certifications such as LEED, Built Green and Passive House

- **Action BI-4.3** Revise the Kirkland Municipal Code to require greater water efficiency outside of existing structures (such as required for landscaping, water features, and public infrastructure

LAND USE + TRANSPORTATION

How people travel and
land is developed



A key issue in sustainability is the relationship between land use and transportation, as many historic transportation related investments have fostered sprawling, auto-dominated environments. The transportation sector is one of the largest contributors to anthropogenic U.S. greenhouse gas (GHG) emissions and pollution. Transportation accounted for the largest portion (28%) of total U.S. GHG emissions in 2016. In Kirkland, vehicles account for (50%) of the community's GHG emissions. Between 1990 and 2016, GHG emissions in the transportation sector increased more in absolute terms than any other sector (electricity generation, industry, agriculture, residential, or commercial).

Reducing vehicle emissions and other pollutants enhances public health, especially for vulnerable community members. One way to accomplish this is to reduce both the number and length of trips people take in automobiles, particularly single occupancy trips. We look to achieve these goals through work on **Four Elements** of this Focus Area:

1. **Smart Compact Growth**
2. **Active Transportation**
3. **Public Transportation**
4. **Shared Mobility**

LAND USE & TRANSPORTATION

FOCUS AREA ELEMENTS



1. Smart Compact Growth

What is it? Smart growth is an approach to development that encourages a mix of building types and uses, diverse housing and transportation options, development within existing neighborhoods, and community engagement.

Where are we now? Kirkland first adopted Smart Growth Planning Policies in the late 1980s and early 1990s. The City currently uses two strategies to implement Smart Compact Growth: **10-Minute Neighborhoods**, and **Transit Oriented Development**.

Existing Policy Support: Kirkland Comprehensive Plan

Policy LU-3.1: Create and maintain neighborhoods that allow residents and employees to walk or bicycle to places that meet their daily needs.

Walk Friendly Communities is a nationally recognized organization that rates walkability in cities based on a number of factors including planning policies, engineering, and education

Goal LT-1 Employ Smart Growth principles in all City planning practices

- **Action LT-1.1** Engage in a Smart Growth policy and Smart Growth zoning code scrub

Goal LT-2 Increase access to existing 10-Minute Neighborhoods in Kirkland

- **Action LT-2.1** Work with public works department to align new pedestrian connections with the 10-Minute Neighborhood concept
- **Action LT-2.2** Create public/private partnerships to educate the community on the benefits of 10-Minute Neighborhoods and smart growth
- **Action LT-2.3** Increase housing density along major transit corridors



Example of a 10-minute Neighborhood

10-minute Neighborhoods: a walkable community that has two important characteristics: (1) **Destinations:** basic needs are satisfied within a 10 minute walk and (2) **Accessibility:** the community needs to be able to conveniently get to those destinations.



LAND USE + TRANSPORTATION

Goal LT-3 Achieve the K4C goal of reducing driving per capita by 20% by 2030 and 50% by 2050, compared to 2017 levels

- **Action LT-3.1** Partner with local businesses to subsidize programs to increase access to transit
- **Action LT-3.2** Create public private partnerships and work with large employers to find creative transportation solutions for commuters
- **Action LT-3.3** For new development, increase bicycle parking requirements and require amenities for employees such as showers, lockers and secure storage
- **Action LT-3.4** Evaluate parking requirements to reduce parking minimums in areas well served by transit
- **Action LT-3.5** Remove parking minimums in 10 minute neighborhoods

Transit Oriented Development (TOD): a type of community development that includes a mixture of housing, office, retail and/or other amenities integrated into a walkable neighborhood and located within a half-mile of quality public transportation. TOD's support the increased use of transit and reduce reliance on single-occupant vehicles.

2. Active Transportation

What is it? Active Transportation refers to people walking and bicycling. Walking also includes using a wheelchair or other assistive device and bicycling includes using regular pedal bikes, electric assist bicycles (e-bikes), tricycles, or adaptive bicycles.

All types of walking or bicycling trips matter. This covers trips for recreation or transportation including trips to access another form of transportation, such as walking or bicycling to the bus.

Where are we now? As of 2020 the City of Kirkland is updating the Active Transportation Plan and is developing Safer Routes to School Action Plans. The City has also received a bronze rating from Walk Friendly Communities and from Bicycle Friendly Communities.

Neighborhood Greenways are well-connected low speed, low volume neighborhood roadways that prioritize pedestrian and bicycle travel with traffic calming treatments and improved arterial crossings.

Existing Plan Support: Kirkland Transportation Master Plan

Policy T-1.4: Prioritize, design and construct pedestrian facilities in a manner that supports the pedestrian goal and other goals in the TMP.

Policy T-2.4: Implement elements and programs that make cycling easier.

Active Transportation Plan



Kirkland upkeeps an Active Transportation Plan which guides the city in building new Pedestrian and Bicycle Infrastructure. Between 2009 and 2019 Kirkland added over 15,000 linear feet of new sidewalk. Almost 70% of the 2015 planned bike lane network is complete and the City has begun work on expanding the **Neighborhood Greenways** network. The City prioritizes new infrastructure that separates active transportation from motor vehicles and is designed to feel comfortable for people of all ages and abilities.

LAND USE + TRANSPORTATION



Goal LT-4 Ensure that people of all ages and abilities can comfortably get to where they need to go by walking or bicycling

- **Action LT-4.1** Coordinate with the Active Transportation Plan to align projects and priorities with the Sustainability Master Plan
- **Action LT-4.2** Strive for a platinum status with Walk Friendly Communities or equivalent
- **Action LT-4.3** Strive for a platinum status with Bicycle Friendly Communities or equivalent
- **Action LT-4.4** Coordinate with the school district to increase the number of students who receive walk and bike education
- **Action LT-4.5** Coordinate with the school communities to increase the number of students walking, biking, carpooling and taking the bus to school
- **Action LT-4.6** Make it safe and easy for children to walk, bike and take the bus to school and other destinations
- **Action LT-4.7** Prioritize walk and bike access to high frequency transit service

Getting to Platinum...



The City has been recognized by two national organizations for its efforts in creating a safe environment for pedestrians and bicyclists. The Bicycle Friendly Community Program recognizes places, through a Bronze to Diamond designation rating, that meet certain standards for bicycling improvements through engineering, education, enforcement, evaluation and encouragement. Walk Friendly Communities rates walkability in cities based on factors including planning policies, engineering, and education.



BICYCLE FRIENDLY COMMUNITY



97% of school walk routes along major roads have sidewalks on at least one side of the street.

Protected Bike Lanes are an exclusive bicycle facility within or adjacent to the roadway but separated from motor vehicle traffic by a physical barrier or change in elevation.





LAND USE + TRANSPORTATION

3. Public Transit

What is it? Taking Transit includes taking local or regional buses and light rail but also includes special needs transportation services such as ADA paratransit services.

Where are we now? Average weekday transit boardings represent an indicator of trends in transit ridership on Metro buses. A good measure for public transit ridership in Kirkland would be to maintain the annual average weekday ridership growth and compare it with King County Metro ridership growth. From 2017 to 2020, Kirkland had an average of 14.7% growth in its annual weekday ridership.

Existing Policy Support: Kirkland Transportation Master Plan

Policy T-3.1: Plan and construct an environment supportive of frequent and reliable transit service in Kirkland.

■ Goal LT-5 Grow annual average weekday transit ridership by 20% each year

- **Action LT-5.1** Promote public transit use by offering incentives and providing a comprehensive transportation demand management (TDM) program that utilizes a variety of modes, serves diverse populations, and covers many geographic areas (funding is needed to support these actions)
- **Action LT-5.2** Provide better access to transit through first-last mile strategies
- **Action LT-5.3** Work with regional transit agencies to provide an equitable and inclusive access to fare payment options
- **Action LT-5.4** Work with transit agencies on honing and increasing service to Kirkland



Transportation's Health Impacts



As identified by Centers for Disease Control and Prevention (CDC), transportation and public health are linked in several areas including:

- **Air pollution and associated respiratory and heart diseases.** Increased availability of public transit can help decrease traffic congestion and vehicle miles traveled in automobiles. This decrease helps lower air pollution known to cause health problems. Locating facilities like schools and active transportation routes away from the most heavily trafficked roads may also help reduce exposure to air pollution.
- **Environmental justice/social equity.** Highways have historically been built through low-income areas of cities without consideration of the vulnerable populations living there. Addressing the potential health effects of a proposed transportation project, plan, or policy before it is built or implemented can ensure that the health of residents is not compromised. Creating safe biking and walking access to key destinations helps residents get where they need to go regardless of income, age or ability.

LAND USE + TRANSPORTATION



4. Shared Mobility

What is it? Refers to the shared use of a vehicle, bicycle, or other transportation mode. It is a transportation strategy that allows users to access transportation services on an as-needed basis.

Where are we now? There are several existing shared mobility programs in Kirkland such as community van and community ride. Also, Kirkland Green Trip program offers ride-matching platform and other tools to find, plan, and schedule a shared ride. These programs are created in partnership with King County Metro.

Goal LT-6 Promote current shared mobility programs and services

- **Action LT-6.1** Encourage carpooling and using shared mobility by providing incentives and ride-matching tools and services

Kirkland Green Trip is a one-stop resource to plan the most sustainable trips to and from work, school, and home with the goal of reducing environmental impacts caused by traffic, helping those who live and work in Kirkland thrive and earn incentives.

Goal LT-7 Establish new shared mobility options

- **Action LT-7.1** Create partnerships with regional transit agencies and explore new public/private-partnerships
- **Action LT-7.2** Provide innovative transit solutions along the Cross Kirkland Corridor and the connections from I-405 to downtown Kirkland

Kirkland Community Van is a rideshare pilot program in partnership with King County Metro to provide community members with a new way to share a ride to popular destinations when bus service can't meet their needs.



NATURAL ENVIRONMENT + ECOSYSTEMS

All critical areas such as streams, wetlands and Lake Washington, areas like parks and open space, and existing natural resources including air quality, surface water quality, tree canopy, open space and ecosystem biodiversity



A healthy, functioning natural environment is essential to life. We rely on wetlands to receive our excess water and cleanse it. Streams provide a place for plants and animals to exist in an urban environment, and support salmon, whose presence informs us about our water quality. The urban forest provides shade, processes our carbon dioxide, sequesters our carbon and cleans the air. Our parks and open spaces provide beauty and are places for all of us to enjoy and relax. The natural environment and the many benefits it provides must be protected and enhanced to maintain a sustainable community.

We look to achieve these goals through work on **Four Elements** of this Focus Area:

1. **Sustainable Urban Waterways**
2. **Conservation + Stewardship**
3. **Access to Parks + Open Space**
4. **Sustainable Urban Forestry**



NATURAL ENV. + ECOSYSTEMS FOCUS AREA ELEMENTS

1. Sustainable Urban Waterways

What is it? Sustainable urban waterways are fishable, swimmable and encompassed within healthy watersheds. These characteristics are achieved by improved water quality, reduced peak flows and restored fish passage and fish habitat.

Where are we now? Kirkland is compliant with the National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater permit, which controls the impact of pollutants on our creeks and lakes. The City also developed the Surface Water Master Plan that combines permit requirements and additional efforts to support salmon recovery, flood reduction, and watershed restoration.

Existing Policy Support: [Kirkland Comprehensive Plan](#)

Policy E-1.9: Using a watershed-based approach, both locally and regionally, apply best available science in formulating regulations, incentives, and programs to maintain and improve the quality of Kirkland's water resources.

Existing Policy Support: [Surface Water Master Plan](#)

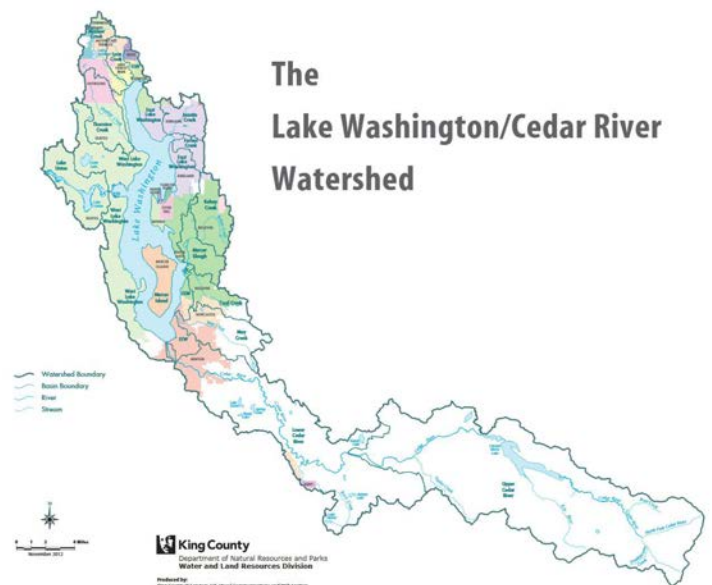
The Surface Water Master Plan outlines priorities and needs of surface water related work activities that take place in Kirkland.

A Watershed Perspective



A **watershed** is an area of land that drains to a particular water body. Most of Kirkland is within the Lake Washington watershed. That means Kirkland influences how clean and healthy Lake Washington is for humans and wildlife because rain carries pollution from wherever it falls. Other cities along the lake are also in the Lake Washington watershed, so it's vital to work together to protect the lake's water quality and watershed health. City of Kirkland actively partners with other agencies, including:

- Stormwater Action Monitoring (SAM)
- Stormwater Outreach for Regional Municipalities (STORM)
- King County Flood District
- King Conservation District
- The regional NPDES permit coordinators group
- Lake Washington Watershed Salmon Recovery Council



NATURAL ENVIRONMENT + ECOSYSTEMS



Goal EV-1 Protect and enhance the water quality of Kirkland's streams, lakes and wetlands

- **Action EV-1.1** Continue NPDES permit compliance, including developing an interdisciplinary team to support the assessment of watersheds and prioritization of future protection or enhancement measures
- **Action EV-1.2** Proactively identify and reduce pollutants of concern in Kirkland's impaired streams and monitor progress
- **Action EV-1.3** Assess and prioritize watersheds and actions that will improve water quality. Build and apply a decision-making matrix for ecological/watershed activities. Incorporate public input into assessment and prioritization process. Ensure that actions are equitably applied throughout the city.



Blue Heron finding refuge in a natural green space along Juanita Creek in Kirkland.

Goal EV-2 Protect and enhance Kirkland's watersheds and aquatic habitat conditions

- **Action EV-2.1** Continue to fund projects to make culverts fish passable. Prioritize streams based on potential fish use/topography/flow/habitat availability.
- **Action EV-2.2** Develop action plans for stormwater retrofit and water quality management strategies. Ensure that actions are equitably applied throughout the city.
- **Action EV-2.3** Actively involve the community in the protection of Kirkland's aquatic resources. Ensure that information and opportunities are accessible to the broader community.



A volunteer applies a marker to a storm drain, raising awareness that everything - including soap suds and litter - that goes down a storm drain flows untreated into Lake Washington. Only rain down the drain!



NATURAL ENVIRONMENT + ECOSYSTEMS

Goal EV-3 Protect and maintain the City's surface water and stormwater infrastructure for optimal performance

- **Action EV-3.1** Inspect and maintain public stormwater infrastructure including catch basins, pipes, ditches, and detention/retention facilities to protect water quality and prevent flooding
- **Action EV-3.2** Develop and implement a proactive approach to replace aging stormwater infrastructure that includes identification of "critical" system elements

Goal EV-4 Reduce threats to public infrastructure or private property due to flooding

- **Action EV-4.1** Evaluate stormwater infrastructure capacity through modeling and TV inspection, and either clear observed debris and obstructions or develop projects to address capacity problems
- **Action EV-4.2** Construct flood reduction projects within 5 years of identification for problems that occur more frequently than every 10 years
- **Action EV-4.3** Review development proposals for both potential flood impacts to the project, and for downstream impacts from the project, and require mitigation of impacts as appropriate

2. Conservation + Stewardship

What is it? Provide key ecosystem services and opportunities for residents to connect with nature throughout the City by restoring urban forests, creeks, wetlands, and other critical habitats.

Where are we now? As of 2019, more than 119 acres of City owned natural areas and open space park lands have been enrolled in a continuous cycle of restoration.

Existing Policy Support: Parks, Recreation & Open Space Plan

Policy 7.1: Natural Area Preservation. Preserve significant natural areas to meet outdoor recreation needs, provide opportunities for residents to connect with nature, and meet habitat protection needs.

Current area in
restoration

119 acres

2035 goal
restoration area

500 acres

Over
3X
current
total over
15 years

NATURAL ENVIRONMENT + ECOSYSTEMS



Goal EV-5 Engage the community in the restoration of at least 500 acres of City owned natural areas and open space park lands by 2035

- **Action EV-5.1** Recruit and train additional Stewards to lead volunteer habitat restoration events in parks and natural areas
- **Action EV-5.2** Grow the Green Kirkland Partnership volunteer force at a rate that meets or exceeds the rate of the City's annual population growth
- **Action EV-5.3** Contract a year-round Washington Conservation Corps (WCC) crew to work in critical areas (wetlands, streams, steep slopes) across all City parks, open spaces, and natural areas



Goal EV-6 Eliminate the discretionary use (not required for the control of aggressive stinging insects or regulated noxious weeds) of synthetic pesticides in parks by 2025

- **Action EV-6.1** Establish a cross department Integrated Pest Management (IPM) team to review and update City IPM policies and practices, prioritize treatment locations, and ensure maintenance activities take place as needed in previously treated locations
- **Action EV-6.2** Utilize the ArcCollector application to map and track the treatment of noxious weeds requiring treatment across all City owned lands

Why Do Weeds Need to Be Controlled in Public Spaces?



- Effectively reduce populations of invasive, noxious weeds
- Create safe sightlines for people walking, biking, and driving
- Protect sidewalks and streets from damage
- Eliminate safety hazards in public walking, bicycling or play areas
- Restore, create, and protect environmentally valuable areas

Integrated Pest Management uses a combination of strategies to deal with weeds and pests while minimizing risks to people, animals and the environment. Methods the City uses include physical removal, prevention, mechanical, and chemical.

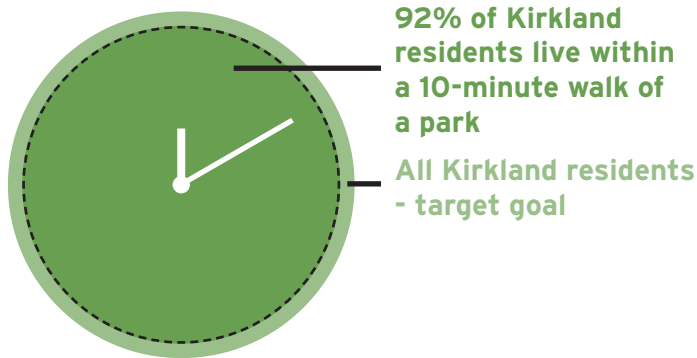


NATURAL ENVIRONMENT + ECOSYSTEMS

3. Access to Parks + Open Space

What is it? Kirkland's Parks, Recreation and Open Space Plan articulates a service level that specifies that Kirkland residents should live within a ¼ mile radius of a neighborhood park. Additionally, parks and recreation across the country is spearheading a national campaign to ensure all people live within a 10-minute walk to a park.

Where are we now? 75% of Kirkland residents are within a ¼ mile radius of a neighborhood park. According to the Trust for Public Land, 92% of residents live within a 10-minute walk of a park.



Goal EV-7 Ensure that all residents have equal access to healthy parks and open space within walking distance

- **Action EV 7.1** Proactively seek and acquire parkland to create new parks, prioritizing park development in areas where service level deficiencies exist (where households are more than 1/4 mile from a developed park), and in areas of the City facing population growth through residential and commercial development

Goal EV-8 Ensure that all residents live within a 10-minute walk to parks

- **Action EV 8.1** Sign the national "10-minute walk" initiative
- **Action EV 8.2** Work with GIS to create dataset for privately owned public parks and public plazas in the city

Existing Policy Support: Parks, Recreation & Open Space Plan

Policy 5.5: Universal Access & Inclusion. Strive to reduce barriers to participation and provide universal access to facilities and programs.

Strive to reduce barriers to participation and provide universal access to facilities and programs.

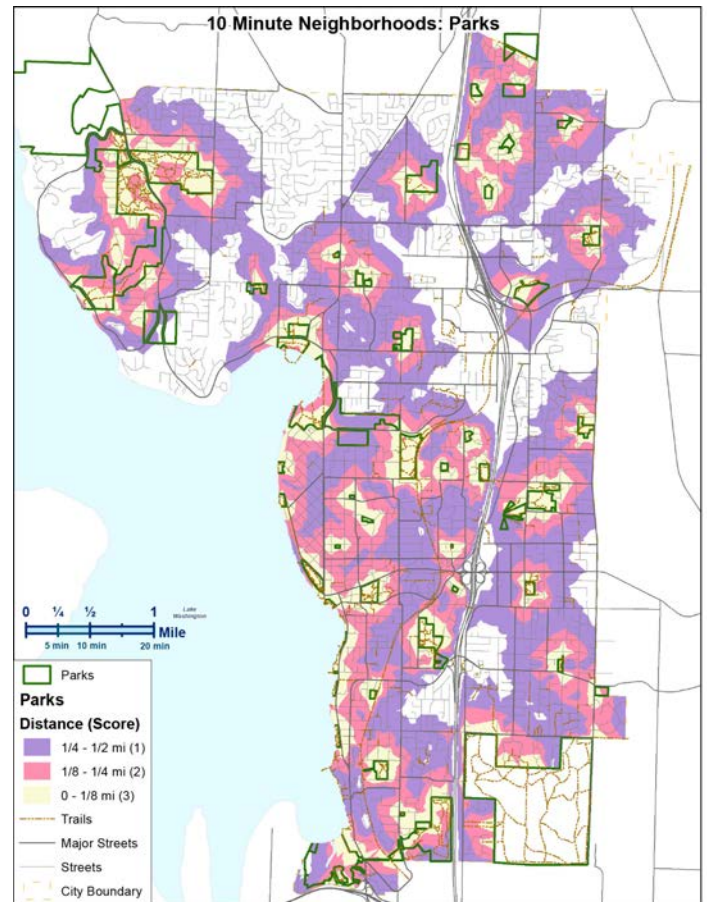


Figure 5. Distance to neighborhood Kirkland parks in 2014.

NATURAL ENVIRONMENT + ECOSYSTEMS



Goal EV-9 Continually improve parks to meet the active and passive recreational needs of Kirkland residents by reducing barriers to participation and providing universal access to facilities and programs where possible

- **Action EV 9.1** Conduct an accessibility review of parks and recreation facilities with the 2021 update of the Parks and Open Space Plan for the purpose of creating an action plan for needed improvements
- **Action EV 9.2** Integrate an accessibility and inclusivity capital project fund into the Parks and Community Services capital improvement program
- **Action EV 9.3** Update the Park, Recreation and Open Space Plan every six years



Rendering of updates at Juanita Beach Park in 2020, with a new bathhouse and picnic areas, and a playground accessible for all abilities.

Walkway at Edith Moulton Park.

Why is Park Access Important for Sustainability?



Parks and green spaces are an important component of sustainability and should be accessible and usable by all members of the community. It is more equitable to distribute parks and green spaces throughout the City, ensuring all community members can walk to them in ten minutes or less.





NATURAL ENVIRONMENT + ECOSYSTEMS

4. Sustainable Urban Forest

What is it? A sustainable urban forest is more resilient to stressors when it consists of healthy trees with diverse age and species characteristics. Greater urban forest resiliency and biodiversity can be achieved through management efforts that include mature tree preservation, proper tree care and tree planting with species diversity objectives.

Where are we now? In 2018, citywide tree canopy cover was assessed at 38 percent. When compared to canopy cover in 2010, that's a 272-acre loss of canopy cover, mostly occurring in single family residential areas.

By joining 14 cities in a partnership with the King Conservation District, Kirkland acquired its most recent tree canopy cover assessment, including canopy data by census block. Kirkland also participated in a 2018 modeling project studying the impact of canopy cover on stormwater capacity as one of four pilot cities in the Puget Sound region.

A 2018 field study showed that development activities pose challenges to retaining larger, mature trees. Trees in Kirkland's active parks were inventoried in 2015 to enable a more proactive management approach. Street trees on Kirkland collector and arterial streets were inventoried in 2017, providing data on approximately 32% of Kirkland's street trees.

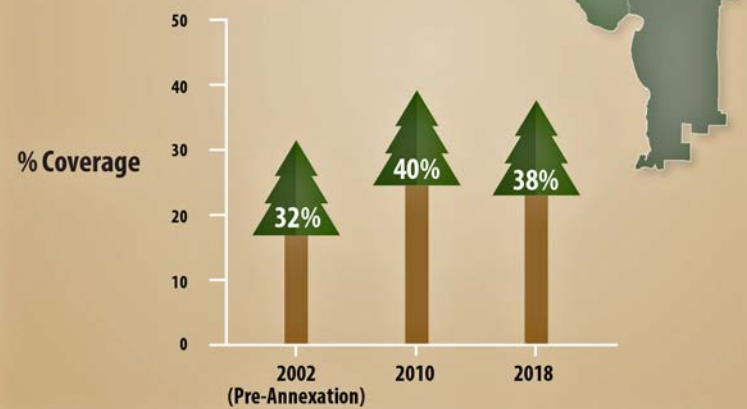
Amendments to the City's tree ordinance to simplify the code and result in a broader diversity of tree ages for long-term succession are expected to be completed by mid-2020. Related enforcement codes were adopted in early 2020. The 2014-2109 Urban Forest Work Plan identified tree planting objectives that have not been initiated, with the exception of a pilot tree give-away.

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-2.1: Strive to achieve a healthy, resilient urban forest with an overall 40 percent tree canopy coverage.

Policy E-2.2: Implement the Urban Forestry Strategic Management Plan.

Kirkland Canopy Cover Assessment



By earning Growth Awards for 10 consecutive years, Kirkland was recognized as a Sterling Tree City USA in 2018 and "regarded as a leader in community forestry" by the National Arbor Day Foundation.



NATURAL ENVIRONMENT + ECOSYSTEMS



Goal EV-10 Examine trends in canopy gain or loss, identify priorities for meeting the overall goal of citywide 40% tree canopy cover goal by 2026 and develop strategies to manage Kirkland's urban forest resource for optimal health, climate resiliency and social equity

- **Action EV-10.1** Formally recognize and support internal cross department collaborative planning to develop and implement sustainable urban forestry strategies for the broader community
- **Action EV-10.2** Incorporate into work plan recommendations from American Society of Landscape Architects (ASLA) Smart Policies for a Changing Climate and the Urban Forest Sustainability and Management Reenvironmental education, access to transportation and services, public health outcomes, and other challenges
- **Action EV-10.3** Ensure continued health and growth of public trees by improving the public tree maintenance program: provide adequate public tree maintenance resources and update and maintain the right-of-way tree inventory to manage for age/species diversity objectives
- **Action EV-10.4** Develop canopy enhancement strategies to mitigate public health impacts in areas that may be disproportionately affected by adverse environmental conditions which may directly, or indirectly, be associated with social disparities in income, homeownership, education, access to transportation and other services, public health outcomes, and other challenges
- **Action EV-10.5** Develop and implement tree planting programs in partnership with schools, regional agencies and nonprofits to increase tree canopy cover on private and public property, including rights-of-way, parks and natural areas
- **Action EV-10.6** Identify and prioritize climate-resilient tree species for public/private tree planting programs
- **Action EV-10.7** Dedicate resources for an ongoing, robust and inclusive public education framework that engages the community, increases awareness of long-range goals and code requirements, promotes stewardship of the urban forest, communicates the value and benefits of trees, and garners public support for the planting and preservation of trees citywide

Why Are Trees Important?



Trees provide enormous environmental, economic, and social benefits, including:

- Improving air quality and producing oxygen
- Reducing the urban heat island effect
- Controlling stormwater runoff and soil erosion, thereby protecting water quality
- Contributing to reductions in crime and increased property values
- Enhancing resident health and well-being
- Providing wildlife habitat and migration corridors
- Building climate resiliency for the community





NATURAL ENVIRONMENT + ECOSYSTEMS

SUSTAINABLE MATERIALS MANAGEMENT

A systemic, holistic approach to using and reusing materials more productively over their entire life cycles, beginning at design and production, through use and reuse, and at the end-of-life through recovery and recycling



Sustainable Materials Management considers the entire life cycle of how we use materials, and their end of life. The ultimate goal is to achieve **zero waste of resources**. Waste management goals have historically focused on recycling efforts but we now know that just recycling is not the answer. Although many may think that switching to compostable or recyclable versions of single use products will be better for the environment, research shows that not to be the case. Environmental impacts are lessened by avoiding unnecessary single use items and prioritizing reusable options.

The City of Kirkland is an active participant in regional waste reduction and recycling efforts, and works to continually innovate and improve programs and offerings. This is done through a variety of recycling programs, like special recycling collection events for expanded polystyrene foam or free battery recycling drop offs, and education campaigns, like promoting participation in food scrap composting. The City aims to reduce the impacts of our residents' and business' waste on the environment. We look to achieve these goals through work on **Three Elements** of this Focus Area:

1. **Waste Reduction**
2. **Recycling and Composting**
3. **Product Stewardship**



SUSTAINABLE MATERIAL MGMT. FOCUS AREA ELEMENTS

1. Waste Reduction

What is it? Waste reduction is the practice of creating less waste through preventing waste generation and changing consumption patterns to avoid the resources needed for recycling or disposal.

How do we measure it? **Waste generation** is the total amount of materials disposed of as trash and materials recycled or composted whereas **waste disposal** is only the amount of material disposed of as trash. These numbers are significant because they indicate overall consumption patterns, more than just what percentage of material is recycled. Kirkland seeks to achieve the waste generation and waste disposal goals in the King County Comprehensive Solid Waste Management Plan. Kirkland and other King County cities collaborate on an overall plan to reduce and manage waste.

Where are we? As of 2018, Kirkland's waste generation rate per capita is 19.9 lbs/week. The waste disposal rate per capita is 8.9 lbs/week.

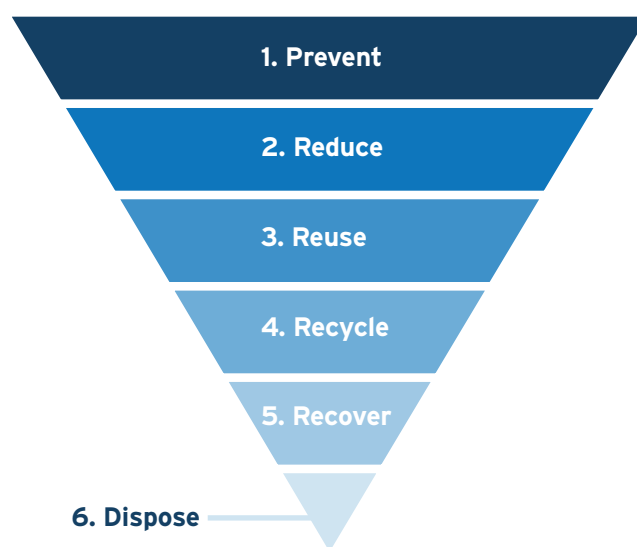
Existing Policy Support: Kirkland Comprehensive Plan

Policy PS-2.1: Coordinate with the City's solid waste and recycling collection contractors and King County Solid Waste Division to ensure that the existing level of service standards are maintained or improved and waste reduction and recycling goals and targets are in compliance with the Draft 2013 King County Comprehensive Solid Waste Management Plan (SWMP) update.

Managing Our Waste



The waste hierarchy prioritizes how we should handle our waste – preventing and reducing waste is the best choice, and throwing things away is the worst environmental choice.



Although recycling items instead of throwing them away allows the material to be turned into something else, recycling everything isn't the end goal for our waste. Reducing the amount of waste produced overall – whether trash, recycling, or compost – will make the most impact for the planet.

Reduce waste by preventing it in the first place, by choosing long-lasting products or skipping a purchase altogether, and by extending the life of possessions. Repairing items and reusing materials also promotes social equity and builds community.

SUSTAINABLE MATERIALS MANAGEMENT



Goal SM-1 Continue to achieve King County's Waste Generation rate target of 20.4 pounds per week per capita by 2030

- **Action SM-1.1** Reduce consumer use of common single-use items – for example, by promoting use of reusable shopping and produce bags
- **Action SM-1.2** Lead by example by improving waste prevention and recycling in City operations, facilities, at sponsored events, and through the purchase of sustainable products
- **Action SM-1.3** Evaluate progress towards waste generation targets annually

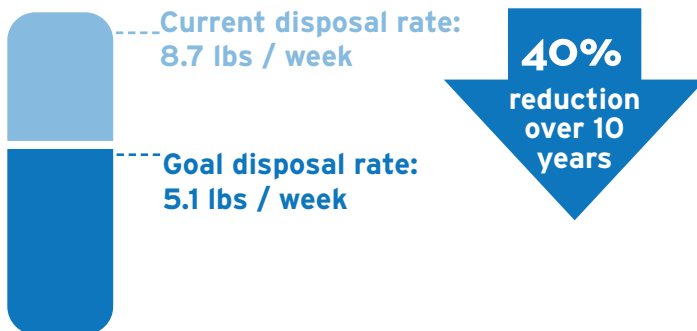
Kirkland banned single use plastic bags in 2016 and is currently looking at other policy options to reduce single use food service ware.

The City is currently working on internal purchasing policies, and recently committed to purchasing only compostable food service ware for internal events.

Goal SM-2 Achieve King County's waste disposal rate target of 5.1 pounds per week per capita by 2030

- **Action SM-2.1** Support repair and reuse activities throughout Kirkland and King County
- **Action SM-2.2** Evaluate progress towards waste disposal targets annually

Reuse events like repair cafes and costume swaps help residents keep items in use, and support the community by providing free options for members of the community in need.





SUSTAINABLE MATERIALS MANAGEMENT

■ Goal SM-3 Reduce single use food service ware throughout City of Kirkland

- **Action SM 3.1** Eliminate the use of expanded polystyrene foam food service ware in food service establishments
- **Action SM 3.2** Enact policy to support reduction of single use food service ware, including straws and utensils
- **Action SM 3.3** Work directly with businesses to provide technical assistance and incentives to increase the use of durable products in food service

2. Recycling + Composting

What is it? **Recycling** is the process of collecting and processing materials and turning them into usable and marketable new products. **Composting** is the diversion of **organics** such as yard waste, food scraps, and food-soiled paper to a controlled biological decomposition process that creates a beneficial soil amendment.

How do we measure it? Recycling diversion rates can include a variety of things, although they typically measure the amount of materials recycled or composted, instead of landfilled. King County reports City recycling diversion rates as the weight of the amount recycled and composted out of weight of total waste.

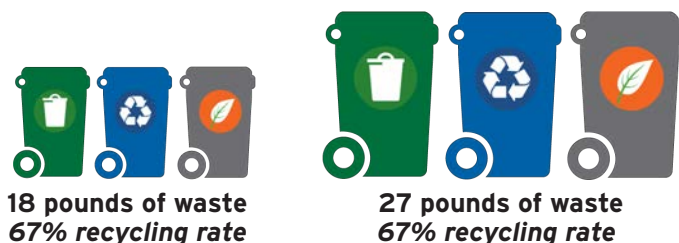
Where are we now? Kirkland's combined residential diversion in 2018 was 55.4% and only includes hauler-reported tonnage data from residential customers.

Many Kirkland residents and businesses participate in diverting food and yard waste from the garbage. It is not mandatory to compost food, but the City offers the service to all at no cost.

Reduce vs. Recycle



While it's helpful to recycle and compost a greater proportion of our waste, the total amount of waste we produce overall is also important to measure – maybe even more important. For example, a family which increased the amount of material they throw away, recycle, and compost by the same proportion would recycle the same proportion of their waste, but generate a lot more waste in total.



SUSTAINABLE MATERIALS MANAGEMENT

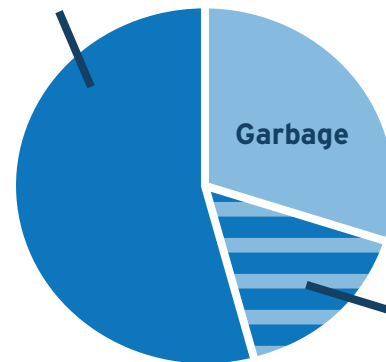


Goal SM-4 Achieve a recycling diversion rate of 70% by 2030. This is a goal that all of King County has agreed upon.

- **Action SM-4.1** Explore options to increase the efficiency and reduce the price of curbside and multi-family collection of bulky items, while diverting as many items as possible for reuse or recycling
- **Action SM-4.2** Expand recycling collection events for difficult-to-recycle items without product stewardship take-back programs

Kirkland offers a number of events each year for hard to recycle items like Styrofoam™, mattresses, paint, and more!

Current: 54% of waste recycled or composted



30% increase over 10 years

Goal: 70% of waste recycled or composted

Figure 6. Current and goal percentage of Kirkland's waste stream that is recycled or composted (by weight) compared to all waste generated

- **Action SM-4.3** Increase single-family food scrap recycling through a three-year educational cart tagging program
- **Action SM-4.4** Update and enforce building code requirements to ensure adequate and conveniently located space for garbage, recycling, and organics collection containers in multi-family, commercial, and mixed-use buildings
- **Action SM-4.5** Institute a construction and demolition program that requires structures to be deconstructed versus demolished to recover valuable building materials that can be reused or recycled
- **Action SM-4.6** Explore and consider a disposal ban policy for recycling and/or organics (ex. City of Seattle)



Simple changes can have dramatic impacts on recycling, like switching from carts to dumpsters so there's enough room for residents to recycle their materials.



SUSTAINABLE MATERIALS MANAGEMENT

Goal SM-5 Increase the number of businesses composting food scraps to 150 by 2023

112 business within the City of Kirkland compost food scraps as of 2018.

- **Action SM-5.1** Continue to develop infrastructure and increase regional and local educational outreach, incentives and promotion to increase recycling of food scraps and food-soiled paper. These efforts should target single-family and multi-family residential developments, as well as nonresidential buildings such as schools, institutions, and businesses.
- **Action SM-5.2** Work with food producers, grocers, restaurants, and schools to prevent food waste and to increase food recovery through donation of surplus meals and staple food items to local food banks



To provide more access to food scrap composting for multifamily residents, Kirkland has piloted two community food scrap drop-off containers, located at City Hall and North Kirkland Community Center.

Kirkland partnered with Lake Washington School District and King County Green Schools to pilot a school food share program to rescue uneaten food at some schools.

3. Product Stewardship

What is it? Product Stewardship is an environmental management strategy that means whoever designs, produces, sells, or uses a product takes responsibility for minimizing the product's environmental impact throughout all stages of the products' life cycle, including end of life management. These programs can also be considered Extended Producer Responsibility programs, because they shift the responsibility of end of life from the consumer to the producer.

Where are we now? Product stewardship programs are typically statewide policies, so existing programs vary across the US. Kirkland cannot set up our own programs, but instead can play a role in supporting the creation of new programs. Currently, in Washington State, product stewardship programs exist for some hard to recycle items, including computers, televisions, fluorescent bulbs, and medicines. A new program for paint stewardship will begin in 2020.

SMP Goal SM-6 Expand Statewide Program for Product Stewardship to include challenging to recycle items like mattresses, batteries, and plastic packaging

- **Action SM-6.1** Support legislative efforts and remain active in groups like Northwest Product Stewardship Council (NWPSC).

Kirkland has representation on the Steering Committee of the NWPSC.

SUSTAINABLE GOVERNANCE

The cooperation and coordination with all levels of government to achieve effective, efficient, and responsive governance and a sustainable level of core services for the Kirkland community



A sustainable government ensures that Kirkland can continue providing key services and guiding the community towards the future it envisions. This includes providing a sustainable level of core services that are funded from predictable revenue.

Trust in governance underpins the City's ability to support the community. Engaging all members of the community - especially those who have traditionally not been represented in public processes - ensures that the voices of all can be heard and incorporated into decision-making, and creates more equitable solutions.

Community resilience prepares Kirkland to continue providing needed services and adapt to changing circumstances, whether economic or related to natural or human-made hazards. The 2020 COVID-19 pandemic highlights the need for an adaptive local government.

We look to achieve these goals through work on **Four Elements**:

1. **City Operations**
2. **Civic Engagement**
3. **Community Resilience**
4. **Financial Stewardship**



SUSTAINABLE GOVERNANCE FOCUS AREA ELEMENTS

1. City Operations

What is it? City operations include all of the operations that make the City function on a daily basis. So many of the decisions the City makes have an effect on the environment, social equity and the economy. It is imperative that the City exhibit leadership to all residents and businesses by showing that good operational decisions can be made to enhance sustainability and livability in Kirkland.

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-4.5: Utilize life cycle cost analysis for public projects that benefit the built and natural environment.

Where are we now? The City makes its decisions in many different forms that consider the environment, equity, and the economy among other criteria. However, not all decisions comprehensively consider sustainability.

■ Goal SG-1 Integrate sustainability into every major decision the City makes

- **Action SG-1.1** Utilize Sustainable Decision Making Matrix by all department decision makers
- **Action SG-1.2** Memorialize in Staff Reports that all major decisions have considered sustainability and have utilized the Sustainable Decision Making Matrix
- **Action SG-1.3** Identify and use other tools and certifications such as a Carbon Counting Calculator and Institute for Sustainable Infrastructure (ISI) Envision certification that can be used for all City building and infrastructure projects to ensure low carbon methods and materials are being considered
- **Action SG-1.4** Identify and apply the **Electronic Product Environment Assessment Tool (EPEAT) registry** for decisions of electronic equipment purchases
- **Action SG-1.5** Actively seek grants in order to move toward an all-electric City's fleet and supporting charging station infrastructure
- **Action SG-1.6** Establish a grant-writing team to find and apply for grants to fund actions from the Sustainability Master Plan

Sustainable Decision Making Worksheet
Describe the proposed action in one sentence:

Criteria 1: Greenhouse Gas Reduction
How much will taking this action reduce greenhouse gas emissions in Kirkland?
0 Not applicable
1 Will not reduce greenhouse gas emissions
2 Will marginally reduce greenhouse gas emissions
3 Will moderately reduce greenhouse gas emissions
4 Will significantly reduce greenhouse gas emissions
5 Will extremely reduce greenhouse gas emissions
How could this action be adjusted to further reduce emissions?

Greenhouse Gas Weighted Score
Multiply the rating by 5: × 5 =

Criteria 2: Environmental Quality
How much will the City taking this action protect habitats, open space and tree cover; reduce consumption of natural resources; and reduce emissions?
0 Not applicable
1 Will not improve environmental quality
2 Will marginally improve environmental quality
3 Will moderately improve environmental quality
4 Will significantly improve environmental quality
5 Will extremely improve environmental quality
How could this action be adjusted to further improve environmental quality?

Enviro. Quality Weighted Score
Multiply the rating by 3: × 3 =

Criteria 3: Community Health & Quality of Life
How much will this action improve health in the community, quality of life, and increase resilience to natural and human-caused hazards?
0 Not applicable
1 Will not improve community health
2 Will marginally improve community health
3 Will moderately improve community health
4 Will significantly improve community health
5 Will extremely improve community health
How could this action be adjusted to further improve community health?

Comm. Health Weighted Score
Multiply the rating by 3: × 3 =

KIRKLAND SUSTAINABILITY MASTER PLAN | 10

The **Sustainable Decision Making Matrix** is available as an Excel workbook or a printable worksheet in this report's "Sustainable Decision Making" section.

The **Electronic Product Environment Assessment Tool (EPEAT)** is a method for purchasers to evaluate the effect of a product on the environment. It assesses various lifecycle environmental aspects of a device and ranks products based on a set of environmental performance criteria.

- **Action SG 1.7** Apply for a Puget Sound Energy Resource Conservation Officer to optimize energy use and maximize efficiency at all City facilities

SUSTAINABLE GOVERNANCE



■ Goal SG-2 Coordinate sustainability programs and policies across all City departments

- **Action SG-2.1** Appoint a sustainability manager with the authority to coordinate the implementation of the Sustainability Master Plan
- **Action SG-2.2** Implement a system to more closely coordinate sustainability-related activities across City departments and implement the Sustainability Master Plan
- **Action SG-2.3** Establish a protocol that allows eligible City staff with positions that don't require full-time in-person presence to work from home a minimum of two days per week

■ Goal SG-3 Examine and refresh City's purchasing policies, to focus on more environmentally preferable purchasing

- **Action SG-3.1** Implement new internal purchasing guidelines, with focus on reducing single use items
- **Action SG-3.2** Explore specifying compost made from organic materials collected from City residents, businesses, and government to be used in City operations and projects
- **Action SG-3.3** Update purchasing policy to reflect best practices in environmental purchasing

2. Civic Engagement

What is it? Civic Engagement is the active participation of community members in seeking to make a difference in the civic life of the community, including having the ability, agency, and opportunity to be involved in decision-making processes that affect them. Engagement activities range from volunteerism to information sharing, from consulting with the community on a policy decision to resident-led efforts, depending on the degree of community and City involvement and decision-making authority. An underlying principle of civic engagement is seeking to ensure that community members should be involved in decisions that impact them.

Where are we now? The City has successfully employed various techniques of public participation, ranging from town halls, community meetings, discussion forums, and online surveys. The City continues to cultivate community capacity in the



Gun Safety and Community Safety Town Hall - June 2018

form of knowledge, participation, and leadership through campaigns of themed resident engagement on timely topics and on-going collaboration with Kirkland's neighborhood associations. The City also supports a vibrant volunteer program and utilizes various boards and commissions to advise the City Council on policy.



SUSTAINABLE GOVERNANCE

Goal SG-4 Ensure processes for public participation are fair, accessible, and inclusive

- **Action SG-4.1** Implement a system of civic engagement that more closely coordinates activities across various City departments to ensure that community members, particularly those most affected by an issue or those historically underrepresented in civic life, may participate in a meaningful way
- **Action SG-4.2** Develop a process to identify and dismantle unintended barriers to public

participation by considering and responding to the diversity of our community, including the various cultural, ethnic, and historical experiences of community members

- **Action SG-4.3** Explore ways to identify and empower trusted messengers in the community to serve as liaisons between the City and communities that have historically been underrepresented in civic life

Goal SG-5 Cultivate community members' knowledge of, participation in, and leadership for civic processes

- **Action SG-5.1** Explore opportunities for the City's involvement in efforts of **collective impact** to help achieve desired outcomes
- **Action SG-5.2** Maintain support for Kirkland neighborhood associations, including efforts at expanding active participation from underrepresented segments of the community, such as people of color, immigrants, and renters

Collective impact is the commitment of a group of actors from different sectors to a common agenda for solving a specific social problem.

- **Action SG-5.3** Explore partnership programs to implement opportunities for civic education and leadership development for community leaders, with a specific emphasis on Black community members, people of color, and immigrants

3. Community Resilience

What is it? The sustained ability of a community to utilize available resources (energy, communication, transportation, food, etc.) to respond to, withstand, and recover from adverse situations

Where are we now? Emergency Management maintains various plans, including the Hazard Mitigation plan, and City resources that are intended to direct and support building resiliency in the community. Emergency Management conducts public education and outreach activities as part of the 'whole community' readiness concept and trains City staff to coordinate and support all phases of emergency and disaster management.



SUSTAINABLE GOVERNANCE



Goal SG-6 Improve community resiliency through community engagement and by strengthening essential City resources

- **Action SG-6.1** Increase redundant/alternate power capability at critical City facilities
- **Action SG-6.2** Educate residents and businesses on actions they can take to increase personal and physical earthquake resilience
- **Action SG-6.3** Identify options and actions to increase water reservoir stability and shake resilient water mains
- **Action SG-6.4** Continue mitigation projects intended to reduce the risk of erosion, landslide, and urban flooding
- **Action SG-6.5** Focus on efforts to address and mitigate climate change impacts
- **Action SG-6.6** Implement hazard mitigation strategies, as identified in the 2019 Hazard Mitigation Plan, through funding, resources, staff support, and collaborative relationships with partner agencies

4. Financial Stewardship

What is it? The stewardship of public funds is one of the greatest responsibilities given to the officials and managers of the City of Kirkland. The establishment of and maintenance of wise fiscal policies enables City officials to protect public interests and ensure public trust. The City's Fiscal Policies represent long-standing principles, traditions, and best practices that have guided the City management in the past and are intended to ensure that the City is financially able to meet its immediate and long-term objectives.

Where are we now? Kirkland is in the second year of the 2019-2020 biennium. City Management and Staff have commenced the preparation of next biennium's budget and Capital Improvement Program (CIP) for review and discussion with the City Council.

As part of the budget development process, the City Council reviews Kirkland's Fiscal Policies and updates them to reflect best practices to ensure the City's financial sustainability.

Goal SG-7 Maintain the City's responsible fiscal practices while enabling progress on City sustainability goals

- **Action SG-7.1** Use the Sustainable Decision Making Matrix that is provided in the Sustainable Decision Making section of this document as a tool for evaluating future investments in projects, programs or actions, such as the greening of the City's fleet or making City facilities more environmentally friendly. The intent is to view proposals through a "sustainability lens" along with financial and other criteria to get a more complete picture of the current and future impacts and benefits of each investment.
- **Action SG-7.2** Evaluate the establishment and funding of a sustainability opportunity fund with the intent of using these funds as the City match portion of any potential grant applications in support of sustainability-oriented projects.



SUSTAINABLE GOVERNANCE

SUSTAINABLE BUSINESS

A healthy mix of local resilient businesses and services that have a positive impact on the environment and the community



Kirkland's business community, from the larger anchor businesses to the small independently-owned shops and restaurants, shapes Kirkland's character and livability. Having goods and services available locally means that Kirkland residents can meet their needs without traveling to another city (probably by car) and also supports community members as well as local government by keeping spending and tax revenue within the city.

Businesses also contribute to Kirkland's environmental impacts through the choices they make about how they operate and what they sell.

We look to achieve the goals to achieve a sustainable business community through work on the **Three Elements** of this Focus Area:

1. **Green Business**
2. **Economic Diversity**
3. **Green Economy**

SUSTAINABLE BUSINESS FOCUS AREA ELEMENTS



1. Green Business

What is it? Green businesses follow practices that limit their environmental impact and protect their employees. Businesses that look to operate sustainably reduce expenses, improve efficiency, keep employees healthy and engaged, comply with regulations, and do right by the planet.

Where are we now? The City of Kirkland offers a variety of resources to businesses to operate more sustainably. These resources include waste, recycling, and composting program assistance,

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-4.11: Promote and recognize green businesses in Kirkland.

free containers and posters, storm drain markers, pollution prevention visits, employee transportation assistance, and more. These resources can be accessed through assistance through the EnviroStars Green Business program and the Source Control Business Inspections Program.

■ Goal SB-1 Engage with Kirkland businesses on environmental best practices

- **Actions SB-1.1** Use the EnviroStars Green Business and Source Control Programs to assist Kirkland businesses in accessing resources to follow environmental best practices
- **Action SB-1.2** Conduct outreach to all non home-based businesses, ensuring all have sufficient recycling capacity
- **Action SB-1.3** Provide hands-on technical assistance to potential pollution generating businesses to manage business operations to reduce pollution entering the stormwater system



Eastside Community Aid Thrift Shop was one of the first Kirkland businesses to be recognized as an EnviroStars green business, at the highest level.



SUSTAINABLE BUSINESS

Why Green Business is Important



Green businesses engage in practices that reduce their impacts on the environment, conserve resources, and protect their employees and customers. By operating more sustainably, businesses can reduce expenses, improve efficiency, keep employees healthy and engaged, comply with regulations, and protect the planet. These practices can be beneficial to the environment and the business bottom line, by reducing costs and improving their image to customers. More than 70% of Puget Sound residents think it's important to buy from environmentally-minded businesses.



The City provides spill kits to businesses like restaurant Bella Balducci so they can be prepared to clean up any accidental spills and prevent pollution from reaching Lake Washington.

2. Economic Diversity

What is it? Kirkland businesses providing a broad range of products and services as defined by the total economic output by business sector.

Where are we now? The City does not currently track economic diversity.

Goal SB-2 Foster economic diversity throughout the community

- **Actions SB-2.1** Track and monitor the makeup of business industries in Kirkland and set a diversification goal
- **Actions SB-2.2** Partner with Chamber & Kirkland Downtown Alliance on promoting "Buy Local"
- **Actions SB-2.3** Support policy that encourages mixed use development and economic diversity

Existing Policy Support: Kirkland Comprehensive Plan

Policy ED 1.2: Encourage a broad range of businesses that provide goods and services to the community.

Economic Diversity Supports the Community



When a large variety of businesses are located locally, residents and other local businesses can meet all or most of their needs for purchasing goods and services without traveling to another city. That makes it easier for people to walk, bike, or bus to meet most of purchasing needs, minimizing dependence on single-occupancy-vehicle travel and reducing travel distances. This is especially beneficial for members of the community who are not able to drive. Shopping locally keeps more money in the community and also provides more funding for local government services.



SUSTAINABLE BUSINESS

3. Green Economy

What is it? A green economy is resilient, socially just, and follows a circular framework that designs out waste through reuse, modular and repairable design, and making the most of materials. Taking a green approach to the economy is low carbon and resource efficient. A green economy strengthens the community by providing living wage jobs, sourcing products locally, and developing green industries that don't harm environmental quality.

Where are we now? The City supports individual businesses through technical support programs, but does not have an overarching program for building a green economy. A similar model might be found in the City's partnership with Redmond and Bellevue on the Innovation Triangle. Businesses can access assistance through the City's economic development team.

■ Goal SB-3 Support and enhance the resilience of the Kirkland business community

- **Action SB 3.1** Develop an economic resilience plan in partnership with Kirkland businesses that focuses on successful operations during uncertain economic times
- **Action SB 3.2** Formulate a green economic recovery plan in partnership with Kirkland businesses that focuses on clean, green industries and living wage jobs
- **Action SB 3.3** Support legislation that promotes a resilient business community in Kirkland and on the Eastside
- **Action SB 3.4** Promote home occupation businesses as means to create more jobs and reduce transportation impacts related to commuting

■ Goal SB-4 Support the transition to an equitable, socially just sustainable business community in Kirkland

- **Action SB 4.1** Create a program to help restaurants, institutions, schools procure food from local sources and farms
- **Action SB 4.2** Promote a training program to assist immigrant and Black, Indigenous, and People of Color (BIPOC) small business owners
- **Action SB 4.3** Develop public/private partnerships to create spaces and places for startups that focus on making and selling sustainable products



HEALTHY COMMUNITY

A healthy community is equitable, socially just and one in which each person has a sense of belonging, support in their community, and access to opportunities that fulfill the basic needs of life



A healthy community must ensure that the entire community has equitable access to resources such as clean water and air, healthy attainable housing, nutritious food, living wage jobs, and a sense of being welcome, accepted and belonging. Improving access to services, representation in decision-making, and environmental conditions for historically marginalized community members, such as low income and Black, Indigenous, and People of Color (BIPOC), should be prioritized. Sustainable communities are socially just, share a common purpose, and are places where all people thrive and enjoy good health and create a high quality of life.

We look to achieve these goals through **Six Elements** of this Focus Area:

1. **Sustainable Food System**
2. **Potable Water**
3. **Human Services**
4. **Welcoming + Inclusion**
5. **Attainable Housing**
6. **Recreation and Wellness**



HEALTHY COMMUNITY FOCUS AREA ELEMENTS

1. Sustainable Food System

What is it? A Sustainable Food System includes increasing opportunities for local food production, distribution and consumption. Composting and Reducing Food Waste Reduction is covered in Sustainable Materials Management.

Where are we now? There are three official P-Patches city-wide. Farmer's Markets occur twice per week.

Goal HC-1 Increase the number and geographic diversity of P-Patches or other types of community gardens by 100% by 2025, and another 100% by 2030

- **Action HC 1.1** Develop a funding plan for development and operation of new P-Patches or other community gardens
- **Action HC 1.2** Develop Public/Private partnerships to locate new P-Patches on private land, including rooftops
- **Action HC 1.3** Develop a strategy plan to prioritize the location of community garden opportunities in areas of the city with concentrations of multi-family developments

Goal HC-2 Increase Farmer's Markets operations from two days per week to seven days per week by 2030, and increase geographic diversity of locations

- **Action HC 2.1** Develop Public/Private Partnerships to assist in new Farmers Market Operations
- **Action HC 2.2** Amend the Kirkland Zoning Code to allow Farmer's Markets where excluded

Existing Policy Support: Kirkland Comprehensive Plan

Policy E-6.1: Expand the local food production market by supporting urban and community farming, buying locally produced food and by participating in the Farm City Roundtable forum



Juanita Farmer's Market provides an opportunity to buy fresh produce weekly in summer.



Volunteers working in the demonstration garden at McAuliffe Park. Photo by Tilth Alliance.

HEALTHY COMMUNITY



■ Goal HC-3 Increase opportunities for private development to grow more food

- **Action HC 3.1** Amend Kirkland Zoning Code to require common open space to include food growing beds
- **Action HC 3.2** Amend the Kirkland Zoning Code to allow food growing in stream and wetland building buffer setback areas
- **Action HC 3.3** Develop a Food Action Plan that assures fresh, local food is available and accessible by entire community

2. Potable Water

What is it? The quantity of fresh drinking water. The city obtains its drinking water from three sources, Cascade Water Alliance, Northshore Utility District and Woodinville Water Alliance.

Where are we now? In 2019 Kirkland used over 2.6 billion gallons of potable water, equal to 58 gallons per day per person.

Existing Policy Support: Kirkland Comprehensive Plan

Policy U-2.1: Work in coordination with other jurisdictions and purveyors in the region to ensure a reliable, economic and sustainable source of water and to address long-term regional water demand.

The average resident in Seattle uses only 39 gallons of water per person per day.

■ Goal HC-4 Reduce use of potable water on a per capita basis by 10% by 2025 and 20% by 2030 as compared to 2019

- **Action HC-4.1** Increase efficiency of water fixtures through incentive programs, educational campaigns, legislation and public/private partnership in the community
- **Action HC-4.2** Establish a program-partnership to develop the following types of water supplies for community use: reclaimed water, harvested water and grey and black water
- **Action HC-4.3** Intensify water conservation efforts through public/private partnerships and outreach and education

Harvesting and reusing **rainwater**, **grey water** and even **black water** can reduce the pressure on existing drinking water sources for future generations.

Water and Sustainability



Water is not an infinite resource. 97% of the world's water is frozen, 2 % is salt water and only 1% of the world's water is available as fresh, clean drinking water also known as potable water. It is predicted that climate change will impact how much water we have available in the future and that using water wisely now can help ensure that future water demands can be met.



HEALTHY COMMUNITY

3. Human Services

What is it? The City recognizes that each resident needs to have a sense of belonging, support in their community, and access to opportunities that fulfill the basic needs of life. Human Services represents those services and programs that seek to enhance the quality of life for all members of the community by supporting diversity and social equity, supporting the provision of services that are utilized by those considered more vulnerable and/or at risk, including youth, seniors, and those in need, and contributing to the social development of the community.

Goal HC-5 Ensure that refugees and immigrants, people of color and economically struggling residents have access to the resources they need to thrive and experience Kirkland as a safe, inclusive and welcoming community

- **Action HC-5.1:** Calculate and tabulate available community health data and conduct community outreach to inform grant program priorities and provide recommendations on resource and access needs

Goal HC-6: Address the homelessness crisis in Kirkland and regionally. Ensure that unhoused residents are connected to life-safety services by coordinating the City's response to the homelessness crisis and providing ongoing case management support

- **Action HC-6.1:** Connect unhoused residents to life-safety services, ensure a coordinated response to the homelessness crisis and to respond to residents and businesses experiencing the community effects of the current crisis
- **Action HC-6.2:** Work regionally to secure ongoing operating funding for increased shelter and day center services for all populations experiencing homelessness on the Eastside

Existing Policy Support: Kirkland Comprehensive Plan

Policy HS-2.1: Work to achieve a community where everyone is treated with respect and given equitable access to resources.

Where are we now? The City addresses basic human services needs through regional facilitation and coordination and a grant program supporting the work of local nonprofit agencies; senior programming is offered at Peter Kirk Community Center and youth services includes a Youth Council, Teen Traffic Court, a Youth Summit and a Mini-Grant Program.



HEALTHY COMMUNITY



Goal HC-7: Build a community in which families, neighbors, schools, and organizations all work together to help young people become engaged, competent and responsible members of the community

- **Action HC-7.1:** Sign on as an Eastside Pathways partner, joining the Lake Washington School District, City of Redmond, the Bellevue School District, the City of Bellevue and many nonprofit organizations to work collectively to attain better outcomes for children, cradle to career



4. Welcoming and Inclusive

What is it? Being welcoming and inclusive means demonstrating a recognition that our community is enriched with people from different countries, from a diversity of racial and ethnic groups and faith traditions, with various expressions of ability, and from various levels of socioeconomic status. This is done by supporting a culture and policy environment that allows for all segments of our population, whether long-term residents or newcomers, to feel valued and fully participate in strengthening the social, economic, and civic fabric of the community.



Community members attended “Finding Solutions: Creating an Inclusive and Safe Community” in November 2018

Existing Policy Support: Kirkland Comprehensive Plan

Policy CC-1.1: Support diversity in our population.

Policy CC-1.3: Support formal and informal community organizations.

Resolution R-5240: Declaring Kirkland as a Safe, Inclusive and Welcoming City for All People

Where are we now? The City has taken several actions to be a more welcoming and inclusive community, including a Proclamation of Kirkland being a safe, inclusive, and welcoming place for all people and a supporting Ordinance prohibiting City staff from inquiring about immigration status unless otherwise required by law.

The City has also directly funded organizations serving the immigrant community through its Human Services Grants, and it has signed on as a member city to the Welcoming America Network and Cities for Citizenship.



HEALTHY COMMUNITY

Goal HC-8 Enhance the city of Kirkland as a safe, inclusive, and welcoming place for all people

- **Action HC-8.1** Require on-going training on diversity, equity, and inclusion for City employees
- **Action HC-8.2** Explore partnership programs to implement community-wide opportunities for learning and dialogue around diversity, equity, and inclusion
- **Action HC-8.3** Encourage the strengthening of relationships between various groups and communities in Kirkland, including communities of color, immigrant and refugee communities, neighborhood associations, the business community, and the faith community

Goal HC-9 Cultivate a welcoming and inclusive community for immigrants and refugees

- **Action HC-9.1** Continue network membership in Welcoming America and Cities for Citizenship
- **Action HC-9.2** Seek Welcoming Certification from Welcoming America, including through regional partnerships with other agencies or organizations
- **Action HC-9.3** Explore partnership programs to strengthen relationships between the City and immigrant and refugee communities and to educate immigrants about their rights, responsibilities, and opportunities for naturalization

"Peace Has Come" mural being painted by artist Nathaniel in the Juanita neighborhood



Pride Flag over Kirkland City Hall during Pride Month 2020

Welcoming America is a non-profit, non-partisan organization that connects leaders in community, government, and nonprofit to create policy, reinforce welcoming principles, and communicate the socioeconomic benefits of inclusion.





5. Attainable Housing

What is it? Preserving existing affordable housing stock while providing new housing options that include a diversity of housing types that are affordable to all that would like to live here.

Where are we now? The City has an affordable housing program and codes that help provide housing options for low income to moderate earners. It also is a founding member of A Regional Coalition for Housing (ARCH), a regional partnership of cities in East King County that share resources and strategies to increase the supply of affordable housing. Recently, the City has been addressing housing options geared toward moderate income earners through increasing housing choices in single-family neighborhoods. Changes include allowing up to two accessory dwelling units on one parcel with a single-family home and making it easier to build cottages, duplexes and triplexes that can blend into existing neighborhoods. The action items in this element work towards encouraging preservation of multi-family housing and incentivizing construction of more energy efficient and sustainably constructed housing which is essential to making the cost to rent or buy housing attainable to more moderate-income earners.

Existing Policy Support: Kirkland Comprehensive Plan

Policy H-3.4 Preserve, maintain, and improve existing affordable housing through assistance to residents and housing providers.

Policy ED-1.5 Strive to maintain a balance of jobs and housing to enable residents to live near work.



Single family home with Accessory Dwelling Unit (ADU)

■ Goal HC-10 Expand housing options for all income levels

- **Action HC-10.1** Establish a program to preserve existing multi-family housing stock
- **Action HC-10.2** Establish program or create additional incentives to preserve older single-family housing stock in exchange for higher density and lot size flexibility
- **Action HC-10.3** Establish a public/private community solar program with a focus on existing multi-family housing stock
- **Action HC-10.4** Revise the City's Expedited Green Building program to include incentives related to creating attainable housing
- **Action HC-10.5** Establish a dialogue with housing developers who use the Evergreen Sustainability Standard to encourage them to go above and beyond minimum certification standards
- **Action HC-10.6** Monitor local and sub-regional job types and their wages and housing costs to ensure that the City's housing stock is affordable to employees of local businesses and traffic congestion is reduced



HEALTHY COMMUNITY

6. Recreation and Wellness

What is it? Kirkland provides opportunities for residents to seek social, physical and emotional components of health and wellness through recreation programs, facilities and services. Regular physical activity, such as recreating at a park, leads to improved physical condition, cardiovascular health, mood and ability to sleep. Being in nature and green space leads to lower rates of depression and anxiety. Robust parks and recreation space for active and passive use is a crucial component to achieving health and wellness individually and for the community.

Goal HC-11 Strive to rebalance and/or acquire sports fields to achieve the specified service level. This service level shows an excess of baseball fields and a deficit of soccer/multi-purpose fields.

- **Action HC-11.1** Complete an athletic field study that can identify a plan for system wide field improvements or acquisitions that will increase the number of soccer/multi-purpose fields

Goal HC-12 Pursue funding measures and/or partnerships that will allow for the expansion of recreation facilities.

- **Action HC-12.1** Build one new skate park to achieve the recommended two skate park facilities
- **Action HC-12.2** Construct a recreation and aquatics center to achieve the recommended indoor pool and recreation space

Where are we now? Kirkland's Parks, Recreation and Open Space Plan (PROS) identifies a service level for the community that specifies the number and types of indoor and outdoor space that should be provided. Currently in the city of Kirkland there are 25 baseball fields, 10 softball fields, 9 soccer / multi-purpose fields, 32 tennis courts, 3 pickleball courts, 1 skate park, 1 outdoor pool, 1 indoor pool and 2 community centers.



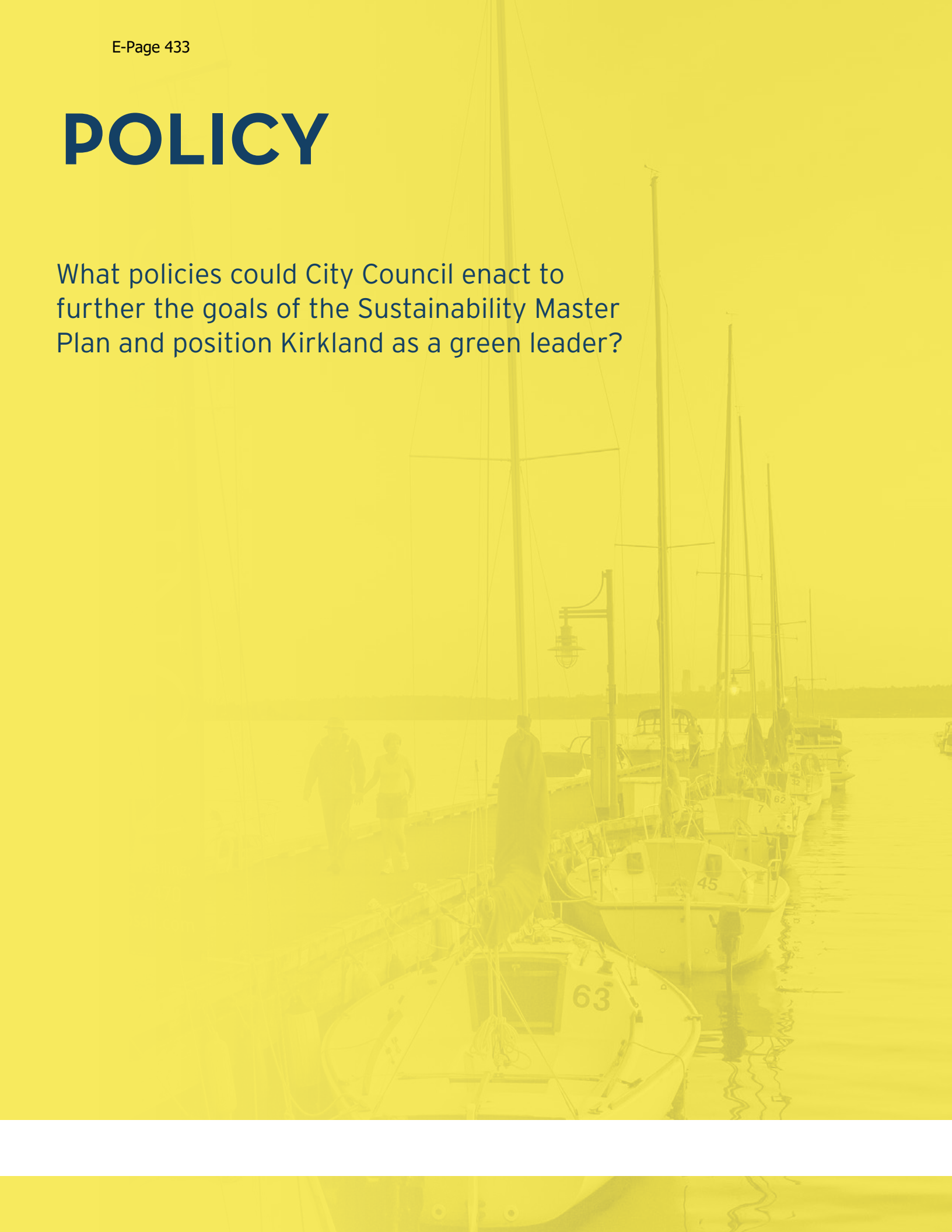
Recreation and Sustainability



Regular physical activity leads to improved physical condition, cardiovascular health, mood and ability to sleep. Participation in recreation programming provides learning opportunity, community engagement and social interaction. Being in green spaces has shown to lower rates of depression and anxiety. These are components of the eight dimensions of wellness which is a foundational philosophy in the PROS Plan.

POLICY

What policies could City Council enact to further the goals of the Sustainability Master Plan and position Kirkland as a green leader?



Next Step Policies to Support Actions in Plan

Some policies that City Council could adopt to aid in achieving the actions outlined in this plan include:



Energy Supply + Emissions

- Require electric vehicle charging station retrofits in existing buildings or on development sites
- Require EV charging stations with all new developments or redevelopment projects at a minimum ratio of one EV charger for 2% of all required parking stalls
- Require all new construction to be built with only electric systems



Building + Infrastructure

- Adopt State-required energy performance benchmarking and disclosure ordinances for an annual reporting program for commercial buildings
- Revise the Kirkland Zoning Code or Municipal Code to require greater water efficiency outside of existing structures (such as required for landscaping, water features, and public infrastructure)



Land Use + Transportation

- Reduce parking minimums in areas well served by transit
- Increase housing density along major transit corridors



Sustainable Materials Management

- Adopt a food service packaging reduction policy
- Ban the use of disposable water bottles at City-sponsored events (except Emergency Management)
- Update building code requirements to ensure adequate and conveniently located space for garbage, recycling, and organics collection containers in multi-family, commercial, and mixed-use buildings
- Institute a construction and demolition program that requires structures to be deconstructed versus demolished to recover valuable building materials to be reused or recycled



Healthy Community

- Amend the Kirkland Zoning Code to allow Farmer's Markets where excluded
- Amend Kirkland Zoning Code to require common open space to include food growing beds
- Amend the Kirkland Zoning Code to allow food growing in Stream and wetland building buffer setback areas

Top 10 Policy Ideas for Environmental Leadership

This plan establishes a framework for environmental improvements over the next ten years, and into the future. Beyond the actions identified in the focus area chapters, City leadership could adopt more visionary goals that would make Kirkland a true environmental leader in the state, nation, and world, such as these.

1. Make Kirkland a **carbon-free city** by 2040.
2. Prohibit the use and sale of **hazardous yard and cleaning chemicals** by the City, businesses and entire community.
3. **Eliminate institutional racism** and any form of injustice in City government and the community.
4. **Eliminate use of all vehicles, machinery and processes that combust fossil fuels.**
5. **Divest all City assets in fossil fuels** and in any industry that is not socially just and equitable in their business operations.
6. Build all new City buildings to **Living Building Challenge standards** by 2040, and petal certified or core certified by 2030 and to net zero energy by 2025.
7. Create **green business districts.**
8. **Achieve Vision Zero** of no roadway deaths by redesigning, rebuilding and adapting roadways into a City-wide network of “complete streets” with priority given to bikes and pedestrians, greenways, trails, and car-free streets.
9. **Remove all human-made fish barriers** from streams with potential to support salmon.
10. Establish an interdisciplinary **Office of Sustainability**, potentially in conjunction with an existing department.



Current Councilmember Jon Pascal, senior planner David Barnes, current Deputy Mayor Jay Arnold, project engineer Anneke Davis, and Councilmember Toby Nixon at the LEED award ceremony for the Kirkland Justice Building.

IMPLEMENTATION

To help decision-makers prioritize the actions identified in the focus areas, all actions have been evaluated according to six key criteria: reducing greenhouse gas emissions, improving environmental quality, supporting community health and resilience, producing more equitable outcomes, reducing reliance on fossil fuels, and weighing the cost to complete against savings realized.

Action Rating Guide

Criteria Rating Guide

Actions were rated according to the following criteria by the project manager and subject matter experts.

Greenhouse Gas Reduction

How much could this action directly reduce greenhouse gas emissions in Kirkland?

- 0 - Not applicable
- 1 - Will not directly reduce Greenhouse Gas Emissions
- 2 - Will marginally reduce Greenhouse Gas Emissions
- 3 - Will moderately reduce Greenhouse Gas Emissions
- 4 - Will significantly reduce Greenhouse Gas Emissions
- 5 - Will extremely reduce Greenhouse Gas Emissions

Rating is weighted by 5.

Environmental Quality

How well could this action protect habitats, open space and tree cover; reduce consumption of natural resources; and restore ecosystems?

- 0 - Not applicable
- 1 - Will not directly improve environmental quality
- 2 - Will marginally improve environmental quality
- 3 - Will moderately improve environmental quality
- 4 - Will significantly improve environmental quality
- 5 - Will extremely improve environmental quality

Rating is weighted by 3.

Community Health - Quality of Life (QOL)

How much would this action benefit community health, quality of life, and increase Kirkland's resilience to natural and human-caused hazards?

- 0 - Not applicable
- 1 - Will not directly improve community health / QOL
- 2 - Will marginally improve community health / QOL
- 3 - Will moderately improve community health / QOL
- 4 - Will significantly improve community health / QOL
- 5 - Will extremely improve community health / QOL

Rating is weighted by 3.

Environmental Social Justice

How much could this action improve equitable environmental outcomes for historically disenfranchised communities (low income, BIPOC)?

- 0 - Not applicable
- 1 - Will not directly improve social justice & equity
- 2 - Will marginally improve social justice & equity
- 3 - Will moderately improve social justice & equity
- 4 - Will significantly improve social justice & equity
- 5 - Will extremely improve social justice & equity

Rating is weighted by 3.

Reduction of Energy Consumption

How much could this action directly reduce energy use, reduce energy costs and replace fossil fuel-based consumption with renewable energy sources?

- 0 - Not applicable
- 1 - Will not directly reduce energy consumption
- 2 - Will marginally reduce energy consumption
- 3 - Will moderately reduce energy consumption
- 4 - Will significantly reduce energy consumption
- 5 - Will extremely reduce energy consumption

Rating is weighted by 2.

Net Cost

What is the net cost (cost - savings) for the City to complete this action?

- 0 - Cost is prohibitive
- 1 - Cost is extremely expensive
- 2 - Cost is highly expensive
- 3 - Cost is moderately expensive
- 4 - Cost is nominal
- 5 - No cost to implement

Rating is weighted by 2.

Total Score



The maximum weighted score is 90 points. For ease of comparison, a scale is used to illustrate the total weighted score of each action. The sliding scale is tinted based on which ten-point block it falls within.

Additional Action Information

Top actions identified by the community during the engagement process are indicated with a star icon.















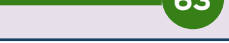


While many actions require coordination across departments, staff identified the lead department(s) or division(s). Some actions are not under the purview of current department or division responsibilities, indicated by "unassigned."

Relative costs and staff level of effort were evaluated within, not between, focus areas. Business impacts may be positive or negative.



Energy Supply + Emissions Action Ratings

Action ID	Action	Total Score		Criteria Ratings						Execution			Impacts		
		Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
ES 1.1	Factor emissions reduction into all budget processes and decision making	60		4	2	3	3	4	4	0-2 years	• Finance		\$	Low	None
ES 1.2	Create public / private partnerships to reduce emissions	56		3	2	3	4	3	4	0-2 years	• Unassigned	• Private partners • K4C	\$	Moderate	None
ES 1.3	Lobby State Legislature to enact laws to further reduce GHG emissions	63		4	2	3	4	4	4	ongoing	• City Manager's Office	• K4C	\$	Low	Potential
ES 2.1	 Establish a plan to have 100% renewable energy for the community	62		5	2	2	3	4	4	0-2 years	• Unassigned	• Energy utility • K4C • People for Climate Action - Kirkland	\$	Moderate	Potential
ES 2.2	 Form an Eastside Public Utility District that secures 100% renewable electricity	48		2	2	3	3	3	4	0-2 years	• Unassigned	• Neighbor cities	\$\$	High	Potential
ES 3.1	Develop a marketing program to encourage installation of solar systems	50		3	2	3	2	3	4	0-2 years	• Unassigned	• Environmental groups • Solar installers	\$\$	Moderate	Potential
ES 3.2	Establish a region-wide program for successful implementation of community solar	56		3	2	3	4	3	4	3-6 years	• Unassigned	• King County • K4C members	\$\$	High	Potential
ES 4.1	Develop regional pilots to incentivize the transition to electric vehicle ownership	53		3	3	3	2	3	4	3-6 years	• Unassigned	• Energy utility • Organizations	\$\$	High	Potential
ES 4.2	Create incentives or require electric vehicle charging station retrofits in existing buildings or on development sites	60		4	3	3	2	4	4	0-2 years	• Planning & Building	• Developers	\$\$	Low	Direct
ES 4.3	Require EV charging stations with all new developments or redevelopment projects	47		3	2	2	2	3	4	0-2 years	• Planning & Building		\$	Low	Direct
ES 5.1	Educate pipeline gas users how to reduce usage	42		2	2	2	2	3	4	0-2 years	• Unassigned	• Private partners	\$	Low	None
ES 5.2	Establish incentive program to convert existing gas appliances to energy efficient electric	63		4	2	4	3	4	4	0-2 years	• Unassigned	• Private partners	\$\$	Low	Direct
ES 5.3	Require all new construction be built with only electric systems	63		4	2	4	3	4	4		• Planning & Building		\$	Low	Direct



Building + Infrastructure Action Ratings

Action		Total Score		Criteria Ratings						Execution			Impacts			
Action ID	Action Summary (see plan for complete text)	Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	New Staff Need?	Staff Level of Effort	Impact to Business / Development Community
BI 1.1	Incentivize net zero energy buildings through Priority Green Building program	60	<div><div></div></div> 60	4	3	3	2	4	4	0-2 years	<ul style="list-style-type: none">Planning & BuildingPublic Works	<ul style="list-style-type: none">Regional Code Collaborative	\$		Moderate	Direct
BI 1.2	Encourage and educate developers to create energy efficient structures	50	<div><div></div></div> 50	3	2	3	2	3	4	0-2 years	<ul style="list-style-type: none">Planning & Building	<ul style="list-style-type: none">Private partnersGreen building organizations	\$		Moderate	Potential
BI 2.1	Build market demand for net-zero energy buildings through incentives, education, demonstration projects, partnerships and recognition	50	<div><div></div></div> 50	3	2	3	2	3	4	0-2 years	<ul style="list-style-type: none">Planning & Building	<ul style="list-style-type: none">Private partnersGreen building organizations	\$		Moderate	Potential
BI 3.1	Create an incentive program to share energy efficiency savings in multi-family housing	66	<div><div></div></div> 66	4	3	3	4	4	4	3-6 years	<ul style="list-style-type: none">Planning & Building	<ul style="list-style-type: none">Building ownersProperty managers	\$\$		Moderate	Potential
ES 3.2	Adopt energy performance benchmarking and disclosure ordinances for commercial buildings	60	<div><div></div></div> 60	4	3	3	2	4	4	3- 6 years	<ul style="list-style-type: none">Planning and Building	<ul style="list-style-type: none">K4C	\$\$		Low	Potential
BI 3.3	Implement C- PACER legislation	63	<div><div></div></div> 63	4	3	3	3	4	4	0-2 years	<ul style="list-style-type: none">Unassigned	<ul style="list-style-type: none">K4C	\$		Low	Direct
BI 3.4	Implement energy performance ratings for all homes at time of sale	60	<div><div></div></div> 60	4	3	3	2	4	4	3-6 years	<ul style="list-style-type: none">Unassigned	<ul style="list-style-type: none">K4CRealtors	\$		Med	Potential
BI 3.5	Establish a program to assist homeowners in selecting appropriate and cost effective energy solutions	60	<div><div></div></div> 60	4	3	3	2	4	4	0-2 years	<ul style="list-style-type: none">Planning & Building	<ul style="list-style-type: none">K4CEnergy efficiency contractors	\$		Low	Potential
BI 4.1	Create an incentive program for energy and water efficient appliances in new and existing structures	52	<div><div></div></div> 52	3	3	2	2	4	4	0-2 years	<ul style="list-style-type: none">Public Works Utilities	<ul style="list-style-type: none">Energy providerWater utilitiesPrivate partners	\$		Low	Direct
BI 4.2	Require greater water efficiency than industry green building certifications	43	<div><div></div></div> 43	2	3	2	2	2	4	3-6 years	<ul style="list-style-type: none">Planning & Building	<ul style="list-style-type: none">Regional Code Collaborative	\$		Low	Direct
BI 4.3	Require greater water efficiency outside existing structures	43	<div><div></div></div> 43	2	3	2	2	2	4	3-+6 years	<ul style="list-style-type: none">Planning & Building	<ul style="list-style-type: none">Regional Code Collaborative	\$		Low	Direct



Land Use + Transportation Action Ratings

Action ID	Action	Total Score		Criteria Ratings						Execution			Impacts		
		Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
LT-1.1	Engage in a Smart Growth policy and Smart Growth zoning code scrub	60	<div><div></div></div> 60	4	2	3	3	4	4	ongoing	• Planning		\$	Moderate	Potential
LT-2.1	Align new pedestrian connections with the 10-Minute Neighborhood concept	54	<div><div></div></div> 54	4	2	3	3	2	3	ongoing	• Transportation		\$	Low	Direct
LT-2.2	Educate community on the benefits of 10-Minute Neighborhoods and smart growth	51	<div><div></div></div> 51	3	2	3	3	2	4	0-2 years	• Planning	• Private partners	\$	Moderate	Direct
LT-2.3	Increase housing density along major transit corridors	55	<div><div></div></div> 55	4	2	2	3	3	4	3-6 years	• Planning		\$	Low	Direct
LT 4.1	Align projects with Sustainability Master Plan	46	<div><div></div></div> 46	2	3	3	2	2	4	ongoing	• Transportation		\$	Low	Potential
LT-4.2	Strive for platinum status with Walk Friendly Communities	54	<div><div></div></div> 54	3	2	4	3	3	3	7-10 years	• Transportation		\$\$	Moderate	Direct
LT-4.3	Strive for platinum status with Bicycle Friendly Communities	54	<div><div></div></div> 54	3	2	4	3	3	3	3-6 years	• Transportation		\$\$	Moderate	Direct
LT-4.4	Educate more students about walking and biking	53	<div><div></div></div> 53	3	2	3	3	3	4	ongoing	• Transportation	• School districts	\$	Low	Direct
LT-4.5	Increase the number of students walking, biking, carpooling and taking the bus to school	66	<div><div></div></div> 66	4	3	4	3	4	4	0-2 years	• Transportation	• School districts	\$	Moderate	Direct
LT-4.6	Make it safe and easy for children to walk, bike and take the bus to school and other destinations	59	<div><div></div></div> 59	4	3	4	2	4	2	ongoing	• Transportation • City Manager's Office	• School districts	\$\$\$	High	Direct
LT-4.7	Prioritize walk and bike access to high frequency transit	75	<div><div></div></div> 75	5	3	5	4	5	2	ongoing	• Transportation		\$\$\$	Moderate	Direct
LT-5.1	Promote public transit use through incentives and a transportation demand management (TDM) program	63	<div><div></div></div> 63	4	2	3	4	4	4	ongoing	• Transportation		\$	Moderate	Direct
LT-5.2	Improve transit access through first-last mile strategies	75	<div><div></div></div> 75	5	3	5	4	5	2	3-6 years	• Transportation	• Ride share services	\$\$\$	Moderate	Direct
LT-5.3	Work with regional transit agencies to provide an equitable and inclusive access to fare payment options	59	<div><div></div></div> 59	3	2	3	5	3	4	3-6 years	• Transportation	• Regional Transit Agencies	\$	Low	Potential
LT-6.1	Encourage carpooling and using shared mobility by providing incentives and ride-matching tools	63	<div><div></div></div> 63	4	2	3	4	4	4	ongoing	• Transportation	• Regional Transit Agencies	\$	Moderate	Direct
LT-7.1	Create partnerships with regional transit agencies and explore new public/private-partnerships	50	<div><div></div></div> 50	3	1	3	3	3	4	ongoing	• Transportation	• Regional Transit Agencies	\$	Low	Potential
LT-7.2	Innovate transit solutions along Cross Kirkland Corridor and connection from I-405 to downtown Kirkland	52	<div><div></div></div> 52	3	2	4	3	3	2	3-6 years	• Transportation	• Regional Transit Agencies	\$\$\$	Moderate	Direct



Natural Environment + Ecosystems Action Ratings

Action ID	Action	Total Score		Criteria Ratings						Execution			Impacts		
		Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
EV-1.1	Continue NPDES permit compliance	41		0	4	4	3	0	4	ongoing	• Surface Water	• WA Ecology	\$	High	Direct
EV-1.2	Proactively identify and reduce pollutants of concern in Kirkland's impaired streams	40		0	5	4	3	0	2	ongoing	• Surface Water	• King County	\$\$\$	Moderate	Potential
EV-1.3	Assess and prioritize watersheds and actions that will improve water quality	39		0	4	3	4	0	3	0-2 years	• Surface Water		\$\$	Low	Potential
EV-2.1	Fund projects to make culverts fish passable	26		0	5	3	0	0	1	ongoing	• Surface Water	• Tribes • WA Fish & Wildlife • Army Corps	\$\$\$\$	Moderate	Potential
EV-2.2	Develop action plans for stormwater retrofit and water quality management strategies	42		0	5	3	4	0	3	0-2 years	• Surface Water		\$\$	Moderate	Potential
EV-2.3	Actively involve the community in the protection of Kirkland's aquatic resources	45		0	5	4	4	0	3	ongoing	• Surface Water	• Environmental groups • Community organizations	\$\$	Moderate	Potential
EV-3.1	Inspect and maintain public stormwater infrastructure	43		0	4	5	2	0	5	ongoing	• Surface Water		\$	Moderate	Potential
EV-3.2	Proactively replace aging stormwater infrastructure	37		0	3	5	3	0	2	0-2 years	• Surface Water		\$\$\$	Moderate	Potential
EV-4.1	Evaluate stormwater infrastructure capacity and address capacity problems	40		0	3	5	2	0	5	ongoing	• Surface Water		\$	Moderate	Potential
EV-4.2	Construct flood reduction projects for problems that occur more often than every 10 years	29		0	3	4	2	0	1	ongoing	• Capital Improvement Program		\$\$\$\$	Moderate	Potential
EV-4.3	Review development proposals for potential flood and downstream impacts and require mitigation	32		0	3	4	1	0	4	ongoing	• Surface Water	• Developers	\$	Moderate	Direct
EV-5.1	Recruit and train additional Stewards to lead volunteer habitat restoration events in parks and natural areas	53		1	5	5	2	2	4	0-2 years	• Parks & Comm. Service		\$	Moderate	Potential
EV-5.2	Grow the Green Kirkland Partnership volunteer force at a rate that meets or exceeds the City's population growth	53		1	5	5	2	2	4	0-2 years	• Parks & Comm. Service	• Forterra • EarthCorps	\$	Moderate	Direct
EV-5.3	Contract a year-round Washington Conservation Corps crew to work in critical areas in all City parks and natural areas	56		2	5	5	2	2	3	0-2 years	• Parks and Comm. Service	• Department of Ecology	\$\$	Moderate	Potential

Action		Total Score		Criteria Ratings						Execution			Impacts		
Action ID	Action Summary (see plan for complete text)	Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
EV-6.1	Update City IPM policies and practices, prioritize treatment locations, and ensure maintenance occurs as needed	46	<div><div></div>46</div>	1	4	4	2	1	4	0-2 years	• Parks & Comm. Service	• King County Noxious Weed Control	\$	Moderate	Potential
EV-6.2	Utilize the ArcCollector application to map and track the treatment of noxious weeds requiring treatment	50	<div><div></div>50</div>	2	4	4	2	1	4	0-2 years	• GIS		\$	Moderate	Potential
EV 7.1	Proactively seek and acquire parkland to secure new parks	54	<div><div></div>54</div>	2	4	4	5	2	2	ongoing	• Parks		\$\$\$\$	High	Potential
EV 8.1	Sign the national “10-minute walk” initiative	47	<div><div></div>47</div>	2	2	4	3	0	5	0-2 years	• Parks		\$	Low	None
EV 8.2	Create GIS dataset for privately owned public parks and public plazas in the city	8	<div><div></div>8</div>	0	0	0	0	0	4	3-6 years	• Parks		\$	Moderate	None
EV 9.1	Conduct an accessibility review of parks and recreation facilities to create an action plan for needed improvements	42	<div><div></div>42</div>	0	2	5	5	0	3	3-6 years	• Parks		\$\$	Moderate	None
EV 9.2	Add an accessibility and inclusivity capital project fund to the Parks and Community Services capital improvement program	36	<div><div></div>36</div>	0	0	5	5	0	3	3-6 years	• Parks		\$\$	Moderate	None
EV 9.3	Update the Park, Recreation and Open Space Plan	43	<div><div></div>43</div>	1	3	4	3	1	3	0-2 years	• Parks		\$\$\$	High	None
EV-10.1	Support internal cross department planning to develop and implement sustainable urban forestry strategies	47	<div><div></div>47</div>	0	4	3	4	2	5	3-6 years	• Unassigned		\$	Low	Direct
EV-10.2	Update the 2012-2019 Urban Forest Six Year Work Plan	49	<div><div></div>49</div>	1	4	4	4	0	4	0-2 years	• Planning & Building		\$	Low	Potential
EV-10.3	Pursue opportunities to improve the public tree maintenance program	56	<div><div></div>56</div>	1	3	5	5	3	3	3-6 years	• Parks • Public Works		\$\$\$	High	Direct
EV-10.4	Develop canopy enhancement strategies to mitigate public health impacts in areas that may be disproportionately affected by adverse environmental conditions	63	<div><div></div>63</div>	1	4	5	5	3	5	3-6 years	• Planning & Building	• WA Dept Natural Resources • WA Dept of Health • Private partners	\$	Moderate	Potential
EV-10.5	Develop and implement tree planting programs to increase tree canopy cover on private and public property	61	<div><div></div>61</div>	2	4	4	3	5	5	3-6 years	• Unassigned	• Schools • Regional agencies • Nonprofits	\$\$	Moderate	Direct
EV-10.6	Identify and prioritize climate-resilient tree species for public/private tree planting programs	56	<div><div></div>56</div>	0	4	4	3	5	4	0-2 years	• Planning & Building	• UW Climate Impacts Group • Allied professionals	\$	Low	Potential
EV-10.7	Dedicate resources for an ongoing, robust, inclusive public education and engagement framework around trees	56	<div><div></div>56</div>	0	5	5	4	2	5	0-2 years	• Planning & Building	• Community • Private partners	\$	Moderate	Direct



Sustainable Materials Management Action Ratings

Action ID	Action	Total Score		Criteria Ratings						Execution			Impacts		
		Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
SM 1.1	Evaluate waste generation targets annually	26		1	1	1	1	1	5	0-2 years	• Solid Waste		\$	Low	None
SM 1.2	Reduce consumer use of common single-use items	43		3	3	2	1	2	3	3-6 years	• Solid Waste		\$	Moderate	Potential
SM 1.3	Improve waste prevention and recycling in City operations, facilities, and at sponsored events	35		2	2	2	1	1	4	3-6 years	• Solid Waste		\$	Moderate	Potential
SM 2.1	★ Support repair and reuse activities	38		3	1	2	2	1	3	0-2 years	• Solid Waste	• EcoConsumer	\$	Low	None
SM 2.2	Evaluate waste disposal progress annually	26		1	1	1	1	1	5	0-2 years	• Solid Waste		\$	Low	None
SM 3.1	Eliminate the use of expanded polystyrene foam food service ware in food service establishments	44		3	3	3	1	1	3	0-2 years	• Solid Waste		\$\$	High	Direct
SM 3.2	Enact policy to reduce single use food service ware	37		2	2	2	1	2	4	0-2 years	• Solid Waste		\$	High	Direct
SM 3.3	Provide technical assistance and incentives to promote durable products at food service businesses	43		3	2	2	2	2	3	0-2 years	• Solid Waste		\$\$	High	Direct
SM 4.1	Increase the efficiency and reduce the price of curbside and multifamily collection of bulky items	39		2	2	2	3	1	3	3-6 years	• Solid Waste	• Hauler	\$\$	Moderate	None
SM 4.2	Expand recycling events for difficult to recycle items without product stewardship take-back programs	44		3	2	3	2	1	3	3-6 years	• Solid Waste		\$	Moderate	None
SM 4.3	Increase single family food scrap recycling through a three-year educational cart tagging program	43		4	2	2	1	1	3	3-6 years	• Solid Waste	• Hauler	\$	Moderate	None
SM 4.4	Update building code requirements for waste collection in multifamily, commercial, and mixed use	33		1	2	2	2	1	4	7-10 years	• Solid Waste		\$	Moderate	Direct
SM 4.5	Institute a construction and demolition program that requires structures to be deconstructed	48		4	2	3	1	1	4	7-10 years	• Solid Waste • Building		\$	Moderate	Direct
SM 4.6	Implement a disposal ban for recycling or organics	43		4	2	2	1	1	3	7-10 years	• Solid Waste		\$\$	High	None
SM 5.1	Develop infrastructure and increase outreach and incentives to increase recycling of organics	46		3	2	3	2	1	4	7-10 years	• Solid Waste		\$	Moderate	Direct
SM 5.2	Increase food recovery through donation of surplus meals and staple food items to local food banks	50		3	1	4	4	1	3	7-10 years	• Solid Waste	• Food producers • Food banks • Schools	\$\$	High	Direct
SM 6.1	Support legislative efforts and remain active in groups	32		1	1	2	2	1	5	7-10 years	• Solid Waste	• Northwest Product Stewardship Council	\$	Low	Potential














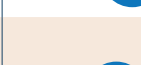


Sustainable Governance Action Ratings

Action ID	Action	Total Score		Criteria Ratings						Execution			Impacts		
		Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
SG-1.1	★ Customize and utilize Sustainable Decision Making Matrix by all department decision makers	58	<div><div></div></div> 58	3	3	3	3	3	5	0-2 years	• City Manager's Office		\$	Moderate	Potential
SG-1.2	Memorialize in Staff Reports that all major decisions have considered sustainability	58	<div><div></div></div> 58	3	3	3	3	3	5	0-2 years	• City Manager's Office		\$	Low	None
SG-1.3	Identify tools such as a Carbon Counting Calculator that can be used for all City building and development projects to ensure the use of low carbon methods and materials	44	<div><div></div></div> 44	4	2	2	0	2	4	0-2 years	• Facilities • Capital Improvement Program		\$	Low	Potential
SG-1.4	Identify and apply the Epeat registry for decisions of electronic equipment purchases	27	<div><div></div></div> 27	1	1	0	1	4	4	0-2 years	• IT		\$	Low	None
SG-1.5	Actively seek grants in order to move toward an all-electric City's fleet and supporting charging station infrastructure.	49	<div><div></div></div> 49	4	1	3	1	4	3	0-2 years	• Fleet		\$	Moderate	None
SG-1.6	Establish a grant-writing team to find and apply for grants to fund actions from the Sustainability Master Plan	30	<div><div></div></div> 30	1	2	2	1	2	3	0-2 years	• Unassigned	• Dept of Commerce • King County	\$	Moderate	Potential
SG-1.7	Apply for a Puget Sound Energy Resource Conservation Officer to optimize energy use and maximize efficiency	36	<div><div></div></div> 36	2	1	2	1	4	3	0-2 years	• Facilities	• Puget Sound Energy	\$\$	Low	Potential
SG-2.1	★ Appoint a sustainability manager to coordinate implementation of the Sustainability Master Plan	49	<div><div></div></div> 49	3	3	2	3	3	2	3-6 years	• City Manager's Office		\$\$	High	None
SG-2.2	Implement a system to more closely coordinate sustainability-related activities across City departments	31	<div><div></div></div> 31	2	2	1	0	2	4	0-2 years	• City Manager's Office		\$\$	Moderate	None
SG-2.3	Establish protocol that allows all potential city staff to work from home a minimum of two days per week	50	<div><div></div></div> 50	4	2	3	1	2	4	0-2 years	• Human Resources		\$	Low	Potential
SG-3.1	Implement new internal purchasing guidelines, including focus on reducing single use items	21	<div><div></div></div> 21	2	1	0	0	0	4	0-2 years	• Purchasing • Solid Waste		\$	Low	None
SG-3.2	Explore specifying compost made from Kirkland's organic materials to be used in City operations and projects	25	<div><div></div></div> 25	2	3	0	0	0	3	0-2 years	• Public Works		\$	Low	None
SG-3.3	Update purchasing policy to reflect best practices in environmental purchasing	31	<div><div></div></div> 31	3	1	1	0	1	4	0-2 years	• Purchasing		\$	Low	None
















Action		Total Score		Criteria Ratings						Execution			Impacts		
Action ID	Action Summary (see plan for complete text)	Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
SG-4.1	Implement a system of civic engagement that more closely coordinates activities across various City departments	26	26	0	0	3	3	0	4	0-2 years	• City Manager's Office		\$-\$	Moderate	Potential
SG-4.2	Develop a process to identify and dismantle unintended barriers to public participation	27	27	0	0	3	4	0	3	0-2 years	• City Manager's Office	• Communities of color • Immigrant and refugee communities • Neighborhood Assoc. • Businesses • Faith community • Community-based organizations	\$-\$	Moderate	Potential
SG-4.3	Identify and empower trusted messengers in the community to serve as liaisons between the City and communities that have historically been underrepresented	29	29	0	0	3	4	0	4	0-2 years	• City Manager's Office	• Communities of color • Immigrant and refugee communities • Faith community • Community-based organizations	\$-\$	Moderate	Potential
SG-5.1	Explore opportunities for the City's involvement in efforts of collective impact to help achieve desired outcomes	23	23	0	0	2	3	0	4	0-2 years	• City Manager's Office	• Communities of color • Immigrant and refugee communities • Neighborhood Assoc. • Business community • Faith community • Community-based organizations	\$-\$	Moderate	Potential
SG-5.2	Maintain support for Kirkland neighborhood associations, including efforts to expand active participation from underrepresented segments of the community	23	23	0	0	2	3	0	4	0-2 years	• City Manager's Office	• Neighborhood Assoc. • Communities of color • Immigrant and refugee communities • Faith community • Community-based organizations	\$	Moderate	Potential
SG-5.3	Implement opportunities for civic education and leadership development for community leaders, with a specific emphasis on Black community members, people of color, and immigrants	30	30	0	0	3	5	0	3	0-2 years	• City Manager's Office	• Neighborhood Assoc. • Communities of Color • Immigrant and refugee communities • Faith community • Community-based organizations	\$-\$	Moderate	Potential

Action		Total Score		Criteria Ratings						Execution			Impacts		
Action ID	Action Summary (see plan for complete text)	Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
SG-6.1	Increase redundant / alternate power capability at critical City facilities	39	<div><div></div></div> 39	2	0	3	4	2	2	3-6 years	• Facilities		\$\$\$	Moderate	None
SG-6.2	Educate residents and businesses on actions they can take to increase personal and physical earthquake resilience	34	<div><div></div></div> 34	0	0	4	4	1	4	ongoing	• Emergency Management	• Neighborhood Assoc. • Other public agencies • Business community • Nonprofit partners	\$	Low	Direct
SG-6.3	Identify options and actions to increase water reservoir stability and shake resilient water mains	28	<div><div></div></div> 28	0	3	3	2	0	2	3-6 years	• Public Works	• Water utilities	\$\$\$	Moderate	Potential
SG-6.4	Continue mitigation projects intended to reduce the risk of erosion, landslide, and urban flooding	35	<div><div></div></div> 35	0	4	3	2	1	3	ongoing	• Capital Improvement Program	• Other public agencies • Environmental groups	\$\$\$	Moderate	Potential
SG-6.5	Focus on efforts to address and mitigate climate change impacts	62	<div><div></div></div> 62	4	4	3	3	2	4	ongoing	• Planning & Building	• K4C	\$\$	Moderate	Potential
SG-6.6	Implement hazard mitigation strategies through funding, resources, staff support and partner agencies	53	<div><div></div></div> 53	3	4	3	3	1	3	3-6 years	• Emergency Management	• Other public agencies • Environmental groups • Utilities • Business Community • Nonprofit partners	\$\$\$	Moderate	Potential
SG-7.1	Use the Sustainable Decision Making Matrix as a tool for evaluating future investments in projects, programs or actions	58	<div><div></div></div> 58	3	3	3	3	3	5	0-2 years	• Finance		\$	Moderate	None
SG-7.2	★ Evaluate establishing a sustainability opportunity fund for the City match portion of sustainability grants	44	<div><div></div></div> 44	3	2	2	3	2	2	3-6 years	• Finance		\$\$\$	Moderate	None

Sustainable Business Action Ratings

Action ID	Action	Total Score		Criteria Ratings						Execution			Impacts		
		Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development / Community
SB-1.1	Assist Kirkland businesses in accessing resources to follow environmental best practices	41		2	3	2	2	2	3	Ongoing	• Public Works • Solid Waste	• EnviroStars	\$\$	Low	Direct
SB-1.2	Conduct outreach to all non home-based businesses, ensuring all have sufficient recycling capacity	25		1	2	1	1	0	4	0-2 years	• Solid Waste	• Hauler	\$	Low	Direct
SB-1.3	Provide hands-on technical assistance to potential pollution generating businesses to reduce pollution entering the stormwater system	31		0	3	2	2	1	4	Ongoing	• Surface Water	• King County Hazardous Waste	\$\$	Low	Direct
SB-2.1	Track and monitor the makeup of business industries in Kirkland and set a diversification goal	20		0	1	2	1	0	4	3-6 years	• Economic Development	• Washington State	\$	Low	Potential
SB-2.2	Partner with Chamber and Kirkland Downtown Alliance on promoting “Buy Local”	32		2	1	2	1	1	4	0-2 years	• Economic Development	• Chamber of Commerce • Kirkland Downtown Association	\$	Low	Direct
SB-2.3	 Support policy that encourages mixed use development and economic diversity	42		2	1	3	2	2	5	0-2 years	• Economic Development • Planning & Building		\$	Moderate	Direct
SB-3.1	Develop an economic resilience plan	23		0	0	3	2	1	3	3-6 years	• Unassigned	• Kirkland businesses	\$\$	Moderate	Direct
SB-3.2	Formulate a green economic recovery plan that focuses on clean, green industries and living wage jobs	46		2	2	3	3	3	3	0-2 years	• City Manager's Office	• Kirkland businesses	\$\$	Moderate	Direct
SB-3.3	Support legislation that promotes a resilient business community in Kirkland and on the Eastside	27		1	1	2	1	1	4	0-2 years	• City Manager's Office		\$	Low	Potential
SB-3.4	Promote home occupation businesses	37		2	2	2	1	2	4	3-6 years	• Planning & Building		\$	Low	Potential
SB-4.1	Create a program to help restaurants, institutions, schools procure food from local sources and farms	31		2	1	3	1	0	3	3-6 years	• Unassigned	• King Conservation District • Local farmers • Restaurants • School districts	\$\$	Moderate	Direct
SB-4.2	Promote a training program to assist immigrant and minority-owned new small business owners	37		1	2	2	4	1	3	3- 6 years	• Unassigned		\$\$	Moderate	Direct
SB-4.3	Create spaces and places for startups that focus on making and selling sustainable products	30		1	2	2	1	1	4	3-6 years	• Unassigned	• Private partners	\$	Moderate	Direct

Healthy Community Action Ratings

Action ID	Action	Weighted Score	Total Score Weighted Score Out of Maximum 90-point Scale	Criteria Ratings						Execution			Impacts		
				Greenhouse Gas Reduction	Environmental Quality	Community Health- Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
HC 1.1	 Develop a funding plan for development and operation of new P-Patches and community gardens	40		2	2	3	3	0	3	3-6 years	• Parks		\$\$	Moderate	None
HC 1.2	Develop Public/Private partnerships to locate new P-Patches on private land, including rooftops	46		2	2	3	3	2	4	3-6 years	• Parks • Planning	• Private partners	\$\$	Moderate	None
HC 1.3	Develop a strategy plan to prioritize the location of community garden opportunities in areas of the city with concentrations of multi-family developments	46		2	2	4	4	0	3	3-6 years	• Parks		\$\$	Moderate	None
HC 2.1	Develop Public/Private Partnerships to assist in new Farmers Market Operations	36		2	0	3	3	0	4	3-6 years	• Parks	• Private partners	\$\$	Moderate	None
HC 2.2	Amend Kirkland Zoning Code to allow Farmer's Markets where excluded	39		2	0	3	4	0	4	0-2 years	• Planning		\$	Low	Potential
HC 3.1	Amend Kirkland Zoning Code to require common open space to include food growing beds	42		2	2	3	3	0	4	0-2 years	• Planning		\$	Low	None
HC 3.2	Amend the Kirkland Zoning Code to allow food growing in stream and wetland buffer setback areas	39		2	2	2	3	0	4	0-2 years	• Planning		\$	Low	None
HC 3.3	Develop a Food Action Plan that assures fresh, local food is available and accessible by entire community	37		2	1	3	3	0	3	7-10 years	• Unassigned		\$\$\$	High	Potential
HC 4.1	Increase efficiency of water fixtures through incentive programs, education, legislation and partnerships	37		2	2	1	2	3	3	0-2 years	• Planning & Building	• Water utilities	\$\$	Moderate	Direct
HC 4.2	Develop water supplies for community use: reclaimed water, harvested water and grey and black water	36		2	2	3	1	2	2	3-6 years	• Public Works	• Wastewater utilities	\$\$\$	High	None
HC 4.3	Intensify water conservation effort through public/private partnerships and outreach and education	37		2	2	1	2	2	4	0-2 years	• Public Works	• Water utilities	\$	Low	None
HC 5.1	Hire or contract a Community Engagement and Data Analyst for 1 year	31		0	0	3	4	2	3	0-2 years	• Human Services		\$\$	Moderate	Potential
HC 6.1	Hire or contract a homelessness and housing outreach specialist to connect unhoused residents to services and housing	60		3	3	4	4	3	3	0-2 years	• Human Services		\$\$	Moderate	Direct
HC 6.2	Secure funding for more shelter and day center services for all groups experiencing homelessness on the Eastside	34		0	2	3	3	2	3	0-2 years	• Human Services	• Other cities • Private partners	\$\$\$	Low	Direct

Action		Total Score		Criteria Ratings						Execution			Impacts		
Action ID	Action Summary (see plan for complete text)	Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
HC 7.1	Sign on as an Eastside Pathways partner to attain better outcomes for children, cradle to career	31	<div><div></div>31</div>	0	0	3	4	0	5	0-2 years	• Human Services	• Eastside Pathways • Partner agencies	\$	Low	Potential
HC 8.1	Require on-going training on diversity, equity, and inclusion for City employees	27	<div><div></div>27</div>	0	0	3	4	0	3	0-2 years	• Human Resources		\$\$	Moderate	Potential
HC 8.2	Explore partnership programs to implement community learning and dialogue around diversity, equity and inclusion	29	<div><div></div>29</div>	0	0	3	4	0	4	0-2 years	• City Manager's Office	• Communities of color • Immigrant and refugee communities • Neighborhood Assoc. • Businesses • Faith community	\$	Moderate	Potential
HC 8.3	Encourage the strengthening of relationships between various groups and communities in Kirkland	45	<div><div></div>45</div>	2	2	3	4	0	4	0-2 years	• City Manager's Office	• Communities of color • Immigrant and refugee communities • Neighborhood Assoc. • Businesses • Faith community	\$	Moderate	Potential
HC 9.1	Continue network membership in Welcoming America and Cities for Citizenship	23	<div><div></div>23</div>	0	0	2	3	0	4	0-2 years	• City Manager's Office		\$	Moderate	Potential
HC 9.2	Seek Welcoming Certification from Welcoming America	27	<div><div></div>27</div>	0	0	3	4	0	3	0-2 years	• City Manager's Office	• Community-based organizations • Neighboring cities	\$	Moderate	Potential
HC 9.3	Explore partnership programs to strengthen relationships between the City and immigrant and refugee communities	29	<div><div></div>29</div>	0	0	3	4	0	4	0-2 years	• City Manager's Office	• Community-based organizations • Neighboring cities	\$	Moderate	Potential
HC-10.1	Establish program to preserve multi-family housing stock	51	<div><div></div>51</div>	3	3	2	3	2	4	3-6 years	• Planning & Building	• ARCH • King County	\$\$	Moderate	Potential
HC-10.2	Establish program or create additional incentives to preserve older single-family housing stock in exchange for higher density and lot size flexibility	48	<div><div></div>48</div>	3	2	2	3	2	4	0-2 years	• Planning & Building		\$\$	Moderate	Potential
HC-10.3	Establish a public/private community solar program with a focus on existing multi-family housing stock	56	<div><div></div>56</div>	3	3	3	3	3	4	3-6 years	• Unassigned	• Private partners, • K4C	\$\$	Moderate	Potential
HC-10.4	Revise the City's Expedited Green Building program to include incentives related to creating attainable housing	50	<div><div></div>50</div>	3	2	2	3	3	4	0-2 years	• Planning & Building	• ARCH • King County	\$	Low	Direct

Action		Total Score		Criteria Ratings						Execution			Impacts		
Action ID	Action Summary (see plan for complete text)	Weighted Score	Weighted Score Out of Maximum 90-point Scale	Greenhouse Gas Reduction	Environmental Quality	Community Health-Quality of Life	Environmental Social Justice and Equity	Reduction of Energy Consumption	Net Cost	Time Frame	Lead Department or Division	Community Partners	Relative Cost	Staff Level of Effort	Impact to Business / Development Community
HC- 10.5	Encourage developers who use the Evergreen Sustainability Standard to exceed minimums	40	<div><div></div></div> 40	2	2	2	2	2	4	0-2 years	• Planning & Building	• Housing developers	\$	Low	Potential
HC-10.6	Track and monitor job/housing balance	24	<div><div></div></div> 24	1	1	1	1	1	4	0-2 years	• Unassigned		\$	Medium	None
HC 10.7	Complete an athletic field study that can identify a plan for system wide field improvements or acquisitions	30	<div><div></div></div> 30	0	0	3	5	0	3	3-6 years	• Parks & Comm. Services		\$	Medium	Potential
HC 11.1	Build an additional skate park	27	<div><div></div></div> 27	0	0	3	4	0	3	7-10 years	• Parks & Comm. Services		\$\$	Medium	None
HC 11.2	Construct a recreation and aquatics center to achieve the recommended indoor pool and recreation space	32	<div><div></div></div> 32	0	0	5	5	0	1	7-10 years	• Parks & Comm. Services	• Redmond • Bellevue • King County	\$\$\$\$	High	Potential

Targeted Timelines for Goals in Plan

2025



Goal ES-5 Reduce emissions of fossil fuels from all buildings by 20% by 2025 and 50% by 2030



Goal BI-2 Require 50% of new construction to be Certified Net Zero Energy by 2025 and 100% by 2030



Goal BI-4 Reduce water use in buildings by 10% by 2025 and 20% by 2030



Goal BI-1 Certify all new construction as High Performing Green Buildings



Goal SM-5 Increase the number of businesses composting food scraps to 150 by 2023



Goal EV-6 Eliminate the discretionary use of synthetic pesticides in parks by 2025



Goal EV-10 Identify priorities for meeting the overall goal of citywide 40% tree canopy cover goal by 2026



Goal HC-1 Increase P-Patches or other community gardens by 100% by 2025, and another 100% by 2030



Goal HC-4 Reduce per capita use of potable water by 10% by 2025 and 20% by 2030

2030



Goal ES-2 Purchased energy is 100% carbon free



Goal ES-1 Reduce community emissions by 50%



Goal ES-3 Add 10 Mega Watts (MW) of solar



Goal ES-4 Reduce GHG emissions from vehicles 25%



Goal BI-3 Reduce energy use in existing buildings by 25%



Goal LT-3 Reduce driving per capita by 20%



Goal SM-1 Achieve waste generation rate of 20.4 lbs/week per capita



Goal SM-2 Achieve waste disposal target of 5.1 lbs/week per capita



Goal SM-4 Achieve a recycling diversion rate of 70%

2035



Goal EV-5 Restore 500 acres of City-owned natural areas and open space park lands

2050



Goal ES-1 Reduce community emissions by 80%



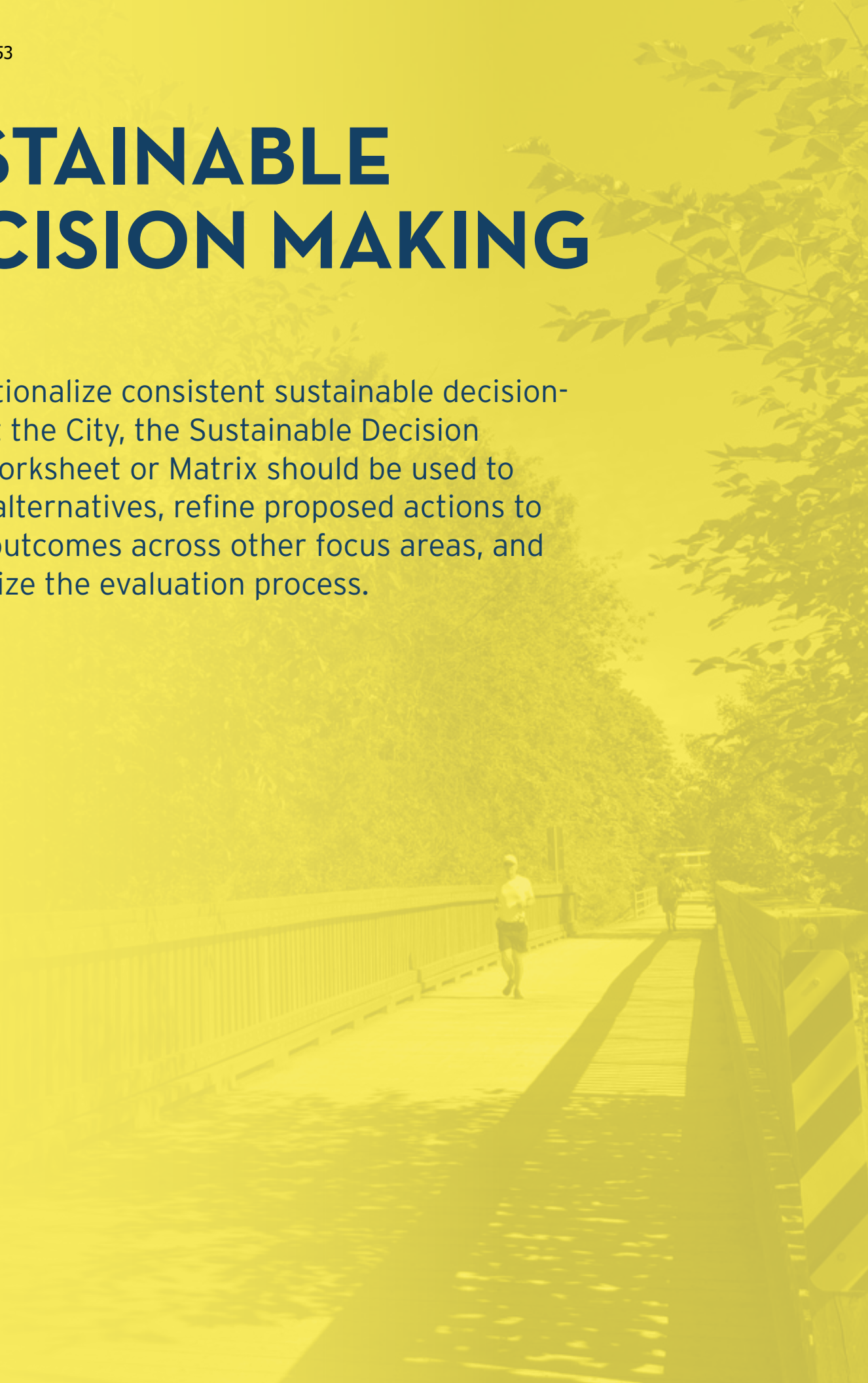
Goal BI-3 Reduce energy use in existing buildings by 45%



Goal LT-3 Reduce driving per capita by 50%

SUSTAINABLE DECISION MAKING

To institutionalize consistent sustainable decision-making at the City, the Sustainable Decision Making Worksheet or Matrix should be used to evaluate alternatives, refine proposed actions to improve outcomes across other focus areas, and memorialize the evaluation process.



Sustainable Decision Making at the City

The City frequently makes complex decisions and there are many competing interests in arriving at a final decision. The Sustainable Decision Making Matrix (SDMM) is a weighted decision making tool that is aligned with the major focus areas of the Sustainability Master Plan. Therefore, when this tool is used, it can inform these decisions and help fulfill the goals of this plan.

Decision makers should use either [the Excel version of the Sustainable Decision Making Matrix](#) or the following Sustainable Decision Making Matrix worksheet (shown on the next page) to calculate the weighted score of a particular action (project, policy, program or code). The higher the weighted score, the more a particular action is aligned with this plan's goals.

After a score is completed by decision makers, it should be memorialized in a uniform way to communicate to City Council and the community that the SDMM has been used and considered to make the most sustainable decision possible. The Template Staff Report sample text below should be used and documented in all Council Staff reports and other applicable documents.

Template Staff Report Text

Insert action here (project, policy, program, code) A, B and C were evaluated by staff using the City's Sustainable Decision Making Matrix (SDMM). The scores for each Project, Alternative, action or decision were as follows (A=#, B=#, C=#) out of a total of 90 possible points.

The following alternatives were changed (if applicable) to more closely align with the criteria identified in the City's Sustainability Master Plan and then scored again using the SDMM. The Alternatives were then scored as follows (A=#, B=#, C=#).

Alternative (A, B or C), was chosen because it was the highest weighted score, and if applicable, it was (insert reason here) was also was factor in the decision made. Therefore, this decision to select (insert alternative) complies with the SDMM that was adopted as an integral part of the City's Sustainability Master Plan.

Sustainable Decision Making Worksheet

The sustainable decision making worksheet will be used to evaluate City actions by how they align with the goals of the Sustainability Master Plan.

Describe the proposed action in one sentence:

Criteria 1: Greenhouse Gas Reduction

How much will taking this action reduce green house gas emissions in Kirkland?

- 0** Not applicable
- 1** Will not reduce greenhouse gas emissions
- 2** Will marginally reduce greenhouse gas emissions
- 3** Will moderately reduce greenhouse gas emissions
- 4** Will significantly reduce greenhouse gas emissions
- 5** Will extremely reduce greenhouse gas emissions

Greenhouse Gas Weighted Score

Multiply the rating by 5:

$$\underline{\hspace{2cm}} \times 5 = \boxed{\hspace{2cm}}$$

How could this action be adjusted to further reduce emissions?

Criteria 2: Environmental Quality

How much will the City taking this action protect habitats, open space and tree cover; reduce consumption of natural resources; and restore ecosystems?

- 0** Not applicable
- 1** Will not improve environmental quality
- 2** Will marginally improve environmental quality
- 3** Will moderately improve environmental quality
- 4** Will significantly improve environmental quality
- 5** Will extremely improve environmental quality

Enviro. Quality Weighted Score

Multiply the rating by 3:

$$\underline{\hspace{2cm}} \times 3 = \boxed{\hspace{2cm}}$$

How could this action be adjusted to further improve environmental quality?

Criteria 3: Community Health & Quality of Life

How much will this action improve health in the community, quality of life, and increase resilience to natural and human-caused hazards?

- 0** Not applicable
- 1** Will not reduce improve community health
- 2** Will marginally improve community health
- 3** Will moderately improve community health
- 4** Will significantly improve community health
- 5** Will extremely improve community health

Comm. Health Weighted Score

Multiply the rating by 3:

$$\underline{\hspace{2cm}} \times 3 = \boxed{\hspace{2cm}}$$

How could this action be adjusted to further improve community health, quality of life, and resilience?

Criteria 4: Environmental Social Justice & Equity

How much will this action improve equitable environmental outcomes for historically disenfranchised communities (e.g. low income; Black, Indigenous, and People of Color (BIPOC))?

- 0 Not applicable
- 1 Will not improve environmental social justice
- 2 Will marginally improve environmental social justice
- 3 Will moderately improve environmental social justice
- 4 Will significantly improve environmental social justice
- 5 Will extremely improve environmental social justice

Social Justice Weighted Score

Multiply the rating by 3:

$$\underline{\hspace{2cm}} \times 3 = \boxed{\hspace{2cm}}$$

How could this action be adjusted to further improve environmental social justice and equity?

Criteria 5: Reduction of Energy Consumption

How much will this action directly reduce energy consumption and energy costs and replace fossil fuel-based consumption with clean, renewable energy sources?

- 0 Not applicable
- 1 Will not reduce energy consumption
- 2 Will marginally reduce energy consumption
- 3 Will moderately reduce energy consumption
- 4 Will significantly reduce energy consumption
- 5 Will extremely reduce energy consumption

Energy Use Weighted Score

Multiply the rating by 2:

$$\underline{\hspace{2cm}} \times 2 = \boxed{\hspace{2cm}}$$

How could this action be adjusted to further reduce energy consumption?

Criteria 6: Cost

What will the net cost (cost - savings) be to the City to complete this action?

- 0 Cost is prohibitive
- 1 Cost is extremely expensive
- 2 Cost is highly expensive
- 3 Cost is moderately expensive
- 4 Cost is nominal
- 5 No cost to implement

Net Cost Weighted Score

Multiply the rating by 2:

$$\underline{\hspace{2cm}} \times 2 = \boxed{\hspace{2cm}}$$

Total Weighted Score

Add all weighted scores together. Max score is 90.

**GHG
Emissions**

+

**Enviro.
Quality**

+

**Comm.
Health**

+

**Social
Justice**

+

**Energy
Use**

+

Net Cost

=

**Total
Score**

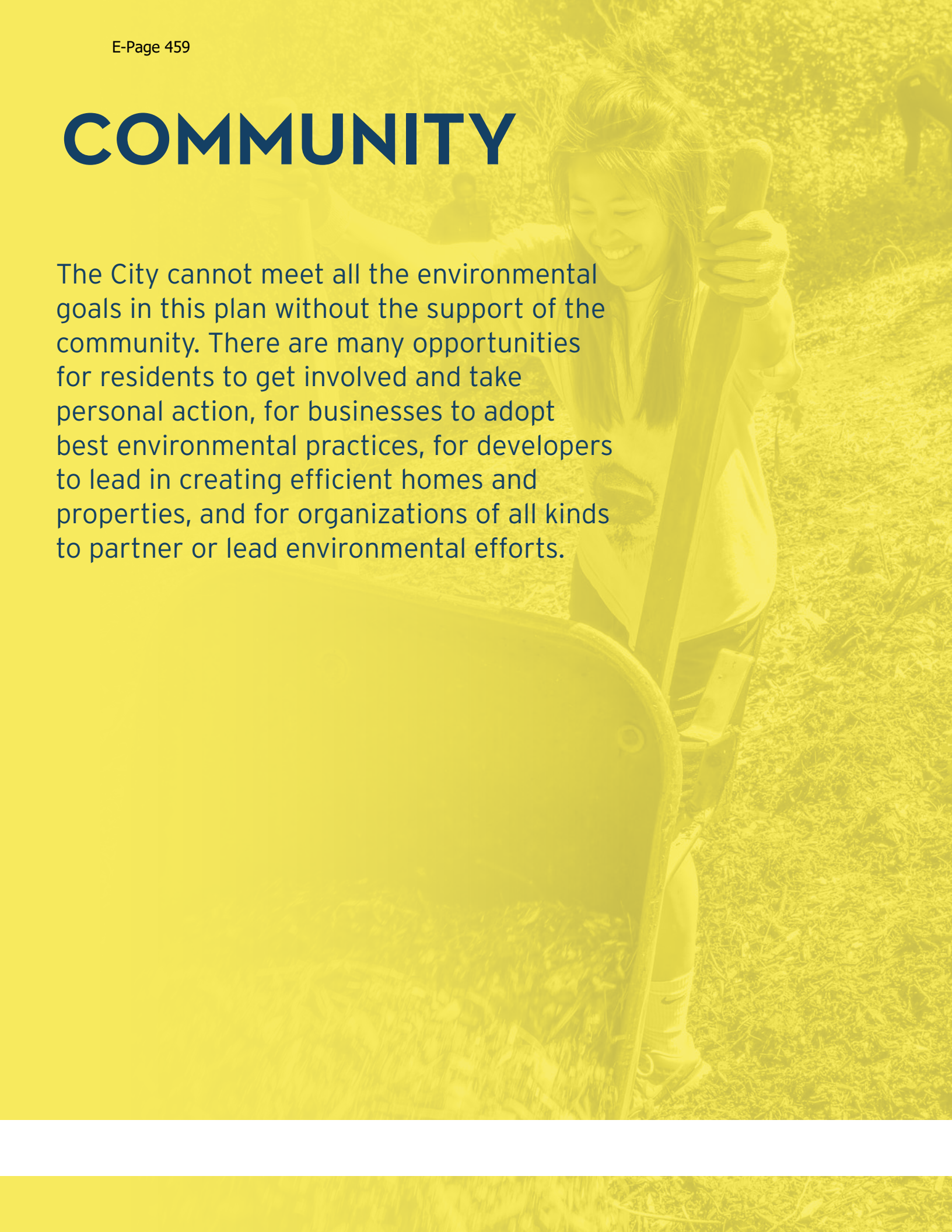
Focus Areas in City Plans

This table identifies which Focus Areas are addressed in existing City of Kirkland Planning documents. In future revisions of these planning documents, efforts should be made to address additional Focus Areas..

	 Energy Supply + Emissions	 Building + Land Use	 Land Use + Transportation	 Natural Environment + Ecosystems	 Sustainable Materials Management	 Sustainable Governance	 Sustainable Business	 Healthy Community
<u>Comprehensive Plan</u>	✓	✓	✓	✓	✓	✓	✓	✓
<u>Transportation Master Plan</u>			✓	✓		✓		✓
<u>Housing Strategic Plan</u>								✓
<u>Parks, Recreation and Open Space Plan</u>				✓				✓
<u>Urban Forestry Strategic Plan</u>				✓				
<u>Surface Water Master Plan</u>				✓		✓		✓
<u>Active Transportation Plan</u>			✓					
<u>Capital Facilities Plan</u>			✓	✓		✓		✓
<u>Transportation Implementation Plan</u>			✓			✓		

COMMUNITY

The City cannot meet all the environmental goals in this plan without the support of the community. There are many opportunities for residents to get involved and take personal action, for businesses to adopt best environmental practices, for developers to lead in creating efficient homes and properties, and for organizations of all kinds to partner or lead environmental efforts.



Community Action

There are many definitions of community and one is that it is “a group of people living in the same place or having a particular characteristic in common.” The common characteristic we share is that we care about the environment, social equity and justice, and having a strong resilient economy. Regarding the Sustainability Master Plan’s implementation, it relies not only on the City government, but all people that live in, work in and enjoy Kirkland to ensure its success.

Since there is limited funding and time to achieve the goals of the plan, it is essential that we all work together and determine what each of us can do to contribute to the overall sustainability of Kirkland and to the region. There are ways for all to help, regardless of income, age, or housing. These actions are merely a starting point to inspire the Kirkland community to join the City in reaching the goals of this plan.

Residents

Engage + Advocate

- Respond to City surveys to inform decision-making
- Attend City workshops to shape project design
- Speak during public comment period at a Council meeting
- Email Council members about environmental actions you’d like the City to prioritize
- Alert City staff to sidewalk and bike lane maintenance needs using the Our Kirkland app

Volunteer + Participate

- Volunteer with the Green Kirkland Partnership to restore Kirkland’s natural areas
- Become a Green Steward to champion the restoration of a natural space near you
- Volunteer for local non-profit and faith-based organizations working on sustainability, environmental justice, and supporting a healthy community
- Join a community group or organization working on environmental goals
- Become a Soil and Water Steward and educate the community about protecting our ecosystem
- Participate in community reuse events
- Help plant raingardens in your neighborhood



Community advocacy led to installation of solar panels at Kirkland City Hall.



Volunteers of all ages are invited to join in - these youth volunteered to plant trees at an Arbor Day event, along with Councilmember Jon Pascal.

Personal Action

At Home

- Use a shower timer and/or low-flow showerhead to reduce water and energy use
- Sign up for green power from Puget Sound Energy
- Put aerators on all faucets to reduce water use
- Repair broken items instead of replacing them
- Compost all your food scraps in your gray cart

In Your Yard

- Welcome wildlife by planting a native garden
- Use less water by growing drought tolerant plants
- Replace pesticides and plant killer with natural pest control methods to reduce chemical use
- Follow best watering practices to prevent waste
- Harvest rainwater to use less potable water in your garden
- Minimize fertilizer use to protect waterways from excessive nutrients

In the Community

- Make trips by foot, bike, bus, and other ways without a car when possible
- Patronize local businesses
- Choose secondhand items and participate in community sharing and reuse groups
- Support green businesses that have gotten EnviroStars recognition

Invest in Green Infrastructure

- Install a solar array to supply clean energy
- When replacing natural gas appliances, consider switching to electrical appliances
- When remodeling, utilize a salvage team to minimize construction waste
- Build a raingarden that soaks up stormwater to prevent flooding and protect water quality
- Adding an Accessory Dwelling Unit can help provide more housing options in our community

Get green living tips on the City's @KirklandEnviro Facebook and Twitter accounts or [sign up for monthly green emails](#).



A [demonstration raingarden](#) at a Kirkland home.



Bike commuters at a Bike Everywhere Day station.



Solar panels installed at a Kirkland home during a Solarize Kirkland campaign.

Businesses

Follow Green Practices

Learn about and get help implementing environmental best practices that can save money and protect your staff's health through the EnviroStars green business program.

Support Staff in Reducing Trips

- Encourage your staff to use alternative modes of transportation besides driving alone
- Provide transit passes or subsidies for staff
- Provide bike storage and lockers / changing facilities to make it easier for staff to cycle
- Allow staff to telecommute or work flex schedules

Implement Green Upgrades

Learn about rebates and programs available to help your business make green upgrades through the EnviroStars green business program.

Developers

Developers serve an important role in Kirkland's sustainability, and can have a big impact on Kirkland's environmental impacts in the long term through both the type of developments built and the choices made at those properties, whether single-family dwellings, or multi-family, mixed-use or commercial properties. We welcome your support and leadership in building greener developments.

Organizations

Partner

There are many opportunities to partner with the City to help the community achieve the goals of the Sustainability Master Plan. See the Implementation Guide for specific actions where the City is actively seeking community partners. We also welcome ideas for other partnerships.

Lead

We celebrate the environmental leadership of non-profit and faith-based organizations in Kirkland.

The **EnviroStars** green business program provides free technical support for Washington businesses in their preferred language. Visit envirostars.org or contact info@envirostars.org.



Recognition is available for businesses that commit to following key environmental best practices.

Kirkland Green Trip helps businesses support their employees in reducing drive-alone commute trips. Visit kirklandgreentrip.org.



Pervious paving at a development in Kirkland.

Public Outreach Tables

Table 1: **In-Person Techniques**

Event Type	Quantity	Attendance*
Neighborhood Association Meetings / Kirkland Alliance of Neighborhoods Briefings <i>Norkirk, Juanita, Moss Bay, S. Rose Hill / Bridle Trails, Highlands, Market, N. Rose Hill, Central Houghton, Everest, Evergreen Hill, KAN (May 8, June 12, October 9)</i>	13	208
Interest Group Meetings <i>Business Roundtable</i>	1	14
Focus Groups	9	66
Community Meeting <i>Sustainability Forum June 22, Sustainability Summit October 12</i>	2	131
SUBTOTAL	25	419

*Total number of people that were present at a meeting.

Table 2: **Digital Outreach Techniques*****

Digital Outreach Type	Quantity	Views****
Facebook Posts & Events	7	10,762
Nextdoor Posts	2	5,366
Twitter Tweets	6	9,008
Partner Emails	2	2,030
City Newsletter Articles	17	19,563
Video posted on YouTube and Facebook	4	1,969
Landing Webpage (www.kirklandwa.gov/sustainabilityplan)	1	792
SUBTOTAL	39	49,490

*** Metrics current as of December 31, 2019.

**** "Views" defined as: Facebook Reach, Twitter Impressions, Email Unique Opens, Webpage Unique Visits, YouTube Views, and Facebook 1m Video Views.